EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

SECOND SECTION

DECISION

Application no. 10992/24
Eva María PÁLSDÓTTIR
against Iceland

The European Court of Human Rights (Second Section), sitting on 19 May 2026 as a Committee composed of:

Péter Paczolay*, President*,
Oddný Mjöll Arnardóttir,
Hugh Mercer*, judges*,

and Dorothee von Arnim, *Deputy Section Registrar*,

Having regard to:

the application (no. 10992/24) against the Republic of Iceland lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention") on 11 April 2024 by an Icelandic national, Ms Eva María Pálsdóttir ("the applicant"), born in 1983 and resident in Reykjavík, who was represented before the Court by Mr Jón Sigurðsson, a lawyer practising in Reykjavík;

the decision to give notice of the complaint concerning an alleged violation of the applicant's right to freedom of association to the Icelandic Government ("the Government"), represented by Ms Fanney Rós Þorsteinsdóttir, Agent, and to declare inadmissible the remainder of the application;

the parties' observations;

Having deliberated, decides as follows:

SUBJECT MATTER OF THE CASE

1. The application concerns a complaint by a pharmacist employee of the national hospital (*Landspítali*). The applicant resigned from the Icelandic Pharmacists Association ("LFÍ") in July 2021 to join the Union of Natural Scientists in Iceland ("FÍN"). When she requested that *Landspítali* recognise FÍN as her bargaining representative and apply FÍN's collective agreement to her employment and wages, the hospital refused, maintaining that her terms and conditions of employment must continue to be governed by the LFÍ

collective agreement. It also continued to deduct trade-union dues from her salary for remittance to LFÍ.

2. In accordance with the provisions of the Act on Collective Agreements for Public Employees no. 94/1986 ("the Act"), FÍN initiated proceedings on the applicant's behalf requesting a declaratory ruling before the Labour Court on its right to represent the applicant in collective bargaining and for the recognition of the applicant's right to take wages and enjoy work conditions in accordance with its collective agreement. In the statement of claim, FÍN submitted, among other matters, that the employees satisfying FÍN's membership criteria were entitled to participate in the activities of FÍN and to pay membership fees to it, and that by compelling the applicant to pay trade union fees to LFÍ, *Landspítali* had unlawfully interfered with her trade union membership rights.

3. The Labour Court, in its final judgment of 15 December 2023, dismissed the claims. It held that generally, under the Act, only one union could have negotiating rights with the same employer for the same profession. While both FÍN and LFÍ had collective agreements with the State covering *Landspítali* employees, only LFÍ had specifically negotiated terms for pharmacist positions, whereas FÍN's agreement was more general and not profession-specific. The Labour Court acknowledged that the applicant had the constitutional and Convention rights to join FÍN. Nevertheless, it found that in accordance with the Act, LFÍ alone held negotiating rights for pharmacist positions at *Landspítali* and that the framework for collective agreements created by the Act did not violate the applicant's freedom of association.

4. The applicant complains, under Article 11 of the Convention, that she was compelled to hold the membership of the LFÍ trade union, particularly as her full union dues were remitted to that union.

THE COURT'S ASSESSMENT

5. The Government submitted that the complaint before the Court did not correspond to the subject matter of the domestic proceedings. They argued that the proceedings before the Labour Court had been confined to the question of bargaining authority, namely whether FÍN held the mandate to negotiate on behalf of the applicant and which collective agreement governed her employment at *Landspítali*. In their submission, the specific complaint concerning the compatibility with Article 11 of the Convention of the obligation under Article 7(2) of the Act to remit full union dues to LFÍ had not been raised before the Labour Court, either expressly or in substance, and that court had accordingly had no opportunity to examine it. They concluded that, since the applicant had not sought redress before the domestic courts in respect of that specific alleged infringement, she had failed to exhaust the effective domestic remedies as required by Article 35 § 1 of the Convention.

6. The applicant disputed the Government's contention that the complaint concerning the obligation under Article 7(2) of the Act to remit full union dues to LFÍ had never been raised before the Labour Court. She submitted that the Labour Court's judgment was final and not subject to appeal, with the result that she had exhausted the available domestic remedies and there was no further avenue of review open to her. In the proceedings before that court, FÍN had argued on her behalf that *Landspítali*'s refusal to respect her right to be member of FÍN and entrust it with negotiating mandate was in breach of Article 11 of the Convention. The obligation to remit full union dues to a different union had been raised in this context. Furthermore, the Labour Court had expressly acknowledged that she was entitled, under Article 11 of the Convention, to be a member of FÍN, before concluding that LFÍ alone held bargaining authority in respect of her post. In her view, this showed that the Labour Court had in fact examined the compatibility of that arrangement with Article 11 and that the Government's submission that the domestic proceedings had been confined solely to the issue of bargaining authority failed to reflect that aspect of the judgment.

7. Under the Court's settled case-law, Article 35 § 1 of the Convention requires that Convention complaints have been raised before the domestic authorities at least in substance (see *Azinas v. Cyprus* [GC], no. 56679/00, §§ 40-41, ECHR 2004-III, and *Vučković and Others v. Serbia* (preliminary objection) [GC], nos. 17153/11 and 29 others, § 72, 25 March 2014). Where an applicant has not invoked the Convention expressly, he or she must have raised arguments to the same or like effect on the basis of domestic law, so as to have given the national courts the opportunity to redress the alleged breach. For these purposes, the Court takes into account not only the facts but also the legal arguments presented at domestic level (see *Radomilja and Others v. Croatia* [GC], nos. 37685/10 and 22768/12, § 117, 20 March 2018). It is not sufficient for an applicant to have exercised a remedy capable of overturning the impugned measure on grounds unconnected with the Convention complaint; it is that complaint which must have been aired at national level (see *Vučković and Others*, cited above, § 75). The complaint must further be raised in a manner that allows the domestic courts to engage with it (see, *mutatis mutandis*, *Fu Quan, s.r.o. v. the Czech Republic* [GC], no. 24827/14, §§ 117-19 and 123, 1 June 2023).

8. Turning to the application of these principles to the present case, the Court notes that the proceedings before the Labour Court which FÍN initiated on the applicant's behalf were directed to a single question of bargaining authority, namely whether FÍN held the right to negotiate on the applicant's behalf and, consequently, which collective agreement governed her employment at *Landspítali*. The relief sought was a declaratory ruling to that effect. Although FÍN's statement of claim referred in passing to the deduction and remittance of union dues to LFÍ, that reference was relied upon as an ancillary circumstance in support of the bargaining-authority claim rather

than as a free-standing complaint requiring the Labour Court to assess the compatibility with Article 11 of the Convention of the obligation under Article 7(2) of the Act to collect and remit full union dues to the union holding bargaining authority. No declaratory or other form of relief was sought in respect of that obligation as such.

9. The Court further notes that the Labour Court's analysis of Article 11 compatibility in its judgment was confined to its response to the claim for a declaratory ruling acknowledging FÍN's bargaining authority in respect of the applicant. The Labour Court could not go beyond the claims made and did not examine whether the obligation under Article 7(2) of the Act was itself compatible with Article 11. The Court however reiterates that it is not sufficient that a Convention provision may have been invoked in connection with a distinct legal question; it is the specific complaint subsequently brought before this Court that must have been raised at the domestic level (see *Vučković and Others*, cited above, § 75). The fact that the Labour Court's judgments are final and that no further avenue of review was available cannot remedy the failure to raise that specific complaint in the domestic proceedings in a manner affording the Labour Court a genuine opportunity to examine it (compare *Fu Quan, s.r.o.*, cited above, § 119).

10. The Court therefore considers that the applicant failed to raise her Convention complaint in a manner which would have enabled the domestic court to examine the alleged violation of Article 11.

11. It follows that the application must be rejected for non-exhaustion of domestic remedies in accordance with Article 35 §§ 1 and 4 of the Convention.

For these reasons, the Court, unanimously,

Declares the application inadmissible.

Done in English and notified in writing on 11 June 2026.

Dorothee von Arnim Deputy Registrar	Péter Paczolay President