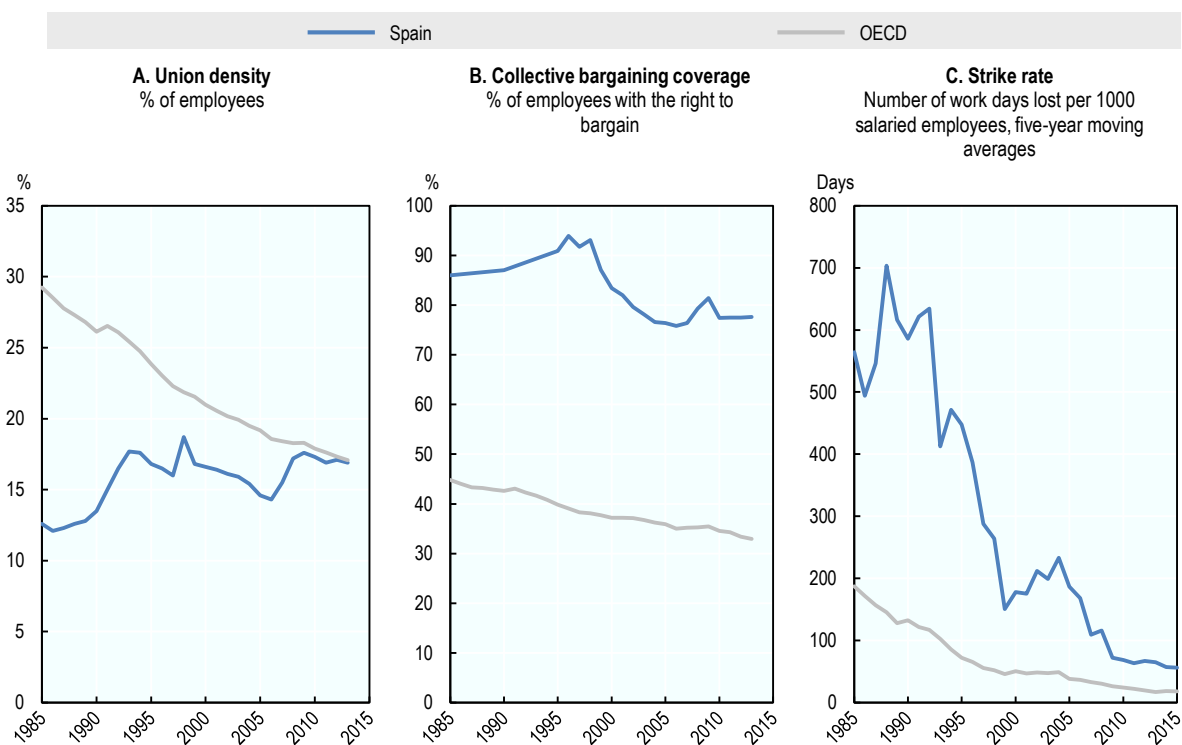


Spain

KEY FEATURES OF THE COLLECTIVE BARGAINING SYSTEM IN 2015

Predominant level	Sectoral
Degree of centralisation/decentralisation	Organised decentralised
Co-ordination	Low
Trade union density in the private sector	10-20%
Employer's organisation density	70-80%
Collective bargaining coverage rate	70-80%
Quality of labour relations	Low

TRENDS IN INDUSTRIAL RELATIONS IN SPAIN, 1985-2015



BUILDING BLOCKS OF COLLECTIVE BARGAINING

The detailed description of the building blocks of collective bargaining mainly relies on information provided by the responses to the policy questionnaires that were sent to Labour Ministries, employer organisations and trade unions in 2016. The information reported in the questionnaires represents the situation in **December 2015**.

Use of *erga omnes* clauses

Legal application of a sector level agreement in the absence of administrative extensions	General effect (all workers and all firms)
Legal application of a firm-level agreement	All workers

Use and coverage of extensions

Use of extensions of sectoral collective agreements	No, but functional equivalent in place.
Procedure	According to the Spanish " <i>Estatuto de los trabajadores</i> ", collective agreements apply to all workers and employers in their domain of reference.
Representativeness criteria	Not relevant
Public interest criteria	Not relevant
Exemptions or possibility of appeal	Not relevant

Duration of collective agreements

Average duration	12 months
Maximum duration of collective agreements	Yes, agreed by social partners (at firm and sectoral levels).
Can contracting parties terminate an agreement before its expiry date?	Yes, but parties have to renegotiate it.

Ultra-activity of collective agreements

Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Yes, but social partners can deviate from it (12 months).
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Retroactivity of agreements

Do firms have to pay arrears in case of late renewal?	No legal obligation, but parties usually agree on that.
Does retroactivity apply only to members of signatory parties or does it cover all parties?	All firms and workers.

Use of the favourability principle

Favourability principle does not apply.

Use and scope of derogations and opt-out

Derogations from the law

No

Derogations from collective agreements

Scope

General opening clauses and temporary opt-out are granted by the law.

Topics

Wage and working time.

Rationale

Defensive and offensive measure.

Criteria

- General opening clause: with a firm-level agreement. Workers have to vote in favour.
- Opt-out: upon clearly ex ante defined criteria for economic difficulty with an agreement at firm-level with workers' representatives or in the absence of an agreement recurring to the arbitration of a public tripartite body.

Other

No

Forms of co-ordination

Mode of co-ordination

Inter/intra-associational

Degree of co-ordination

Limited

Enforcement of collective agreements

Sector-level agreements

Firm-level agreements

Do agreements typically include a peace clause?

Yes

Yes, common.

Do agreements typically include a mediation/arbitration procedure?

Yes

Yes

Is it compulsory?

Yes

Yes

Worker representation at the workplace

Work council and union or union representatives but work council predominant.

Board-level employee representation

Public sector

Yes

Private sector

No

Scope

State-owned companies > 1 000 (in metal sector > 500).

Proportion/number of workers' representatives

Two-three members (one per trade union entitled to participate).

Nomination of candidates

 Trade union entitled to participate (*i.e.* representing at least 25% of staff representatives and work council seats).

Appointment mechanism

ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT
PARIS, SEPTEMBER 2017