

The Right to Strike in the Swedish Model: An Institutional Power Resource for Trade Unions



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Abstract: In recent years Sweden has displayed low levels of labour market conflict. This relative social peace should however not be understood as an absence of conflict, but rather as the result of a labour market model designed to transform conflict into institutionalised negotiation. Drawing on power resource theory, the article conceptualises the right to strike as a core institutional power resource within the Swedish system of industrial relations. As a legally protected and institutionally embedded entitlement, the right to strike strengthens trade unions not only through its actual exercise but also through its deterrent effects, shaping collective bargaining dynamics and rebalancing power relations between labour market parties. The analysis carried in the article examines three recent scenarios: a) the 2024 strike undertaken by the Swedish Association of Health Professionals in conjunction with the negotiations to renew the sectoral collective agreement; b) the ongoing conflict between IF Metall and Tesla concerning the signature of a collective agreement; c) the blockades organised by the autonomous construction workers' union Solidariska Byggare to demand the correct enforcement of collective agreements in the construction sector. The analysis demonstrates how the right to strike operates as an institutionalised source of union power across different contexts. By foregrounding the legal and institutional frameworks, the article analyses the right to strike as a source for workers' power in context by illustrating the technicalities of legal and institutional regulation by using concrete examples. Ultimately, the article highlights how institutional power resources structure both the expression and the containment of labour market conflict in Sweden.

Keywords: Right to strike - Swedish model - Trade unions - Union power resources - Institutional power resources

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1. Introduction¹

The latest annual report published by the Swedish National Mediation Office – the governmental agency in charge of mediating disputes and gathering data on different features of the labour market – indicates that the year 2024 experienced the highest level of labour market conflicts since 2008. The report accounts for a total of 45.717 days lost because of strikes. Yet in 2008, the total number of strike days was more than 106.000 (Medlingsinstitutet 2025, p. 53). In addition, it must be said that only two major strikes took place in 2024. The Mediation Office’s report also explains that the number of work-days lost in Sweden in recent years because of strikes is significantly lower than in the past as well as comparatively lower than other European countries (Medlingsinstitutet 2025). This might suggest that the Swedish model is characterised by low levels of conflict between labour market parties. This picture is not far from reality if we limit our observation to the formal expressions of labour market conflicts, i.e. strikes and collective actions. Yet it is important to bear in mind – and this is the overarching argument of this article – that the Swedish model of labour market regulation is designed in a way that facilitate the transformation of conflict into rules (López, Chacartegui and Cantón 2011). This means that the institutional and legal frameworks promote negotiations over collective actions, but within a logic which acknowledges that conflict inherently characterises power relations in industrial relations and on the labour market (Pietrogiovanni and Iossa 2017).

The right to strike in Swedish labour law enjoys a wide and strong protection in the legal framework as well as an institutional recognition by the parties as a key element of industrial relations. The scope for its exercise is particularly wide, and limitations mainly exist only in relation with the presence of a collective agreement that binds two parties (Malmberg and Johansson

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2014, Hansson 2016). As it will be elaborated in the following pages, the right to strike constitutes a fundament of the Swedish system, which legal and institutional protection ensures a re-balance of power on the labour market. In other words, the fact that a party (more commonly a trade union) is entitled to resort to a collective action in the terms and scope ensured by the legal framework constitutes deterrent able to bring the parties in a dispute to find a compromise without necessarily undertake the strike (Brunnström, Iossa and Mulinari 2025).

Starting from this premise, this article intends to examine the right to strike in the Swedish legal and institutional framework that regulate industrial relations by describing and analysing recent cases in which trade unions have exercised it. In doing so, it argues that the right to strike in Sweden constitutes an institutional power resource for trade unions that provide workers with a means to protect and promote their interests and rights in case of disputes. Following the recent classification elaborated by Arnholtz and Refslund (2024), institutional power resources are one of the five categories of power resources that have been identified as possible source of power for workers and trade unions, together with structural, associational, ideational, and coalitional power resources (see also Refslund and Arnholtz 2022). Institutional power resources refer to the laws and institutions that support and protects workers' rights, such as for example collective bargaining and employment protection (O'Brady 2024, Alfonsson 2024). The right to strike belong to this category as it protects the possibilities for workers to engage into disputes by exercising collective power against the employer counterpart. However, the right to strike constitutes a particular source of union power in so far as it does not necessarily need to be activated in order to secure workers access to power. While resting on its legal and institutional protection, the exercise of the right to strike relies on other powers, such as associational and ideational powers, in order to be effectively mobilised. Given the centrality of strike action within the Swedish model, Swedish legal and institutional framework constitutes a privileged viewpoint to analyse the right to strike as an institutional power resource. At the same time, power resource theory constitutes a valuable framework to understand the regulation of the right to strike and its exercise in relation with the industrial relations contexts and dynamics (Brunnström, Iossa and Mulinari 2025).

In order to illustrate the legal and institutional regulation on the exercise of the right to strike in Swedish industrial relations, three cases are identified. They enable to analyse the right to strike as a source for workers' power in context and to explain some of the technicalities of legal and institutional regulation by using concrete examples. These scenarios are a) the strike undertaken in the spring of 2024 by the Swedish Association of Health Professionals (*Vårdförbundet*) (Section 4); b) the strike undertaken by the industrial

union IF Metall against Tesla Motor Sweden in October 2023 and still ongoing (Section 5); and c) the blockades undertaken by the autonomous trade union club *Solidariska Byggare* (Builders in solidarity) in the construction sector (Section 6).

Before engaging with those three cases, the article introduces the issues at stake by illustrating the theoretical framework of the power resource theory with a focus on the right to strike as an institutional power resource (Section 2) and by providing for an account of the general features of the right to strike in the context of the Swedish model of labour (Section 3). A final section draws a concluding discussion (Section 8).

2. The right to strike as an institutional power resource

Originally elaborated to analyse and explain the development of welfare states (mostly in Nordic and Western European countries) from the perspective of power distribution (Esping Andersen 1985), the power resource theory constitutes an analytical framework and approach to study access and accumulation of power in the political arena within the capital-labour relations (Korpi 1985). It has been mostly applied to map the different types of power that workers can obtain and secure as well as the sources that workers can access and mobilise in order to achieve those types of power (Schmalz et al. 2018). The power resource theory has been then also applied to understand the resource that capital and employers have and can mobilise (Korpi 2006). Therefore, the theory evolved as an analytical approach to study power relations between capital and organised labour in relational terms, i.e. to understand how power relations on the labour market evolve over time and space and acquire different configurations because of the resources that are available and how they are mobilised (Refslund and Arnholtz 2022). In recent years, the power resource approach has gained new interest given the progressive decline and erosion of workers' power in the political arena (Alfonsson 2024). This approach has been then applied at different scales, to study configurations of power relations at national level (see Doellgast, Lillie and Pulignano 2018) and to understand how welfare states have been dismantled and how workers lost power (Alfonsson 2024, Mendonça and Kougiannou 2024). Further, the theory has been used to analyse specific labour conflicts at local (Lévesque and Murray 2002, 2005; Brunnström, Iossa and Mulinari 2025) and transnational level (Moen 2017, Mendonça 2020) as well as to study successful attempts put in place by migrant and precarious workers to protect and promote their interest and improve working and living conditions (Pannini 2023, Rizzo and Atzeni 2020, Arnholtz and Refslund 2019).

The distinction between power and the resources mobilised to achieve power, lies at the core of the theoretical approach (Meardi 2024). In this sense, a key element of the theory is the acknowledgement that workers have access to different types of powers as well as to different types of power resources. The literature on this is vast. Following the latest classification put forward by Arnholtz and Refslund (2019, 2024), workers and trade unions (as much as employers, see Lévesque and Murray 2010) can possess i) *structural power*, that is the power derived from the workers' position in the economic system of production as well as by the relevance of individual and collective skills in the production process; ii) *associational power*, i.e. the strength of the collective organising of workers both in terms of number of members of a trade union and in terms of their «unity of action» (Lyhne Ibsen 2024); iii) *institutional power*, that is the power derived from laws and institutions that protect and promote workers' interests; iv) *ideational power*, that is the power derived from the ideas and narratives constructed and spread in society; and finally v) *coalitional power*, that is the power that workers achieve from collaborating with other social and political actors, such as political parties (Gumbrell-McCornick and Hyman 2013) but also social movements (Della Porta, Chesta and Cini 2022). To those categories of power correspond categories of power resources, which can be activated and mobilised with the aim of securing different types of power. For instance, studies on the evolution of the Swedish model emphasise the relevance of coalitional power resources — the alliance that Swedish trade unions built with the Social-democratic party (Magnusson 2018, Molinder et al. 2019) — as well as of ideational power resources — the belief in social partnership as element of economic stability (Tsarouhas 2007) — in the strengthening of union institutional and associational powers.

The right to strike belongs to the categories of institutional power resources. As said, these resources refer to the laws and institutions that regulate employment and industrial relations as well as the labour market. As O'Brady explains, institutional power resources «refer to formal rules that provide workers with the capacity to influence their working conditions and limit the unilateral authority of employers and the state» (O'Brady 2024, p. 77). Laws and institutions played a fundamental role in securing the position of workers and trade unions on the labour market as well as in the political arena in European welfare states (Crouch 1994, Hyman 2001, Gumbrell-McCornick and Hyman 2013). Cross-sectoral and sectoral multi-employer collective bargaining constitute examples of institutions that provide for a rebalancing of power in industrial relations (Clegg 1985, Kahn-Freund 1977) but also for the promotion and protection of individual workers' position vis-à-vis the employer due to the definition of safe and uniform working conditions for those covered by collective bargaining (Fox 1975). Similarly, laws on

employment protection limiting the discretionary power of the employer to fire a worker, secure the individual workers' position in employment (Veneziani 2009) and therefore constitute a source of power for unions because of the potential effect of giving incentives to unionise to workers protected against dismissal (Alfonsson 2024). However, institutional power can be "double-edged" as «it may grant trade unions rights, at the same time it restricts the union's power to act» (Schmalz et al. 2018, p. 121). Laws and institutions protecting workers' position have even been deemed as making trade union less keen to organise and mobilised new groups of workers, given the relatively secure position they give to unions themselves (Hassel 2007) and the necessity to prioritise political alliances (i.e. coalitional power) in order to preserve and possibly improve legal regulations, and consequently institutional power (Rigby and García Calavia 2018). In a sort of paradox, laws and institutions can constrain workers' ability to act and therefore limit access to power. Undoubtedly, labour market and labour law reforms promoting a neoliberal agenda contributed to dismantle union power in Western countries since the late 1990s and early 2000s (Gumbrell-McCornick and Hyman, 2013). For instance, reforms promoting disorganised decentralisation of collective bargaining contributed to this trend (Traxler 1995, Baccaro and Howell 2017). When collective bargaining is decentralised, union power might be curtailed, because of the impact on the capability of local trade union to negotiate (Paolucci and Marginson 2020). Further, labour law reforms promoting flexibility through the decrease of employment protection also contributed to this trend. When employment is made more precarious by for instance facilitating dismissals, employment security that empower workers and made them more willing to joining a union, decreases (O'Brady 2021, Mendonça 2020). Sweden represents a suitable example of such developments. Historically, Swedish trade unions and workers have possessed strong institutional power due to the legal and institutional industrial relations framework (Kjellberg 2021). However, neoliberal reforms have progressively eroded that power, especially through reforms of employment protection and unemployment insurance (Alfonsson 2024), but also through reforms giving more freedom to the employer in processes on business restructuring (Johansson 2022a, Brunnström, Iossa and Mulinari 2025).

Within the analytical framework of the power resource theory, laws and institutions constitute sources of institutional power that can be activated and mobilised in order to increase other types of power (O'Brady 2024). In this sense, institutions and laws are not only sources of power, but «a precursor to effective resistance» (O'Brady 2021, p. 1085). The right to strike stands as the perfect example of this definition. Its protection within the legal system gives the ground for the effective engagement of workers and unions in acts of resistance at workplace and on the labour market at large (Mulinari

2020). The right to strike is an institutional power resource that can be activated when a trade union intends to promote workers' interests, for instance during collective bargaining, or to challenge the power of the employer, for instance to confront specific decisions at workplace level (O'Brady 2021). Sometimes, it might not be even necessary to mobilise the right to strike as its mere existence and legal protection constitutes accumulated power for workers and unions (Brunnström, Iossa and Mulinari 2025). Furthermore, the specific features of the right to strike as an institutional union power resource relate to the fact that its effective activation as a source of institutional power necessitates that the union already possesses other type of power, such as associational power which makes possible for the union to have an effective collective action because their members are already mobilised (Lyhne Ibsen 2024, Mulinari 2020), but also ideational power, in the sense that workers who do not believe that a strike would be effective might not be willing to undertake the action (Brunnström, Iossa and Mulinari 2025). The right to strike might be an institutional power resource to be activated in order to attain other type of union power. An effective strike might show the strength of the union and attract new members (Benvegnù, Haidinger and Sacchetto 2018), therefore increasing associational power. Or a strike might be successful in demanding the government to introduce or not a specific labour reform – therefore leading the union to acquire more institutional power (Rigby and García Calavia 2018). Furthermore, the effective activation of the right to strike as institutional power resource might depend on the structural power that workers and unions possess – as in the case of logistics workers (Nowak 2022). However, the possibility for unions to activate and mobilised the right to strike as a source of power also depends on the legal rules on its exercise. The legal technicalities related to the regulation of the exercise of the right to strike matter. On the one hand, a wide scope for strikes and collective actions as well as the protection of sympathy actions provide unions with an important source of institutional power. On the other hand, strict procedural rules as well as restrictions on the type and scope of collective actions and entitlement (as in the case of public employees or employees in essential services) narrow the possibility to activate this source of union power (O'Brady 2024). Therefore, to understand the right to strike as an institutional power resource for unions we need to look at the legal framework that regulates its exercise.

3. The right to strike in the Swedish model of labour market regulation: general features

Sweden is widely recognised for its model of labour market regulation grounded in autonomous collective bargaining. Regulation of working and employment conditions as well as of industrial relations matters, relies almost entirely on negotiations between labour market parties at different levels. The instrument of the collective agreement constitutes the pillar of the model (Johansson 2022b, Pietrogiovanni and Iossa 2017). Wage-setting and wage levels are entirely regulated through collective agreements (Iossa 2025), while in those areas in which statutory regulated working and employment conditions exist, the parties have however the prerogative to often deviate from them through collective agreements by virtue of the institute of “semi-mandatory legislation” (Iossa 2019, Rönmar 2019a). Within this framework, the right to strike constitutes an essential element of the system, especially in connection with negotiations concerning the conclusion or renewal of collective agreements.

Like in the other Nordic countries, the features of the Swedish model of labour market regulation have been developed by the social partners themselves through a series of general agreements (Iossa et al. forthcoming; Hasselbach 2002). As early as 1906, the so-called December Compromise (*Decemberekompromissen*) between the trade union confederation LO (nowadays still the main confederation for blue-collar workers) and the main employers’ organisation in the private sector, SAF (*Svenska Arbetsgivareföreningen*, renamed *Svenskt Näringsliv* in 2011), acknowledged reciprocal fundamental rights and obligations. These included the mutual recognition of the freedom to form and join trade unions for the workers and the employers’ managerial prerogative to organise and run their businesses, including the freedom to hire and fire employees. This foundational agreement was later followed in 1938 by a more comprehensive text, named Basic Agreement (*Huvudavtalet*), through which the parties explicitly recognised collective bargaining and the right to strike as core pillars of the system and introduced procedural rules governing their exercise. This tradition continues nowadays and entails that the exercise of the right to strike is often regulated via collective agreements, for instance in relation with rules on essential services and limitations for certain categories of employees in the public sector.

At a later time, the right to strike came to enjoy also specific legal protection within Swedish law – both at constitutional and statutory level. In addition, the right to strike in Sweden is further underpinned by international and supranational commitments following Sweden’s membership in international and European organisations (Rönmar 2019b). At constitutional level, the Instrument of Government (1974:152) explicitly includes the right to

strike among the fundamental rights and freedoms of the Swedish constitutional order in Art. 14 of Chapter II of the Instrument of Government. This provision entitles trade unions, employers, and employers' associations to undertake «industrial action» (*stridsåtgärder*, which literally means “dispute actions”) on the labour market «unless otherwise provided in an act of law or under a collective agreement». Accordingly, the exercise of the right to strike may be restricted by statutory legislation or by collective agreement, but not by case law (Källström et al. 2025, p. 57). The constitutional provision refers explicitly to «industrial action on the labour market», thereby establishing a clear connection between the exercise of the right to strike and the regulation of the labour market. This wording has been interpreted as potentially limiting the concept of strike to actions aimed at influencing negotiations between labour market parties, or at least to actions closely linked to their activities and interests (Hansson 2016). From a power-resource perspective, this formulation illustrates a restriction to the access to the right to strike as a power resource for unions to engage in conflicts not related to labour market issues and collective bargaining.

The resort to strikes on political matters, i.e. political strikes, is uncommon among Swedish trade unions. On the one hand this approach derives from the tradition of the Swedish trade unions to present themselves not as political-oriented organisations. On the other hand, it can also be a consequence of the institutional power accumulated through the activation of the coalitional power resource represented by the close alliance between LO and the Social-democratic party which has historically reduced the need for Swedish trade unions to undertake a conflictual attitude in the political arena (Bruhn, Kjellberg and Sandberg 2013). It is not a coincidence that political strikes are very often undertaken by autonomous unions which are “outsiders”, i.e. not affiliated to one of the major trade union confederations. Further, political strikes on internal matters are treated in a more restrictive way than political strikes on international matters. While in both cases there is a requirement that the action would be short and limited in time and extent as not to impair the freedom to conduct business of the employer, in case of strikes on internal matters the impact on productivity needs to be minimal for the strike to be lawful (Källström et al. 2025, p. 72). The most recent example of a politically motivated strike action is the six-day boycott initiated on February 4th, 2025, by the Swedish Dockworkers Union (*Svenska Hamnarbetarförbundet*) against ships transiting in Swedish harbours and transporting weapon and military equipment to Israel. The union intended to protest the ongoing genocide perpetrated by the Israeli government against the Palestinian population in the Gaza strip. The boycott was formally called as a sympathy action in support to Palestinian trade unions – one of the exceptions to the golden rule of social peace obligation (see below). Following the application of the employers' or-

organisation *Sveriges Hamnar* to demand an interim injunction to prevent the boycott given the presence of a collective agreement between the parties, the Labour court ruled that the action was to be considered lawful as a political strike.² Through a parallel with a previous boycott of ships undertaken in 1973 by Swedish unions in solidarity with Chilean trade unions to protest against the Pinochet golpe, the Labour court stated that to be lawful and not in breach of social peace obligation, a political strike needs to be limited in time and extent as not to jeopardise the employers' prerogative to run the business, and needs to be undertaken in relation with an international political matter. In this case, the strike did not contribute to increase the power of the union before the employer but rather helped the union to achieve more coalition power by taking a public stance on a political matter that had strong impact on public debate.

The close relation between strikes and labour market issues is also stated by the protection that the right to strike enjoys at the statutory level. The right to strike, together with freedom of trade union association and the right to collective bargaining, is protected by the (1976:580) Co-determination Act. Here the exercise of the right to strike is closely connected to the collective agreement (see also Pietrogiovanni and Iossa 2017). Section 41 of the Co-determination Act characterises strikes and lockouts as “stoppages of work” (*arbetsinställelse*) and explicitly includes boycotts, blockades, and other forms of labour conflict. This open formulation allows for a broad interpretation of what constitutes a strike or collective action and gives trade unions a wide scope to decide the form of action that best suits their objective (Adlercreutz and Nyström 2024, p. 224). The detailed regulatory framework governing the exercise of strikes is set out in Sections 41–44 of the Act, which refer to the obligation of social peace (*fredsplikt*) that enters into force once a collective agreement is signed between two parties. These provisions define the conditions under which a strike or collective action is lawful, establish limits during periods when a collective agreement is in force as well as list the exceptions to the golden rule of social peace obligation, such as sympathy actions (see below Section 5), blockades to exact pay for work that has been performed (Section 6), or strikes in conjunction with negotiations on a determination agreement for matters not regulated in the collective agreement in force. The social peace obligation constitutes the major constraint to the use of the right to strike as a power resource for trade unions. However, it is also an institutional power resource in itself as it gives the unions something – the conflict – that they can trade off in exchange for a collective agreement, which within the Swedish model attributes fundamental prerogatives to the unions at com-

² Labour court decision nr. 3/25.

pany level as regards the exercise of the rights to information and codetermination as well as with regard to restrictions to the managerial prerogatives of the employer (Pietrogianni and Iossa 2017, Rönmar 2006).

The entitlement to call a strike or collective action is reserved to trade unions, employers' organisations, and individual employers. Along with the already mentioned constitutional provision, this rule is put forward by the provisions in Sections 41–44 of the Co-determination Act. For instance, Section 42 states that organisations that are bound by a collective agreement also have an obligation to attempt to prevent and stop their members to call or take part in an unlawful industrial action. Similarly, Section 45 imposes on labour market parties the obligation to notify the National Mediation Office of a decision to undertake a collective action (Malmberg and Johansson 2014, see below Section 4). The collective entitlement mirrors in the rules on liability for unlawful strikes. A trade union, an employer, or an employers' organisation that initiates or organises an unlawful strike may be held liable to pay damages to the opposing party. Under the Co-determination Act, the Labour Court may award compensation not only for economic losses suffered as a result of the unlawful action (Section 54) but also impose so-called "punitive damages" (Section 55), which refer to breaches of labour law or collective agreements and are paid to the party that has suffered from the violation (Rönmar 2019b). Individual employees are not entitled to call a strike. Yet access to the right to strike for non-unionised employees is ensured by the minimal threshold for forming a trade union that exists under Swedish law. Consequently, non-organised employees may lawfully establish a trade union pursuant to Section 7 of the Co-determination Act on freedom of trade union association and, through that union, declare a lawful strike or collective action. The price that workers have to pay if they undertake a wildcat strike is anyway low. According to an established principle in Swedish labour law, the level of damages for individual employees taking part in an unlawful strike should not be merely symbolic but at the same time not causing "socially unacceptable consequences"³. This principle has been introduced in 1992 and then consistently applied by the Labour court which in its case law has provided for a progressive adjustment of the principle to the actual cost of living. In a recent ruling by the Labour court,⁴ the sanction for participation in an unlawful strike was set at 3000 Swedish crowns (approximately 300 euro, see Adlercreutz and Nyström 2024, p. 237).

³ Government Proposition 1991/92:155 on damages for workers participating in unlawful strikes, p. 6.

⁴ AD 2018 nr. 14.

The right to strike emerges thus a source of power that is easily accessible for organised workers, while subject to certain limitations and in particular linked to disputes on the labour market. To understand the right to strike as an institutional power resource for Swedish trade unions, there is the need to contextually analyse its exercise in relation to the legal and institutional frameworks of Swedish industrial relations.

4. *Vårdförbundet*: strike to renew a collective agreement and the role of mediation

The first case concerns the use of strikes in connection with the renewal of collective agreements. In the spring of 2024, the Swedish Association of Health Professional (*Vårdförbundet*), which organises nurses, midwives, biomedical scientists and radiographers, went on strike after the expiration of the sectoral collective agreement. The agreement was due to expire on March 31st, 2024. During the weeks before this date, *Vårdförbundet*, the Swedish Association of Local Authorities and Regions *SKR*, (that is the employers' organisation for public services at local level), and the employers' organisation in private healthcare *Sobona* started negotiating the renewal of the collective agreements applicable in the public and private healthcare sectors respectively. *Vårdförbundet*'s major demand concerned a reduction in weekly working time – a key issue for healthcare workers. Due to taxing working conditions, the norm among healthcare workers is to work part-time as to reduce stress and fatigue and to find an adequate work-life balance. At the same time, long-lasting labour shortages create the conditions for workers to be requested by their employers to work overtime or to work additional hours in excess of the agreed part-time hours (what is Swedish labour law is called *mertid*, see *Vårdförbundet* 2023). To address this, the union demanded to reduce the weekly working time in the new collective agreement as to ensure that all workers might be able to work full-time and therefore obtain higher incomes. The employer's side refused to accept this demand. This led to a stalemate in the negotiations to renew the collective agreement between *Vårdförbundet* and *SKR* and *Sobona*. A few days before the expiration date of the collective agreement, the union requested the Mediation Office to appoint a mediator to facilitate reaching an agreement and avoid the conflict. This possibility is provided by Section 47a of the Co-determination Act and constitutes a source of institutional power to activate for those unions that might not have enough structural or associational power to engage in a conflict. The mediated negotiations were however unsuccessful. The collective agreement expired and the obligation to social peace was relieved. The union decided then to engage in a conflict. A strike in absence of a collective agree-

ment that binds the parties, that is when there is a dispute of interests, is always possible. It is considered inherent part of the right to collective bargaining protected under the scope of Section 10 of the Co-determination Act. The provision establishes a general right to negotiate and the corresponding duty for the counterpart to negotiate (Malmberg and Johansson 2014). This means that, in disputes of interest such as in case of the renewal of collective agreements, the parties are expected to engage in negotiations and attempt to reach an agreement before deciding to undertake collective action or a strike. Nevertheless, the principle of *ultima ratio* does not apply in Swedish labour law (Malmberg and Johansson, 2014). Access to the right to strike as an institutional power resource is therefore wide but restricted by the duty to negotiate. In addition, since 2019 the existence of a collective agreement limits the exercise of the right to strike even for unions that are not parties to it. Section 41d of the Co-determination Act regulates strike actions against an employer already bound by a collective agreement with a union other than the one promoting the action. In such cases, a strike must be preceded by negotiations, must aim at concluding a collective agreement, and may not demand that the employer breach obligations arising from the existing agreement. These rules constitute a source of institutional power for employers as well as for established trade unions, to the detriment of autonomous unions. The amendment to the Co-determination Act was the result of national-level negotiations addressing a conflict in the port of Gothenburg, where the Swedish Dockworkers Union, independent from any confederation but with the majority of members in the port, undertook several actions demanding a collective agreement with the port operator, which instead had an agreement with the LO-affiliated Transport Workers' Union (Selberg and Sjödin 2021).

Before going on strike, *Vårdförbundet* had to follow the procedural conditions outlined in the Co-determination Act concerning mediation – a further restriction to the activation of the right to strike as power resource. Following the rules set in Section 45 of the Co-determination Act, the union notified the employer's counterparts SKR and Sobona as well as the Mediation Office seven days before the action would take place. According to the provision, the notice needs to be in writing and contain the reasons for the strike, the scope of the action (i.e. which groups of workers, workplaces, or working tasks, in case of partial strike, that will be part of the action), and when the action will enter into effect. The failure to comply with the rules on strike notice does not make the strike unlawful nor entitles the counterpart to receive economic damages, but it entails the imposition of punitive damages (Holke and Olafsson 2023). The notice obligation has the effect of freezing the conflict, which gives the possibility to the parties, supported by the mediator appointed by the Mediation Office, to work to find a compromise and avoid the strike action.

In light of the task that this governmental agency has in relation with labour market disputes (Section 46), the Co-determination Act attributes an active role to the Mediation Office, which can on its own initiative and without the need for the parties to agree, appoint one or more mediators in charge of helping the parties to find a compromise in the dispute (Section 47b). In addition, the Mediation Office can, but only on the initiative by the appointed mediator, decide to prolong the cooling-off period for a maximum of further fourteen days if there are good chances that the parties would find an agreement during this period (Section 49). Such a decision can only be taken once per notified strike action and cannot be appealed against (Holke and Olausson 2023). The provision constitutes a further restriction to the activation of the right to strike as an institutional power resource because of the cooling-off effect, which impact on the structural power of workers by limiting its extent, even though just temporarily (see Greer 2024). It reveals the goal of the Swedish labour law system to privilege negotiations over conflict. But it can also be interpreted as a source of institutional power itself. In a case in which a union does not have enough power and resources to possibly win a dispute, the role of the mediator might be crucial in ensuring a good compromise and a solution to the dispute that does not disfavour the union. From a different perspective the mediator constitutes an institutional constraint to the structural power of the employer deriving from its superordinate position within the employment relations (Schmalz et al. 2018).

A solution was not possible in the case at stake though. The proposals advanced by the mediators were rejected by *Vårdförbundet* because the employers' counterparts did not take into consideration the main demands, which was the reduction in weekly working time for the members. On April 25th the strike announced by *Vårdförbundet* became effective. The union called both its members and non-organised employees to join the strike. As said earlier, only a trade union is entitled to call a strike action, but the participation is free for individual members and for non-organised workers employed by the employer against which the action is undertaken. In principle, members of other trade unions employed by the same employer are not entitled to take part in the strike if there is a collective agreement in force between their union and the employer as a result of the legal institute of *medlemsbundhet*, that is the binding effect that the collective agreement has on the members of the signatory parties (Section 26 of the Co-determination Act). The obligation to social peace is still valid in that case and participation to the strike called by a different union might lead to individual liability for breach of social peace obligation. In the case at stake, the Swedish Municipal Workers' Union *Kommunal*, which is the union organising, among other categories, assistant nurses and care assistant, declared neutrality in the conflict undertaken by

Vårdförbundet. Kommunal informed their members that they were not obliged to perform tasks to cover up for the strikers though.

In light of the power-resource approach here adopted, it is interesting to mention the modalities in which the strike took place. The first move from the union's side was to declare a blockade on overtime and worktime exceeding working hours agreed in part-time employment contracts. Therefore, the union made use of the structural power it derives from the conditions of the sector, in which, due to labour shortages, the request for working beyond the usual working hours is common. Usually trade unions in the public sector enjoy low levels of structural power (Thörnqvist and Thörnqvist 2018) also due to the obligation to perform essential services and the ensuing limitation to the activation of public employees' structural power through the resource of the right to strike (see Høgedahl and Jonker-Höfrén 2024). This aspect constituted an element of the conflict too. According to Section 27 of the General Agreement for Regions and Municipalities (KHA 94), employees in public services are subject to a specific obligation to carry out protective work (*skyddsarbete*) during strikes, which refers to the tasks that must be performed to ensure that operations are shut down in a technically safe manner or to prevent danger to persons or damage to property. This concept is usually interpreted narrowly and is limited to work that is short-term and strictly necessary (Adlercreutz and Nyström 2024). In an essential public service like healthcare, this obligation entails negotiations at local level to ensure that certain services are provided. The modalities to perform protective work are usually defined at local level via negotiations and decided by the local management. However, *Vårdförbundet* pointed at a diffused misuse of the obligation of protective work to reduce the effects of the strike. More than 1,000 local disputes on protective work emerged during the strike, concerning individual employees who were asked to perform protective work against the rules. These disputes can be resolved via negotiations between the parties (at local level, or in case of failure, at central level) or be referred to the Labour court in case of disagreement and possibly be subject to punitive damages.

The conflict between *Vårdförbundet*, SKR and Sobona continued under May and June. The union undertook new actions during this period to put more pressure on their counterpart. These included strikes in municipalities that were not included in earlier actions as well as a total strike in certain regions. In the end, the parties with the support of the mediators found a compromise towards the end of June. On 27th June 2024, a new agreement was signed, in which the demands of the union concerning the reduction of working time were partially welcomed (Medlingsinstitutet 2025).

5. *IF Metall v. Tesla*: strike to demand a collective agreement and sympathy actions

The second case concerns the dispute between the metalworkers' union IF Metall and TM Sweden, which is the Swedish branch of the US automotive multinational Tesla. The dispute can be described as a “clash of titans”: on the one hand the strongest and most influential Swedish trade union, which contributed to establish and stir the Swedish model (Blomqvist and Murhem 2003); on the other hand, a multinational company producing electric cars owned by the billionaire Elon Musk, one of the richest men on earth and well-known for its right-wing and anti-union politics. The conflict erupted in October 2023, after many attempts by IF Metall to demand the signature of a collective agreement. At the time of writing (February 2026), the strike is still ongoing.

The case represents a perfect example of what happens in Sweden when a company does not have a collective agreement, and a trade union seeks to sign one. This situation is more common than one might think. Sweden is worldily known for the high collective agreement coverage. Yet against around 88% of employees who are covered by a collective agreement, only 29% of companies are members of an employers' organisation and therefore are bound by a sectoral collective agreement (Kjellberg 2023). This tells us that the majority of workers in Sweden are employed by medium and large companies, but also that there are many companies that are not covered by a sectoral collective agreement (Kjellberg 2023). This is more common in sectors characterised by small companies and in which temporary employment is often the norm like agriculture, cleaning, and construction (Iossa and Selberg 2022, Alfonsso 2022; Ahlstrand 2024). In the Swedish manufacturing industry almost 95% of workers are covered by a collective agreement (Kjellberg 2025), while in companies of the size of TM Sweden almost 98% of workers are covered by a collective agreement (Medlingsinstitutet 2024). In general, for companies of the size of Tesla it is the norm to have a collective agreement (Bender 2025). This is to remark how big of an anomaly is Tesla for the Swedish model.

The Swedish system provides for a mechanism to remedy to this situation: the so-called application agreement (*hängavtal*). This is a collective agreement signed directly between a company not affiliated with an employers' organisation and a union, usually reproducing the terms and conditions of the sectoral collective agreement. In 2024, 1653 new application agreements were signed, the majority of which in the construction sector (Kjellberg 2025). Negotiations to sign an application agreement fall under the scope of the right to negotiate protected in Section 10 of the Co-determination Act. As said earlier, in these

cases it is also always possible to undertake an industrial action. While the company would be obliged to negotiate only under the requirement that the union has at least one member among the workforce, such a requirement does not apply to undertake an industrial action (Olasson 2024). Often it is enough for a union to notify the employer about a strike action to get the employer to sign a collective agreement (Bender 2025), which is further evidence of Swedish unions' institutional power deriving from the regulation of the exercise of the right to strike. The Swedish model thus gives full application to the maxim that “collective bargaining without the right to strike is collective begging” (Källström et al., p. 51).

On October 27th, 2023, after having complied with the rules on notice and mediation, IF Metall entered a strike against TM Sweden. Since the company does not produce cars in Sweden, the action consisted in refusing to repair Tesla's cars in their workshops as well as in other workshops around the country (Bender 2025). As a countermeasure, Tesla actively brought in strike breakers, both from other workshops in Sweden and from other countries in Europe (Bender 2025, p. 46). This is not unlawful under Swedish labour law. Rather, the ban to resort to strike breakers constitutes an unwritten norm of Swedish industrial relations since the 1938 Basic Agreement with which all employers comply (Adlecreutz and Nyström 2024, p. 226; Ericson and Eriksson 2020, p. 107). The presence of norms like this one as well as the shared understanding between all industrial relations actors (unions, employers, and government alike) that the Swedish model is grounded on the presence of a collective agreement at workplace constitutes a source of ideational power for Swedish trade unions that contributes to activate the institutional power provided by collective agreements. From a strictly legal perspective, Tesla is not violating any law by refusing to sign a collective agreement though. There is no obligation whatsoever in Swedish labour law to sign a collective agreement as well as it is not prohibited to make use of strike breakers. To abide by those norms is the consequence of a shared values among Swedish industrial relations actors, which makes it the “shared ideology” of Swedish industrial relations in “Dunlopian” terms (Dunlop 1993).

To support IF Metall in its struggle against Tesla, Swedish unions activated another source of institutional power, that is sympathy actions – one of the exceptions to the social peace obligation (Section 41d of the Co-determination Act). Sympathy actions (*sympatiåtgärder*) are an undisputed principle of Swedish industrial relations. Under the Co-determination Act, sympathy actions are permitted *a contrario*: they are to be deemed unlawful only when they support a primary action that is itself unlawful. Conversely, where the primary action is lawful, sympathy actions are always permitted. Originally, this form of conflict was promoted from the employers' side as a way to put pressure on unions by locking-out their members in other workplaces and

therefore requiring the unions to make a larger use of strike funds (Källström et al. 2025). On several occasions the Labour court has ruled that sympathy actions are a fundamental tool for unions to make a strike effective, especially when the primary action is not (Holke and Olausson 2023), and even in support of a primary action taking place in a different country if not unlawful according to that country's rules and if the sanctions imposed against a unlawful strike are comparable to those imposed under the rules in the Co-determination Act (Nyström and Kutlu Mutluer 2025). From the Labour court's case law, it follows that a sympathy action must be in principle temporary and not exceed a duration that would impair the targeted employer's freedom to conduct the business (Holke and Olausson 2023).

In the case at stake, several unions decided to support IF Metall and to undertake industrial actions targeted against Tesla. For instance, the Swedish Electricians' Union stopped providing services to Tesla's charging stations; the Swedish Transport Workers' Union stopped loading and unloading Tesla cars in Swedish harbours; the Swedish Union of Civil Servants ST and the Swedish Union for Service and Communication Employees SEKO stopped handling post and mails to Tesla via the post company PostNord, including delivering plates of newly registered cars. This latter was challenged by Tesla by demanding the district court to issue an injunction to PostNord to deliver accumulated post. However, the court and later the Court of Appeal, declared that to welcome such a demand would be tantamount to declare the industrial action unlawful, which instead is a constitutionally guaranteed rights of the unions.⁵ IF Metall was even supported by sympathy actions undertaken by several trade unions in the neighbouring countries Finland, Denmark, and Norway (Nyström and Kutlu Mutluer 2025).

Despite this wave of sympathy actions, the conflict is still ongoing. The reasons for this are multiple. From a power-resource perspective, IF Metall lacks sufficient structural power in relation to Tesla, given that the company does not produce cars in Sweden, which also contributes to limit the strength of IF Metall's associational power due to the small numbers of Tesla's employees in Sweden and the even smaller number of IF Metall's members among them. At the same time, IF Metall can count on a very solid strike fund to finance the conflict as to ensure a certain income to employees on strike, which do not receive wages while the strike is ongoing – a further institutional power resource typical of the Swedish system. Despite a strong institutional power resource, that includes the wide scope of collective action in a dispute of interests, and strong ideational power, in the sense of the understanding of the importance of collective agreements in the Swedish model

⁵ T-14647-24.

shared by all industrial relations actors (Bender 2025), the union still has not yet succeeded in forcing Tesla to sign a collective agreement. For Tesla, Sweden is the battleground of a global struggle on working conditions and unionisation (Minchin 2021). In this sense, there is a shared understanding that if Tesla would surrender to IF Metall, this might cause a spillover effect and lead unions in the other countries where Tesla is present, not least the US, to demand the signature of a collective agreement (Bender 2025). Although an anomaly within the Swedish model, the Tesla conflict highlights some of its strengths and limits. While it put all industrial relations actors on the same side to criticize Tesla for its disrespect towards the model, it also opened up for new ideas to circulate. In the wake of the Tesla conflict, the neoliberal think tank Timbro advanced the proposal to forbid sympathy actions by removing the exemption from the social peace obligation (Danieli, Zetterval 2024). The proposal did not lead to any concrete discussion, but a reform in that sense would drastically reduce the institutional power of Swedish unions.

6. *Solidariska Byggare*: strike to enforce a collective agreement

The third case concerns the blockades put in place by a local trade union club for construction workers named *Solidariska Byggare* (Builders in Solidarity) which organises migrant construction workers in the area of Stockholm. The club was established in 2020 as part of the Stockholm chapter of the syndicalist trade union confederation SAC (*Sveriges arbetares centralorganisation*). This trade union was established in 1910 and since then has been a central actor of labour and social movements in Sweden. Due to its ideology privileging direct action, the union has always been at the margins of the Swedish model of industrial relations (Fahlbeck 1999). It does not consider collective bargaining and compromise as the right strategy to aim at improving workers' conditions as well as at democratising workplaces and society at large. The union is inspired by principles of local self-organising, antiracism, and feminism. It is not affiliated with any of the traditional trade union confederations and nowadays has 21 local clubs in different cities around Sweden organising workers across all sectors, but mostly active in sectors where workers are most exposed to vulnerability and substandard working conditions. In principle they do not sign collective agreements. However, local clubs of SAC make large use of legal mechanisms to make sure that their members receive the rights they are entitled to according to the applicable collective agreement or employment contract (Calleman 2025, Schoultz and Muhire 2024, Selberg 2014).

As said, *Solidariska Byggare* is active among migrant construction workers. The construction sector in Sweden has certain specific characteristics that makes it a special case within the Swedish model. Union density is slightly lower than the national average for blue-collar workers: 56% against 62%. But it is significant that in 2006, union density among construction workers was up to 81%. The sector is also characterised by a widespread employment of workers posted from other EU countries, which might contribute to making the real data on union density even lower (Kjellberg 2023). Collective agreement coverage is in line with the national data: 87% against 88%. However, the effective enforcement of collective agreements in the construction sector is a real challenge. The massive resort to subcontracting, including the phenomenon of “masked staffing”, that is a provision of manpower under the form of subcontracting (Ahlstrand 2022), intersect with the widespread presence of small companies, the temporary nature of construction work and thus of employment and, often, with the precarious conditions of migrants employed as construction workers. Combined with the relatively low union density, these features hinder the power of control and monitoring of collective agreement enforcement that unions have. The Swedish system attributes to unions the prerogative to monitor the correct application of collective agreements and to follow up possible violations, in particular in relation with the wage clauses (Sjödin 2019). Institutional power must be then coupled with associational power in order to be effective.

The construction sector is therefore characterised by high collective agreement coverage and low union density. This mismatch makes enforcement of collective agreement difficult to monitor. Within this context, the case of *Solidariska Byggare* is peculiar. Its mission is to make sure that construction workers receive wages and other remunerations that they are entitled to according to the collective agreement applicable on the workplace – a collective agreement that however has not been signed by *Solidariska Byggare*, but rather by the LO-affiliated union *Byggnads* (*Svenska Byggarbetsförbundet*, the Swedish Construction Workers’ Union). To ensure this, the union makes use of a specific form of industrial action, the *indrivningsblockad*, which can be translated as “collection blockade” and refers to a blockade that a union undertakes in order to demand the employer to pay wages and other remunerations for work that has been performed. This form of action was quite popular in past times, when wage theft was more common and difficult to remedy (Vagner 2024). It progressively became obsolete partly because of the consolidation of the Swedish model around the practice of social partnership and partly because of the adoption of specific legislation to guarantee wages for employees of companies who went bankrupt (Ericson and Eriksson 2020). The *indrivningsblockad* is expressly listed as one of the exceptions to the social peace obligation in the Co-determination Act (Section 41). From the case law

of the Labour court, this form of conflict emerges as an established and traditional right for trade unions in Sweden, to the extent that restrictions to its exercise must be interpreted strictly⁶. Unlike more “classical” forms of industrial actions, no notification to the counterpart is required because of the possible defusing effect this requirement would have on the effectiveness of the blockade (Edström 2020). Yet this form of industrial action has a limited aim. It can only be undertaken to demand payment of debts towards the employee concerning wages or other remunerations for work that has been performed (such as leave compensation, overtime, etc.). The Labour court has clarified that it cannot be lawfully undertaken before the employer actually contracts a debt with their employees, as for instance to claim the creation of a bank guarantee for the wages.⁷ This applies also for migrant workers who do not have a permit to work in Sweden and who often are the target of violations of collective agreements (Ahlstrand 2022). The Act (2013:644) provides that undocumented migrants are entitled to wages and other remuneration for work that they have performed (see Selberg 2014).

The case of *Solidariska Byggare* shows how the *indrivningsblockad* constitutes a strong institutional power resource for unions that aim at enforcing collective agreements in a context like the construction sector in which they lack structural power, due to the high turnover level among construction workers and the relatively low skills needed. Nevertheless, construction is a labour-intensive sector, which means the associational power is key for the union. *Solidariska Byggare* has been very successful in collecting wages and other remunerations that had not been paid to construction workers, and this draw significant media attention, putting the vulnerability of migrant workers in construction under the spotlights (Sunvisson 2022, Vagner 2024, Dagens Nyheter 2025). As power resource, the *indrivningsblockad* is quite easy to access. The employer who has not paid due wages to their employees would certainly be condemned by the Labour court if the individual case would reach it. In addition, the fact that often the employer is bound by a collective agreement only aggravates their position. Often, it is enough for the labour activists of *Solidariska Byggare* to notify the employer that an *indrivningsblockad* will be put in place in order to recover the wages owed to their members. This has also contributed to strengthen the associational power of the union by recruiting new members (Boss et al. 2023).

⁶ AD 1991 nr 52.

⁷ AD 1976 nr 136.

7. Concluding discussion

Each of the cases discussed above illustrates a key element of the regulation of the right to strike in Swedish industrial relations and provides for a contextualised analysis of its exercise as a source of union power: a) the case of *Vårdförbundet* highlights the use of strike to exert pressure on the counterpart during negotiations to renew a sectoral collective agreement and the role of (and limitations imposed by) mediation; b) the case of IF Metall against Tesla highlights the use of the strike as an instrument to put pressure and demand the signature of a collective agreement to an outside company as well as it underlines the significant role and function of sympathy actions in the Swedish model; c) the blockades undertaken by *Solidariska Byggare* highlights how collective actions can be a way to enforce a collective agreement in a context at the margins of the Swedish labour market. The first case illustrates a classical example – a dispute to renew a collective agreement. While the other two cases identify marginal situations within the Swedish model: a strike to remedy to an anomaly (Tesla) and an industrial action to remedy to a shortcoming of the model, that is the enforcement of collective agreements where unions are not representative of the workforce.

In all those cases, the exercise of the right to strike constitutes a source of institutional power that unions have and can mobilise in order to exert pressure in the conflict. The right to strike in Sweden emerges as a source of power that unions can easily access and mobilise – but mostly in connection with disputes on the labour market. Beside the obligation of social peace and procedural rules on mediation, very few restrictions exist to the access to this power resource. Even during the exercise of the right to strike, no major limitations exist as for instance Swedish labour law does not provide for a principle of proportionality that applies to strikes. However, to be successful, the exercise of the right to strike needs to be supported by other types of union powers. In the case of *Vårdförbundet*, the institutional power resource was backed up by the structural power of healthcare workers (net of the limitations due to the restrictions to the right to strike in essential services) but also by the ideational power represented by the shared understanding of the strike as part of “the rules of the games” in industrial relations. In the case of Tesla, this form of ideational power is absent, while structural power is limited too, and therefore IF Metall struggles to succeed in its battle over the signature of a collective agreement. The case of *Solidariska Byggare* shows that the exercise of the blockade is successful because of the already accumulated institutional power of the workers, who are entitled to the terms and conditions of the collective agreements that the union aims at enforce via industrial actions, but also because of the associational power that the union achieves by

successfully mobilising institutional power resource of the *indrivningsblockad* itself.

Within the power resource theoretical and analytical framework, institutional power resources have received comparatively limited systematic attention. They are generally understood as the formal rules and institutional arrangements in the legal and industrial relations systems that shape workers' and unions' capacity to act and contribute to workers' and unions' power. However, their interaction with other forms and dimensions of union power and power resources could benefit from further exploration. The Swedish model represents a privileged case study in this regard. Swedish unions have traditionally had high levels of institutional power both as a result and as a source of other types of power – mainly associational, ideational and coalitional. Recent socio-economic and political developments such as global competition, austerity, neoliberal reforms, transnational labour mobility and migration, constitute challenges to the accumulated power of Swedish unions. Given the central role of rules and institutions in sustaining the resilience of the Swedish model, a more systematic and in-depth analysis of the interaction between institutional power and institutional power resources and other forms of union power and power resources would contribute both to the further development of the power resource approach and to a clearer understanding of the transformation currently affecting the Swedish model.

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