Digital collaborative platforms: A challenge for social partners in the Nordic model

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ABSTRACT

Crowdworkers—workers in the new digital economy—face new employment situations not covered by the existing legislation. This paper focuses on the specific problems in the labour and social security legislation as it relates to crowdworkers, analysing their place in labour markets, and especially in the collective agreements which are the standard means of regulating working conditions in the Nordic model.

Exactly how the concept of employment should be framed when someone works for an online platform depends entirely on the platform's business model, which can vary from closely managed, vertically integrated businesses to service-only crowdsourcing agencies, so it is not easy to make general statements about crowdworkers' status. This paper analyses whether the concept of an 'employee' can be applied to crowdworkers, looking at both labour and tax law (the latter being especially important in the handling of social security and unemployment benefits). Under labour law the concept of an employee is a matter of interpretation, and the Swedish Labour Court would probably hold many crowdworkers to be employees, but equally a considerable number, being self-employed, would not be. The law on working and employment conditions offers only limited protection of those on short, fixed-term contracts; instead, it is social partners that have improved crowdworkers' conditions in some industries by using collective bargaining. However, there are no collective agreements in the digital economy, or indeed for platform entrepreneurs. The complications of the parties' positions will be analysed, especially as platforms do not consider themselves to be employers, but rather coordinators of the self-employed. Particularly significant for the crowdsourcing economy are the regulations that give the same employees' rights to 'dependent contractors' who have employee-like status to organize and enter into collective agreements, while many crowdworkers are in a grey area, being neither employees, 'false self-employed', assignment workers, nor self-employed.

Legislatures are reviewing the situation at the national and EU levels in order to strengthen the rules for those in atypical forms of employment. This may lead social partners to finally acknowledge that they will have to introduce collective bargaining into the digital economy.

1. INTRODUCTION

New technology brings new forms of work in the digital economy, or gig economy as it is often known. Gig is a term borrowed from the music industry, where a gig is a musician's temporary, one-off assignment for others. Those who take these 'gigs' are often called crowdworkers. This term refers to the fact that work tasks are offered to a large number of people, the 'crowd'. The terminology of the

collaborative economy is new, and is used in different ways depending upon the context. There are many different kinds of crowdwork, and there is no legal definition. Here it is used for the performing party (service producer) in the digital economy.[1] Online collaborative platforms or digital sharing platforms (hereafter platforms) are now a standard business model where a third party brings together two others—the service provider (crowdworker) and the service consumer—and enables a transaction between them.[2]

Eurofound has studied and mapped the new forms of employment and work that have emerged in Europe since the turn of the millennium.[3] Work in the digital economy is 'new' either in the sense that it did not exist before, being the result of digitization and the collaborative economy, or because it has become far more prevalent thanks to the new technology. What is common to all these new forms of work is that they are seldom a question of traditional, full-time, permanent employment. On the contrary, it is almost always work done by the self-employed or those in short-term fixed-term employment.[4]

According to Eurofounds report, *ICT-based mobile work* is new or of increasing importance in all Nordic countiers. ICT-based mobile work means the use of new technology to carry out work wherever and whenever the worker wishes – outside of normal working hours or workplaces. This form of work is relevant for both employees and the self-employed. In Denmark and Norway, *portofolio work* (sole proprietors work for many clients, carrying out small, short-term assignments for each client) has emerged and in Denmars c*rowd employment* (where many workers are gathered for an assignment via an online platform) has also

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[1] Annamaria Westregård, `Collaborative economy – a new challenge for the social partners´ in Kerstin Ahlberg (ed.) *Vänbok till Niklas Bruun* (Iustus 2017).

[2] See also SOU [Government White Paper] 2017:26 *Delningsekonomin På användarnas villkor*, 64, 191–2.

[3] See Eurofound, *New forms of employment*, Publications Office of the European Union (2015).

[4] See also Annamaria Westregård, `Precarity of new forms of employment under Swedish labour law´ in Precarious Work. The Challenge for Labour Law in Europe, *eds.* Izabela Florczak, Jeff Kenner and Marta Otto, 2018, Edward Elgar Publishing, forthcoming; SOU (Government White Paper) 2017:24 Ett arbetsliv i förändring—Hur påverkas ansvaret för arbetsmiljön? chap 7,9,10 and 11; Samuel Engblom and Jacob Inganäs *Atypiska företagare – om relationen mellan företagare och deras uppdragsgivare* TCO (The Swedish Confederation of Professional Employees) rapport 1 2018; about Denmark see Steen Scheuer, *Atypisk beskæftigelse i Danmark Om deltidsansattes, midlertidigt ansattes og soloselv-stændiges vilkår* LO-dokumentation Nr. 1/2017.

increased. In Sweden, specially *umbrella companies* (see Section 2) are of increasing importance.[5]

The purpose of this article is to highlight the legal problems associated with platform-based work that are seen in the Nordic model. I will focus on conditions in Sweden, with some comparisons with the other Nordic countries. In the Nordic countries there are many similarities in how the labour market is organized, but equally there are considerable dissimilarities, to the point where it might even be correct to talk of five distinct Nordic models.[6] By Nordic model, I here mean the situation in which the state holds back from detailed labour legislation, and limits itself to providing a legal framework for the social partners, in the expectation that they will regulate wages and working conditions in collective agreements. In Sweden, the collective agreement coverage is high: in the public sector, 100 per cent of employees are covered by collective agreements, while for private individuals the figure is approximately 85 per cent. This high level of coverage is largely thanks to the fact that employers are organized in employers' organizations, and are thus included in the industry-wide agreements. The employees' degree of organization is relatively high, being on average about 70 per cent.[7]

I begin with a synoptic owerview of the digital economy and umbrella companies (Section 2). The definitions of employee and self-employed are analysed with focus on crowdworkers (Section 3). An important consequence if crowdworkers are regarded as self-employed instead of employed is that they are not covered by labour law, and thus not collective bargaining. The nature of the working and employment conditions stipulated in the Swedish legislation as it applies to crowdworkers who are employees and on fixed-term contracts are detailed (Section 4). In the Nordic model, working conditions are above all be governed by collective agreements. I analyse parties to actions under collective labour law, focusing on the digital economy and the ways in which the Swedish term for 'dependent contractor' is applied when collective agreements regulate terms for certain categories of self-employed, and similarly the possibilities for social partners to regulate working conditions for crowdworkers and other in the digital economy

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[5] Eurofound 2015 chap 6,8,9 and 10

[6] See Niklas Bruun, *Den nordiska modellen för facklig verksamhet i den Nordiska Modellen Fackföreningarna och arbetsrätten i Norden—Nu och i framtiden*, (Liber 1990), 17 ff; Niklas Bruun 'The Future of Nordic Labour Law' (2002) Scandinavian Studies in Law 43, 375–85.

[7] *Avtalsrörelsen och lönebildningen år 2017* Medlingsinstitutets årsrapport, 224–5.

(Section 5). Another factor in the Nordic model is the financial security it offers in the shape of the social security regulations for performing parties if their work falls through. The crowdworkers' precariousness stems not only from their working conditions, but also from their poor social security benefits and unemployment benefits, where they are eligible at all. The particular difficulties crowdworkers encounter in the social security system are highlighted (Section 6). Finally, I round off with some concluding remarks (Section 7).

2. ONLINE COLLABORATIVE PLATFORMS AND UMBRELLA COMPANIES

In Sweden as elsewhere, online platforms have a variety of business models, but with that said, two main types can be distinguished. Either they specialize in local, physical work, or in completely digital work where the parties never meet one another.[8] The platform can serve to bring together service producers and service consumers, and nothing more. It can also be part of a business model with a far more structured organization, where all contact between service producers and consumers goes via the platform, which also has a clear set of rules for how services should be provided, price-setting, and so on. The platform provides the service, which the service producer then performs. The nature and workings of online platforms have been described at length elsewhere, so I will not dwell on the subject here.[9]

A new business model that has been rapidly adopted in Sweden, keeping pace with the rise of the collaborative economy, is a variant of the umbrella company and the platforms that use umbrella companies as middlemen.[10] The umbrella companies have a special design; The performing party bids for work and, if successful, arranges both the work and the remuneration with the client. The performing party then makes sure the client has signed a contract with the umbrella company. The client is invoiced by the umbrella company, which in turn employs the performing party for the duration of the assignment. Once the client

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[8] SOU 2017:24, 197.

[9] Valerio De Stefano, `The rise of the 'just-in-time workforce: On-demand work, crowdwork and labour protection in the "gig-economy"´ ILO, Conducion of Work and Employment 71 (2016), 1; Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions, *A European agenda for the collaborative economy*, Brussels 2 June 2016 COM (2016), 356 final; De Stefano 2016.

[10] SOU 2017:24, 167. According to the branch organization, the number of umbrella companies employees grew from 4,000 in 2011 to 44,000 in 2017, and increased by 31 per cent in 2016, http://www.egenanstallning.org/index/news > accessed 30 July 2018.

has paid the umbrella company, the performing party is credited, after deductions for tax, social security contributions, and the umbrella company's commission.[11] The parties rarely meet in real life, with all contact between them conducted electronically.

Swedish umbrella companies have a trade organization, where membership is predicated on companies taking responsibility for the performing parties for the time they are working.[12] Umbrella companies are similar to temporary work agencies in their operations, with the difference that a temporary employee works when the employer decides, while the performing party of an umbrella company decides when to work and then 'hires' an employer. The question of whether umbrella companies are covered by the Agency Work Act (2012:854) depends on the interpretation of the definition of temporary work agencies in section 5 (1). Umbrella companies scarcely existed in Sweden in 2012 when the law was passed, and they were not mentioned in preparatory work for the Bill.[13] By law, temporary agency work is when a company employs temporary agency workers in order to assign them to work for users, under their supervision and direction. If a company instead places its employees to do a particular job under its direction for another company, then that is contract work, which is not covered by the law.[14] Any decision whether a company is a temporary work agency or not must also correspond to the interpretation under the Temporary Agency Work Directive.[15] Where an umbrella company is judged to be termporary work agency, the consequence is that its employees are entitled to the basic working and employment conditions set down in the end-user's collective agreements and other binding general provisions.[16]

There have been no cases in the Swedish Labour Court that concern crowdworkers in the collaborative economy, or that indicate whether the performing parties in an umbrella company should be considered employees, or whether umbrella companies are temporary

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11 See SOU 2017:24, 161 ff, 198; the Swedish Tax Agency, https://www.skatteverket.se/privat/skatter/arbeteochinkomst/inkomster/egenanstalln ing > accessed 30 July 2018; Eurofound, *New forms of employment*, Publications Office of the European Union (2015), 120.

12 http://www.egenanstallning.org/ > accessed 30 July 2018.

13 SOU 2011:5 *Bemanningsdirektivets genomförande i Sverige*; Proposition [Government Bill] Prop. 2011/12:178 *Lag om uthyrning av arbetstagare*.

14 SOU 2011:5, 55; see also Labour Court ruling 2006 nr 24 on contract versus agency work.

15 Directive 2008/104/EC of the European Parliament and the Council of 19 November 2008 on temporary agency work.

16 Sections 5 (3) and 6 the 2012 Agency Work Act (2012:854).

work agencies in the meaning of the 2012 Agency Work Act. Since the parties themselves say that the performing party is an employee—and that the umbrella company has all the responsibilities of an employer—it is possible that the Labour Court would judge it to be employment. It is not self-evident, however, that the rules for employees' unemployment insurance apply to the performing party. The degree of independence determines whether it is employment in the sense used for unemployment insurance in the Administrative Court of Appeal.[17] It is these construals of employment that mean the term's meaning shifts according to the legislation, as is discussed in the following sections.

3. EMPLOYEE OR SELF-EMPLOYED

3.1. INTRODUCTION

Swedish labour law is a binary system in which someone is either employed or self-employed.[18] There is no intermediate category, and nothing to indicate that the government is planning to legislate for one,[19] largely out of fear of the new boundary issues that would arise, and the risk that groups previously held to be employees would end up in the new intermediate category.

Performing parties can be platform employees, perhaps even the service consumer's employees, or the work is done by someone who is self-employed and has their own company, a sole trader (*enskild firma*) or owner of a limited company (*aktiebolag*). If the work is occasional and

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[17] Judgement from Administrative Court of Appeal in Gothenburg 11 May 2010 (case no. 3059–09); Judgement from Administrative Court of Appeal in Gothenburg 17 February 2015 (case no. 911–15); see also the Swedish Unemployment Insurance Board (IAF) appeal to the Supreme Administrative Court in the Judgement from Administrative Court of Appeal in Gothenburg 11 May 2010 (case no. 3059–09) review not granted (case no. 4218–10). See also *Uppdragstagare i arbetslöshetsförsäkringen*, 2016:3, 15–16, about the particular difficulties relating to the self-employed.

[18] See Annamaria Westregård, 'The Notion of "employee" in Swedish and European Union Law: An Exercise in Harmony or Disharmony?' in Laura Carson, Örjan Edström and Birgitta Nyström (eds.) *Globalisation, Fragmentation, Labour and Employment Law—A Swedish perspective* (Iustus 2016); se also Ole Hasselbalch, *Arbejdsretten*, (11th edn, Djøf Forlag 2013, revise oktober 2017 available through Schultz arbejdsretsportalt, *Arbejdsretsnøglen*) Section III, section 1.1. and comments on the danish binary system; see also Marianne Jenum Hotvedt, `Arbeidstaker-Quo vadis? Den nyere utviklingen av arbeidstakerbegrepet´ (1/2018) Tidsskrift for Rettsvitenskap vol 131, 42-103 about Norway.

[19] In the latest review of the concept of employment in 2002, the legislators made it clear that there are no plans to introduce a third category of party in addition to employee and self-employed; see Legislative Inquiry Ds. 2002:56, 133.

small-scale, which is common in the digital economy, this is done often by an assignment worker (*uppdragstagare*). An assignment worker is someone who takes on work without being employed or having their own business. The terms employee and worker could have various meanings, e.g. in the UK. In Sweden, an employee (as the term is used here) is virtually the same as both an employee *and* a worker.[20]

The definitions of employee and self-employed are important to decide the scope of the labour legislation and the collective agreements as they, whith some exceptions, only apply to employees.[21] It is also important in social security legislation to decide the nature of the performing party as different regulations apply to employees and self-employed. The legislation has special difficulties to handle assignment workers and decide whether the legislation for employee or self-employed apply in different situations.

3.2. THEORY OF DISPOSITIVE FACTS

When judging whether someone is an employee or not, in the Nordic countries the assessment is based on the relevant circumstances or criteria. In Denmark and Norway in particular, the purpose of a legislation is important for its area of application.[22] According to Källström and Malmberg, in Sweden too the parties to an action and type of dispute determine the weight given to various criteria in the overall assessment, although that approach is not accepted there.[23]

In his theory of dispositive facts,[24] Axel Adlercreutz identifies the set of relevant circumstances (legal facts) that must all be present for it to count as employment. There has to be 'contract that a performing party

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[20] UK legislation distinguishes between employee and worker, with worker being the far broader term, see the Employment Rights Act 1996, 230 (1)–(3); Jeff Kenner 'Inverting the Flexicurity Paradigm: The United Kingdom and Zero Hours Contracts' in Ales et al. (eds) *Core and Contingent Work in the European Union, A comparative analysis* (Hart Publishing 2017), 153–83.

[21] See also Hasselbalch 2013 (2017) Section III, Section 1.1.

[22] Ruth Nielsen, 'Arbejdstagerbegrebet i et arbejdsmarked under forandring—et komparativt perspektiv' (2002) Arbejdsretslig tidsskrift, 152–75, 157; Hotvedt 2018, 59ff; Kent Källström, 'Employment Agreements and Contract Work in the Nordic Countries' (2002) Scandinavian Studies in Law 43, 77–86; Källström and Malmberg *Anställningsförhållandet—inledning till den individuella arbetsrätten* (4th edn, Iustus 2016), 26 n. 13 and 28 n. 18.

[23] Källström and Malmberg 2016, 28–9.

[24] The term dispositive facts (*rättsfakta*) has a variety of translations, here in the sense that facts decide a legal question.

must personally perform work on behalf of another party'.[25] To this different circumstances or evidentiary facts of varying degrees relevance are added, depending on which law is applied.[26] Examples of evidentiary facts are the degree of independence in relation to the principal; whether the performing party has more than one client or was previously employed by the principal; what the parties' intent was; the scope of the work; whether remuneration was paid; who owned any equipment; trade practices, etc.

Although the relevant circumstances in the concept of employment are the same, the evidentiary facts are assessed differently depending on the legislation. Here, the focus is on how the concept of employment is judged in labour law and tax law. The manner in which 'employee' is assessed in tax law is also significant for access and methods of calculating social security benefits and unemployment benefits, which are based on the notion of a tax-based workforce.[27] This also means that a performing party could be regarded as an employee in labour law but as self-employed in the social security legislation. It is difficult for crowdworkers to foresee their classification and to calculate their social security benefits and that is a disadvantage.

3.3. EVIDENTIARY FACTS IN LABOUR LAW

In order to determine whether an employment relationship is covered by the 1982 Employment Protection Act (1982:80), the degree of independence is assessed, along with whether the performing party is under the principal's direction and part of that company's activities. All this indicates that an employment relationship exists.[28] If there is only one client, it is an indication that it is a matter of employment, especially if the performing party was previously employed by the principal. A substantial change in working conditions is required for it to be regarded a contract of employment thereafter.[29] In labour law, the concept of the employee is a sufficient imperative that even when the parties agree on a contract of employment and that the performing party is self-employed,

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[25] Axel Adlercreutz, *Arbetstagarbegreppet* (Norstedt 1964), 186, 276 ff; Ds. 2002:56 *Hållfast arbetsrätt för ett föränderligt arbetslivs*, 111, n. 63; Westregård 2016.

[26] Adlercreutz 1964, 187–8.

[27] 2010 Social Insurance Code (SFS 2010:110); 1997 Unemployment Insurance Act (SFS 1997:238).

[28] Tore Sigeman and Erik Sjödin *Arbetsrätten—En översikt* (7th edn Wolter Kluwer 2017), 27.

[29] Källström and Malmberg 2016, 28; Labour Court rulings AD 2012 no. 24 and AD 2005 no. 16.

so the performing party may well be held to be an employee by the Labour Court. Very brief, occasional work can be held an employment relationship.[30] Although where the parties have agreed there would be no wage because it was an internship, the Labour Court took the comprehensive view that there was a position, and the employer was obliged to pay wages according to the current collective agreement.[31] The Labour Court also adheres to what is considered as customary in the industry. One example is how for journalism the Labour Court followed the collective agreement's provisions on what constitutes a freelance worker is under the Freelance Agreement.[32] The collective agreement's definition is industry praxis. According to this agreement (and industry practice), a performing party may be regarded as self-employed, even when in an assessment of evidentiary fact—such as only one principal, regular hours or work for extended periods time, the principal providing equipment and tools etc.—in an 'ordinary' case it would be considered a worker.[33] Were the social partners to arrive at a collective agreement for crowdworkers, the contract's construal of the concept of employment would thus be important as a trade practice according to the Labour Court.

3.4. EVIDENTIARY FACTS IN TAX LAW

In tax law, the weighting and assessment of evidentiary facts is somewhat different. New rules were introduced in 2009 to make it easier for individuals to obtain approval for Swedish Business Tax Certificiate (godkänd för F-skatt).[34] As before, it is based on broad evaluation of the same set of circumstances used in labour law, looking at whether the performing party is sufficiently independent for Business Tax Certificiate approval and to be counted self-employed; the difference is in the fact that certain evidentiary facts taken from the wording of the acts are accorded greater importance. One criterion mentioned in the legislation is the extent to which an assignment worker is dependent on the employer and is part of their business. The fact that the employer decides how, when, and where the work is to be done—including on its

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[30] Sigeman and Sjödin 2017, 32; Källström and Malmberg 2016, 27; Labour Court rulings AD 2013 no. 92 and AD 2005 no. 33.

[31] Labour Cour ruling AD 2003 no. 1; see also Källström & Malmberg 2016, 27.

[32] § 2 Kollektivavtal mellan Svenska Tidningsutgivareföreningen och Svenska Journalistförbundet för frilansarbetare 1994.

[33] Labour Court rulings AD 1987 no. 21, AD 1994 no. 104 and AD 1998 no. 138; see also Ds. 2002:56, 121.

[34] See chap 13 section 1 of the 1999 Income Tax Law (1999:1229).

premises and with its tools—according to the preparatory works this does not automatically mean that the assignment worker is under the direction of the employer. According to the preparatory works, it is also standard for a former employer to be the new company's first and only client, yet even so the business must be considered independent. In addition, particular attention must be paid to the parties' intent, while the number of clients is less important.[35]

From this example, it is clear that evidentiary facts are assessed differently in labour law and tax law. A performing party should thus be thought an employee under the 1982 Employment Protection Act, but self-employed under the Income Tax Act (1999:1229), and thus qualify for approval for Business Tax Certificiate. Business Tax Certificiate approval or not adds little of weight, when the concept is assessed under labour law.[36] Were the Swedish Tax Agency to go over in a case to considering the performing party to be an employee, this would have consequences for the principal, who would duly be required to pay social security contributions and taxes to the Swedish Tax Agency, which may amount to significant sums. Predictability is therefore important.[37]

The problem, that the rules for Business Tax Certificiate approval can result in more people being hired as sole traders, even though they are actually employed—the so-called `false self-employed´—as was brought to the attention of the Ministry of Finance, which appointed an inquiry to look at possible alterations to the legislation.[38] In the Government White Paper, (SOU 2018:49) the commissioner was specifically critical towards the fact that the former employer can be the new company's only client. Here, some changes in the legislation will probably be suggested to avoid the `false self-employed´.[39]

3.5. THE CONCEPT OF EMPLOYMENT IN A DIGITAL ECONOMY

How should the concept of employment be applied to crowdworkers in the collaborative economy? The answer depends on which businessmodel the platform has, which country´s concept of

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[35] Prop. 2008/09:62 *F-skatt åt fler*, 26–7.

[36] Källström and Malmberg 2016, 31; In Denmark and Norway seems the established practice in tax law follow the established concept of employment in labour legislation; Hasselbalch 2013 (2017) Section III, Section 1.2.1; Hotvedt 2018, 51, 58 and 64.

[37] See also Westregård 2016.

[38] Dir. 2017:108 *Översyn av F-skattesystemet*.

[39] SOU 2018:49 *F-skattesystemet-några särskilt utpekade frågor*, 211 f.

employment and which legislation that is applied, so it is very difficult to make any precise statements.[40]

A more general guide is a model put together by the European Commission for assessments of collaborative platforms.[41] The first question is whether the platform really provides services, or if it is only a middleman. Criteria for determining whether a collaborative platform provides a service include price, other key contractual terms and ownership of key assets. The next question is whether the performing party is self-employed or an employee. Here the Commission stipulates three criteria.[42] It is the criterion of *subordination*. It requires that the platform leads the crowdworker's work by determining the choice of activity, remuneration and working conditions. The mere transfer of payment does not mean that remuneration is determined by the platform. Next criterion is the *nature of work*, which requires the existence of an actual business activity with an economic value according to the Commission, conditions such as short work duration do not preclude an employment relation. The last criterion, *remuneration* shall primarily distinguish ordinary work from volunteer work. To determine whether a relationship is one of employment, an assessment shall be carried out using all three criteria.

The criteria are based on the definition of the term 'worker', established by the Court of Justice of the European Union, CJEU, in their settled case law.[43] However, the Swedish concept of employment is more extensive. Criteria such as remuneration and the duration of the work are not among the necessary prerequisites, in order for it to be considered employment.[44] Considering this, if the model is adapted for

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[40] See Annamaria Westregård, 'Delningsplattformar och crowdworkers i den digitaliserade ekonomin—En utmaning för kollektivavtalsmodellen' in Birgitta Nyström, Niklas Arvidsson and Boel Flodgren (eds) *Modern affärsrätt* (Wolters Kluwer 2017); Hasselbalch 2013 (2017) Section III, Section 3.4.; Marianne Jenum Hotvedt, 'Utfordringene i formidlingsökonomien: Arbetsgiverplikter for Uber' in Festskrift till Stein Evju (Universitetsforlaget 2016), 327–38.

[41] Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions—*A European agenda for the collaborative economy*, Brussels 2 June 2016 COM (2016) 356 final, 5 and 11; see Westregård, *Vänbok till Niklas Bruun*, 2017, 427 ff. how the model is used on the concept of employment in Sweden.

[42] COM (2016) 365, 12 ff.

[43] COM (2016) 356 final, 5 and 11; Judgements in *Lawrie-Blum v Land Baden-Württemberg* C–66/85 ECLI:EU:1986:284 para 16–17; *Levin v Staatssecretaris van Justitie* C–53/81 ECLI:EU:1982:105; Birgitta Nyström *EU och arbetsrätten* (5th edition Wolter Kluwer 2017), 139–40; Källström and Malmberg 2016, 28 and Westregård 2016.

[44] Sigman and Sjödin 2017, 32.

the concept of employment in the present country, it could be used as a help to define the concept of employment for performing parties in the collaborative economy.

4. WORK AND EMPLOYMENT PROTECTION

In Sweden, anyone who is an employee is subject to labour law but this legislation does not, with some exemptions, apply to the self-employed.[45] Many of the performing parties in atypical employments, as well as many self-empoyed, are in a precariuos situation.

The regulations for the protection of working and employment conditions in the 1982 Employement Protection Act concentrate on those in permanent or long-term employment. In the case of redundancy, both permanent and fixed-term employees (those who have worked fewer than twelve months) are entitled to be rehired if their employer begins to recruit within nine months of the employee being laid off. This is an important rule for long-term, fixed-term employees in Sweden. When someone is employed on a fixed-term contract, it converts into permanent employment once the total time worked exceeds two years in a five-year period.[46] This and the rehiring regulations apply to crowdworkers on fixed-term contracts if they have worked long enough for the platform to qualify. It is the actual form of employment that is converted from fixed term to permanent; the Act is silent on the conditions that should apply, only stating that the conditions are a matter of negotiation between the parties.[47]

Employees in the collaborative economy are in most cases on short fixed-term contracts—they are only employees for the hours they actually work. There is no legal barrier to repeatedly employing someone for short jobs as long as the employer and employee agree on the form of employment in advance each time.[48] It falls to the employer to prove that it is not a question of permanent employment. For each job opening the employee has the right to turn it down and can instead work for

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[45] In principle, the 1977 Work Environment Act (Arbetsmiljölagen 1977:1066) does not apply to the self-employed, except for certain regulations about technical arrangements and dangerous substances, chap 3 section 5 (2).

[46] Sections 5 a and 25 of the 1982 Employment Protection Act

[47] For earlier work on the regulation of automatic conversion, Prop. 2005/06:185 *Förstärkning och förenkling – ändringar I anställningsskddslagen och föräldraledighetslagen,* 52; Prop. 2006/07:111 *Bättre möjligheter till tidsbegränsad anställning, m.m.* 28; Lars Lunning and Gudmund Toijer, *Anställningsskydd: En lagkommentar* (11th edn Wolters Kluwer 2016), 258.

[48] Labour Court ruling 2008 no. 81.

another platform. One question is whether a performing party can be on hold with several (possibly competing) apps or platforms at once, ignoring the rest if there is an assignment with one of them.

The rules on fixed-term employees are optional law in their entirety,[49] and, as befits the Nordic model, social partners in some industries have reached collective agreements on working conditions—some better, some worse—for those with short, temporary positions. One collective agreement of interest here is the recent White-collar Employee Agreements[50] between the white-collar trades union, Unionen, and the employers' organization for the Swedish service sector, Almega, which covers most white-collar workers in private sector service companies, including temporary work agencies. The collective agreements do not cover umbrella companies or platforms, although it is likely that service companies of that sort will join Almega if they do choose to join an employers' organization. The collective agreements are examples of how social partners agree to and change working and employment conditions where the legislation offers little protection.[51]

The opportunity to take on workers on a sequence of short, fixed-term positions can explain why 'no minimum hours working arrangements'[52] or zero-hour contracts[53] are not more widespread in Sweden. Another reason may be the limit on extra hours for part-time workers under in the 1982 Work Time Act. Part-time workers are not

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[49] Section 2 (3) the 1982 Employment Protection Act.

[50] Collective agreement between Unionen and Almega concerning tech and media companies for the period 1 May 2017 to 30 April 2020. The regulations are in § 2.2. Temporary employment is valid from 1 November 2017. The regulation is the same in all Almega's 22 collective agreements for white-collar workers.

[51] § 2.3 which applies from 1 November 2017. There is a special regulation for fixed-term employment, which means it must exceed a minimum employment period—which is missing from the law—of seven days, unless the employer and the employee specifically agree on a shorter period. If Unionen takes the view that employers are abusing their freedom of contract by repeatedly recruiting workers for shorter periods of time, even though the needs of the business could be met by offering longer fixed-term or permanent contracts, it can invoke the restrictions in the agreement. The regulations for automatic conversion to permanent employment are extended to a total period of three years—one year more than the law requires—in a five-year period.

[52] See Abi Adams, Mark Freeland and Jeremias Prassl 'The "Zero-Hours Contract": Regulating Casual Work, or Legitimating Precarity?' Legal Research Paper Series Paper No 00/2015 University of Oxford, 19.

[53] In the sense that there is permanent employment without a legal minimum number of fixed working hours.

allowed to work more than 200 hours a year, and in exceptional cases an additional 150 hours, over the contractually agreed number.[54]

It is possible to have a collective agreement for a form of employment where someone is permanently employed, but this only works when they are called on to do so by the employer, but that is very unusual. On-call work, which comes under the Security Industry Agreement, is an example of how social partners solved an existing problem.[55]

Thus, there is a difference in employee vulnerability between long and short fixed-term employment. Occupational protection legislation does not offer those employed in numerous short-term positions any special protection for their working and employment conditions, whether as minimum guaranteed working hours, or guarantees of continued work or minimum wages, as such things are only governed by collective agreements in accordance with the Nordic model. Crowdworkers in the collaborative economy, where they are considered employees in the first place, largely fall into this category. The problem with brief, temporary, fixed-term employment has been noted by Parliament, and an inquiry has been appointed to revisit the protections offered to employees in intermittent employment.[56]

5. COLLECTIVE AGREEMENTS FOR CROWDWORKERS

5.1. INTRODUCTION

The Nordic model thus relies on the regulation of the most important working conditions being arranged through collective

[54] Section 10 (2) of the 1982 Work Time Act (1982:673).

[55] § 1 moment 4 Behovsanställning in the Security Industry Collective Agreement between security companies and the Transport Workers' Union, 1 June 2017–31 May 2020. On-call employment means that working hours are not determined in advance and employers only offer work when staff are needed. Employees can at any time refuse the work offered, and they are paid by the hour. There are rules for the order in which work has to be offered, and the point at which employees convert automatically to another form of employment. The reason for the regulations is unusual: private security guards must be licensed by the County Administrative Board (Decree (1989:149) under regulations on security companies (Förordning 1989:149 om bevakningsföretag m.m.), which can be difficult to arrange for fixed-term employees called in at short notice to help with a major incident, for example. Those who take on-call work often have other jobs where they decide their own schedules, such as students or farmers (interview with Jonas Milton, former CEO and current Senior Adviser, Almega, the Employers' Organzation for the Swedish Service Sector, 8 February 2018).

[56] Dir. 2017:56 *Trygghet och utveckling i anställningen vad gäller arbetstid och ledighet*, 13, to be revised at latest 31 January 2019.

agreements, and not in the legislation. There are thus no rules on minimum wages, overtime pay, guaranteed minimum working hours, and so on. Other important regulations on fixed-term employment, conversion rules, and rehiring in the 1982 Employment Protection Act are semi-discretionary rules.[57] The result is that the legislation can be derogated from collective agreements at the industry level, but not at the local level or by personal contracts. If there is no collective agreement in a workplace, the employer is free to agree with its employees as it sees fit on all the unregulated issues, including wages, but otherwise it must comply with the legislation without the deviations agreed by the social partners in their collective agreements.

In Sweden, there are currently no collective agreements for crowdworkers or umbrella companies. There is a Nordic example of a collective agreement for crowdworkers, however: Denmark, where a one-year trial agreement between 3F and Hilfr (a cleaning company) will come into force on 1 August 2018. It holds the performing party to be an employee, but without a duty to work other than the assignments they have been contracted to do. There is a fixed minimum wage in the agreement.[58]

5.2. THE PARTIES

A collective agreement is a written contract that governs working conditions and the relationship between employers and employees, agreed between employers or an employers' organization and an employees' organization.[59]

In Sweden it is always a trades union that is party to the agreement for the employees. Some white-collar and academic trades unions (Unionen and Jusek among them) are interested in recruiting the self-employed, and they also want to attract crowdworkers. Unionen has a vision of social partners collaborating through industry-wide collective agreements, going on to create a system for the regulation of crowdwork.[60]

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[57] Section 2 (3) the 1982 Employment Protection Act.

[58] https://fagbladet3f.dk/artikel/rengoeringsplatform-indgaar-aftale-med-3f > accessed 30 July 2018.

[59] Section 23 of the 1976 Co-determination Act.

[60] See the Union's report *Unionen om plattformsekonomin och den svenska partsmodellen* (Unionen 2016) 97; joint declaration by IG Metall, Germany, and Unionen, Sweden, signed 8 June 2016 about cooperation in regulatory and policy matters for work in the field, and to share experiences in union recruitment of crowdworkers.

In the collaborative economy, determining who can be party to a collective agreement from the employees' side is nothing compared to deciding who should be party to it from the employer's side. The legal definition of an employer is usually fixed with reference to the concept of employment. Section 1 in the 1982 Employment Protection Act states which employees are covered by the Act, and Section 1 (2) in the 1976 Co-determination Act (1976:680) defines an employer as the party that the employee works for. The problem at present is that the platforms' representatives claim that platform employees are self-employed. Since they argue they are not employers and thus have no employers' responsibilities, they also have no interest in joining employers' organizations or regulating working conditions in collective agreements.

Prassle and Risak have analysed Uber and TaskRabbit, looking at the platforms' business models in order to identify the employer in a collaborative economy. Looking at various employer responsibilities, they find that Uber's business model fulfils all the functions of an employer, while TaskRabbit only exercises some, leaving others to be shared between the performing parties, the platform, and the users.[61] Marianne Jenum Hotvedt has analysed Uber's business model, and specifically the Norwegian concept of the employee, and, finding that the business model is a grey area, argues that the employer's responsibility in the collaborative economy does not necessarily have to be all or nothing.[62] Ilsö and Weber Madsen analyse a number of platforms operating in Denmark, and find that employers are yet to organize to any significant extent.[63] There is no Nordic case about performing parties and platforms, but in one case in the UK Uber has been found to be the employer of its drivers.[64]

The collaborative economy is an industry that differs greatly from what is customary in the Nordic model, where collective agreements are

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[61] Jeremias Prassle and Martin Risak 'Uber, TaskRabbit & Co Platforms by Employers? Rethinking the Legal Analysis of Crowd Work' (2016) Comparative Labour Law and Policy Journal 37, 619–51. The five criteria are inception and termination of the employment relationship; receiving labour and its fruits; providing work and pay; managing the enterprise–internal market; and managing the enterprise–external market.

[62] Hotvedt 2016, 337.

[63] Anna Ilsö and Louise Wever Madsen, *Industrial Relations and Social Dialogue in the Age of Collaborative economy (IRSDACE)* 2018 National Report Denmark, Employment Relations Research Centre Department of Sociology University of Copenhagen; see also more generally about the concept of the employer in Hasselbalch comments about danish law, Hasselbalch 2013 (2017) Section III, Section 2.

[64] Employment Appeal Tribunal *Uber BV and others v Mr Y Asiam & others* (2017) UKEAT/0056/17DA (EAT), 10 November 2017.

the self-evident and most important regulatory instrument. Until the employers take on a more organized form, there will be no collective agreements. It seems likely that those least averse to collective bargaining, despite the lack of clarity about their position as parties to an action, are the umbrella companies, for they already have a trade organization and say they are meeting their responsibilities as employers.[65]

5.3. WHO IS COVERED BY COLLECTIVE AGREEMENTS?

Given the broadest definition, the concept of 'employee' would certainly apply to a good many crowdworkers. Where a crowdworker is judged to be an assignment worker rather than an employee, it is very likely this falls under the term 'dependent contractor' in section 1 (2) the 1976 Co-determination Act (1976:580), and the same could be true of a self-employed crowdworker too.

The conflicts that can arise if the self-employed take employees' jobs by working for less than the wages agreed in the collective agreement were settled some time back in Swedish law by the term 'dependent contractor'. That is someone 'who works for another and at that time is not employed by them, but has a position that in essentials is the same as an employee's'.[66] Källström argues that the reason why the 1976 Co-determination Act also covers some of the self-employed is that they can negotiate and enter into collective agreements without affecting the application of other labour laws, such as the 1982 Employment Protection Act.[67]

The consequence of crowdworkers being accounted employed or 'dependent contractors' is that they are protected by the 1976 Co-determination Act's regulations on the right to join a trades union, to negotiate, to engage in collective bargaining and enjoy its legal effects, to strike, etc.[68] Social partners can enter into a collective agreement on their behalf, or apply the workplace's existing collective agreements, on the assumption that the performing parties' work comes within the scope of the collective agreement.[69]

When social partners collectively bargain for those who are not employees or those the CJEU term the 'false self-employed', the

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[65] *Egenanställningar- den svenska partsmodellens ingenmansland* 2017:1 FURION TCO:s (Federation of White-collar Workers) think tank.
[66] Section 1 (2) of the 1976 Co-dermination Act.
[67] Kent Källström *Löntagarrätt,* (Juristförlaget JF AB 1994), 70–1.
[68] Sections 7–9, 10, 26–7, 41 of the 1976 Co-determination Act.
[69] Section 26 of the 1976 Co-determination Act.

question is whether it conflicts with EU competition legislation. This will not be discussed further here.[70]

5.4. ARE THE PARTIES READY FOR NEW COLLECTIVE AGREEMENTS?

Given the way social partners have handled new situations previously, the answer has to be a cautious yes. Consider how the social partners handled temporary work agencies, a brand new service industry in Sweden in the early 1990s.[71] Almega and LO, the blue-collar trades union,[72] and again Almega and the white-collar trades unions,[73] arrived at a collective agreement for staff working for temporary work agencies in around 2000. What was interesting about the two collective agreements in question is that they cover the entire private sector, meaning that a temporary work employee can work in any of the sectors covered by the collective agreement and enjoy the same collective agreement and conditions. The exact detail of the agreements differ, but the principles are the same—both cover all temporary work employees, regardless of the industry they are hired out to.[74] The upshot is that temporary work

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[70] See moor in Westregård 2016; Westregård 2017, how 'dependent contractor' relates to EU competion law in the CJUE Judgement in *FNV Kunsten Informatie en Media*, C–413/13, EU:C:2014:2411.

[71] Ronnie Eklund, 'Temporary Employment Agencies in The Nordic Countries' (2002) Scandinavian Studies in Law 43, 311-33.

[72] The collective agreement on general employment conditions for temporary work blue-collar workers between Temporary Work Agencies Almega (Bemanningsföretagen Almega) and the blue-collar unions Fastighetsanställdas Förbund, GS—Facket för skogs, trä- och grafisk bransch, Handelsanställdas förbund, Hotell och Restaurang Facket, IF Metall, SEKO—Service- och kommunikationsfacket, Svenska Byggnadsarbetareförbundet, Svenska Elektrikerförbundet, Svenska Kommunalarbetareförbundet, Svenska Livsmedelsarbetareförbundet, Svenska Musikerförbundet, Svenska Målareförbundet, Svenska Pappersindustriarbetareförbundet and Svenska Transportarbetareförbundet, for 1 May 2017 to 30 April 2020.

[73] The collective agreement on general employment conditions for temporary work white-collar workers and professionals between Temporary Work Agencies Almega and the white-collar workers and professionals unions Unionen and the Academic Alliance. The Swedish Association of Graduate Engineers is the representative for the Academic Alliance. The Academic Alliance includes a variety of professions, including as university lecturers, physiotherapists, scientists, and engineers, such as Akademikerförbundet SSR, Civilekonomerna, DIK, Sveriges Arbetsterapeuter, Fysioterapeuterna, Jusek, Naturvetarna, Sveriges Farmaceuter, Sveriges Ingenjörer, Sveriges Psykologförbund, Sveriges Skolledarförbund, Sveriges universitetslärarförbund and Sveriges Veterinärförbund, for 1 May 2017 to 30 April 2020.

[74] The collective agreement for white-collar workers and professionals has one set of conditions used throughout the temporary work industry. The blue-collar agreement has the same regualations for salary (§ 4–5) and working hours (§ 7–9) in the industry

agencies and their employees are now considered to be a service industry in their own right.[75]

Just which solutions the social partners might choose in order to regulate the collaborative economy are hard to gauge. Were a collective agreement to define the concept of employee for crowdworkers, that would be taken into account by the Labour Court when assessing the concept of employment in the digital economy, in much the same way as happened for journalists (see Section 3.3). However, the concept of employment is not optional law in the sense that all social partners are free to determine its content by means of collective agreements, but the collective agreements' definition may be taken into account as an evidentiary fact—industry practice—in an overall assessment.[76]

6. SOCIAL INSURANCE FOR CROWDWORKERS[77]

Inherent to the Nordic model is the idea that if someone's employment ceases or they are incapacitated, the social security system will step in with unemployment benefit, sickness benefit, and the like. The challenge the Nordic countries face is applying the existing social security regulations to crowdworkers.

The most important issues for crowdworkers include access to social insurance and the methods for calculating their benefits. The protection offered by social security and unemployment benefits was designed for permanent employees in regular, full-time work; for temporary employees who have irregular working hours and incomes, or who have more than one employer, problems arise.

The official inquiry into social insurance found in 2015 that there are shortcomings in the weighting system for remuneration, and that workers with multiple temporary work employments are at a disadvantage.[78] For example, it is almost impossible to know in advance how much benefit will be paid. Several new, precarious forms of work in

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where the person works for the moment. Other conditions such as holiday pay and insurance (§ 10–22) are the same for temporary work employees, regardless of the industry.

[75] See especially the blue-collar workers' collective agreement (3) and the social partners' common declaration of intent; see also the agreement's importance for temporary work in SOU 2011:5 *Bemanningsdirektivets genomförande i Sverige*, chap 6.5-6.

[76] Lunning 2016, 25.

[77] See Annamaria Westregård, 'Social protection for workers outside the traditional employment contract—A Swedish example', in Mies Westerveld and Marius Olivier (eds.) *Social security outside the Realm of the Employment Contract* (Edward Elgar, forthcoming).

[78] SOU 2015:21 *Mer trygghet och bättre försäkring*, 316 ff., 322 ff.

the digital economy are thus firmly in the benefits grey zone, and crowdworkers fail to cross the social insurance threshold, or their benefits are calculated in a way that leaves them at a disadvantage. It has proved particularly difficult for unemployment benefit funds to decide whether those working for umbrella companies are employed or self-employed.[79] Some reforms were made or initiated in 2018 with the aim of improving the social insurances and employment protection for precarious workers including crowdworkers.[80]

It is similarly difficult to pin down who is responsible for the payment of social insurance contribution and tax—the platform, the service consumer, or the crowdworkers themselves (if they are held to be self-employed). In social insurance the dividing line is not, as in labour law, between self-employed and employee, but between those considered to have their own businesses (who must pay their social insurance contribution themselves) and those who are self-employed and do not carry out work independently, for whom the principal has to pay social insurance contribution, just like an employer has to pay its employees' social insurance contribution.[81] The problem, as the official inquiry into social security noted, is that the assumption is that employers are 'in the system', and that all taxes and social security contributions are reported and paid correctly. Income that is not accounted for is not included in the calculation of social benefits, which are based on declared income. The result is that the entire informal sector falls outside Sweden's social and unemployment insurance system.

The Swedish Tax Agency has identified a number of tax issues with the new collaborative economy. Its primary concern has been who should be responsible for paying social security contributions and handling tax credits for everyday services and transport services.[82] It can

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[79] See the Swedish Unemployment Insurance Board (IAF), Uppdragstagare i arbetslöshetsförsäkringen, 2016:3.

[80] A legal change in SFS 2018:670 and prop. 2017/18:168 *Stärkt försäkringsskydd för studerande och företagare*; proposal for legal changes in SOU 2018:49 *F-skattesystemet – några särskilt utvalda frågor*; inquiry for new legislation in Kommittédirektiv Dir. 2017:56 *Trygghet och utveckling i anställning vad gäller arbetstid och ledighet*; Kommittédirektiv Dir. 2018:8 *En ny arbetslöshetsförsäkring för fler, grundad på inkomst*; Kommittédirektiv Dir. 2018:54 *Ett tryggare företagande i ett förändrat arbetsliv – för tillväxt och innovation*.

[81] Chap 2 the 2000 Social Insurance Contribution Act (2000:980); see also Kent Källström, 'Employment and contract work' (1999), Comparative Labour Law & Policy Journal 21/1, 162.

[82] Skatteverkets Rapport Dnr 1 31 129651–16/113 *Delningsekonomi. Kartläggning och analys av delningsekonomins påverkan på skattesystemet* 2016.

be difficult in a collaborative economy[83] to judge whether it is the client or the platform that is renumbering the performing party, and thus is responsible for paying tax and social insurance contributions if the performing party does not have Business Tax Certificiate approval. Where the platform determines the nature of the service, its price, and the contract between the provider and the client, it is a clear indication that the performing party is subordinate to the platform. The platform, and not the client, will then be responsible for paying the performing party *and* for paying tax and social security contributions. If instead it is the performing party who decides when to do the work and the price, etc., they are then independent of the platform, which is only a means of communication between the service producer and the service consumer. In that case it is the service consumer who pays the performing party, and thus is responsible for paying taxes and social security contributions. This can be administratively difficult because it is often only the platform that has the performer's personal information. Another catch is that a great many performing parties work for a large number of assignment workers, and often have only low, sporadic incomes. The Swedish Tax Agency has found that it is far more common to have undeclared income, and in larger quantities, in the collaborative economy than in other comparable traditional service industries.[84]

7. CONCLUDING REMARKS

It is interesting to see how the new technology has brought brand new business models as the digital economy has matured. If nothing else, it affects conditions for how work is done and by whom. The legislature is often several steps behind, while social partners tend to grasp the new situations faster.

The exact interpretation of the concept of employment as it pertains to crowdworkers working for a platform will depend largely on the platform's business model. There are a considerable variety of models, and it is therefore unwise to make any general pronouncements. The Swedish concept of 'employee' is a broad one, and many crowdworkers certainly fall into that bracket. The statutory protections for someone's working and employment conditions if they are on a short, fixed-term contract are limited, while social partners in the service sector have reached collective agreements that have improved the conditions for those in short-term employment; however, there are no

[83] See SOU 2017:26, 62.
[84] Skatteverkets Rapport 2016, 25, 29–34.

collective agreements in Sweden yet that specifically concern crowdworkers in the digital economy. This is because there are still question marks. Is there an employer, and, if so, who? The Swedish regulation of 'dependent contractors' looks to be particularly interesting for the collaborative economy, where many crowdworkers are caught in the grey zone between employee, the 'false self-employed', assignment workers, and self-employed.

There are presently two official inquiries into possible legislative measures, one looking at the fiscal definition of employee and whether it has led to greater numbers of the 'false self-employed',[85] and the other looking at precarious employment on short, fixed-term contracts (intermittent employees).[86] The findings of both inquiries will impact on crowdworkers. The directives state that the social partners' collective bargaining should not be obstructed by possible changes to the legislation, which is in line with the Nordic model. When social partners make collective agreements in the traditional manner, the legislator normaly does not go in and regulate the same issue in law or if they do the legislation is made semi-discretionary and allow the social parners to make other agreements in collective agreements.

There are also moves to legislate on the matter at the EU level within The European Commission's proposed European Pillar of Social Rights.[87] The proposal for an update to the Written Statement Directive,[88] promises e.g. several innovations that may be of interest to crowdworkers, including a definition of 'employees', new basic rights in an 'information package', minimum employment conditions such as a maximum length for trial periods, rules on parallel employment, the right to convert to another form of employment, and training.[89] The Swedish Parliament has said immediately a firm no to the Commission's proposal, fearing it goes too far in its detailed regulation at the EU level of

[85] Dir 2017:108; SOU 2018:49

[86] Dir 2017:56.

[87] European Commission Brussels 26.4.2017 COM(2017) 250 Final Communication from the Commission to the European Parliament, the Council, the European and Social Committee and the Committee of the Regions establishing a European Pillar of Social Rights.

[88] Council Directive 91/533/EEC of 14 October 1991 on employers' obligations to inform employees of the conditions applicable to the contract or employment relationship; see also Commission Staff working document REFIT Evaluation of the 'Written Statement Directive' (Directive 91/533/EEC).

[89] Proposal for a Directive of the European Parliament and of the Council on transparent and predictable working conditions in the European Union COM (2017) 797.

questions that the Swedish Parliament believes should be regulated nationally, and preferably through collective agreements in accordance with the Nordic model.[90]

These legislative initiatives may be a factor in the social partners organizing and, finally, coming to the negotiating table and conclude a colletive agreement for digital collaborative platforms.

Another related issue is the social security system's difficulties with crowdworkers. In some respects, social insurance and pensions are in the scope of the collective agreements. Yet when it comes to social insurance and unemployment insurance, it is the responsibility of the Swedish legislature to ensure it is brought up to date to reflect the realities of the new collaborative economy.

[90] The decision of Parliament 1 March 2018, Utlåtande 2017/18:AU11.