

# Collective Labour Law

---

Collective agreements, trade  
unionism and strikes

## **I. Corporate collective agreements**

Corporate collective agreements are concluded by an association of persons comprising at least three-fifths (3/5) of the employees of the company, regardless of the number of employees of the company and of their category, position or specialisation and without any time limit on their duration.

In order to establish an association of persons, at least five (5) members are required. If, after the establishment of the association of persons, the condition of three-fifths (3/5) of the employees of the enterprise required for the formation is no longer fulfilled or less than five (5) employees remain, the association is dissolved without further intermediate steps.

Collective agreements must contain a codification of all applicable terms and conditions, otherwise only the codified provisions apply.

## **II. Mandatory nature of collective agreements and the National General Collective Agreement (EGSSE)**

Collective agreements are only binding on those employers and employees who are members of the contracting trade unions that have signed the collective agreement. An employer who is not a member of the contracting unions is not bound by the collective agreement. However, it is possible to extend a collective agreement signed by an employers' union that is binding for employers employing at least 51% of the employees in the industry, and declare it generally mandatory for all employees in such industrial sector.

National General Collective Agreements (GCAs) set the minimum conditions of employment applicable to employees throughout the country. Statutory wages, basic salaries, basic daily wages, any supplements thereto and, and all other remuneration conditions in general apply only to employees employed by employers belonging to the contracting employers' organisations and must not be lower than the statutory minimum wage and daily wage. The wage conditions of collective agreements are only binding on the members of the contracting employers' organisations.

### **III. Trade unionism**

Employees' trade unions and associations of persons are no longer registered with the competent court but are recorded in a special registry.

The use of an electronic system for the possibility of remote participation of members of trade union organisations in both general meetings and elections is mandatory.

The Committee for the Protection of Trade Union Officials has been abolished so that from now on, trade union officials protected by law (during their protection period) can be dismissed on serious grounds.

### **IV. Strikes**

Written notification towards the employer by a bailiff is required prior to a strike (at least 24 hours), regardless of whether it concerns a strike or a work stoppage.

The protection of the right not to participate in a strike must be guaranteed. In the event of a breach of this obligation, the strike can be called off and the members of the trade union leadership can be held liable under civil law.

Strikes declared illegal by the courts cannot be resumed by the secondary or tertiary trade union organisation against the same employer and with the same starting date.

It is prohibited a strike to be declared without necessary security personnel.

