



Chapter 4 presents a comprehensive and up-to-date review of collective bargaining systems across OECD and a selected group of emerging economies that are in the process of accession to the OECD. It provides comparable estimates of membership to trade unions and employer organisations as well as collective bargaining coverage by country, sector, and firms’ and workers’ characteristics. The rules and uses of extension devices which allow the reach of collective agreements to extend beyond signing firms and union members are described, as well as those governing the duration of collective agreements. The chapter assesses the degree of centralisation, the articulation between different bargaining levels and how derogations and opt out clauses are used. The various modes and degrees of bargaining co-ordination are also discussed together with the level of contract enforcement and the quality of labour relations. In addition, the chapter describes the types of worker representation at firm level and compares the various bargaining systems along the key parameters identified. [DOI: 10.1787/empl_outlook-2017-en](https://doi.org/10.1787/empl_outlook-2017-en)

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The following pages provide detailed information of the functioning of collective bargaining systems in OECD and accession countries presented in Chapter 4 of OECD Employment Outlook 2017 (publication date: 13 June 2017).

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INTRODUCTION

The description of the functioning of collective bargaining systems in OECD and accession countries that is presented in more detail in this Annex 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 (and hence in the chapter otherwise stated) represents the situation in **December 2015**.

The focus is on collective bargaining practices in the **private sector**. Unless otherwise stated, the information in the Annex refers to the **entire economy** (but the actual application and use of certain instruments may differ across sectors). In the case of institutional differences across sectors, the answers focus on what is applicable in the agreement that prevails for the manufacturing sector (in case of differences within the manufacturing sector, for the metal workers).

All OECD and accession countries have filled in the questionnaire. Canada has sent detailed answers for the Federal level and the four biggest provinces (Alberta, British Columbia, Ontario and Québec). The information collected via the policy questionnaires has been complemented and cross-checked with existing data sources (in particular using data from ICTWSS, Eurofound, European Commission, ILO and various individual- and firm-level surveys and administrative data) and the relevant research literature.

This Annex could not have been prepared without the tireless co-operation of the Labour and Employment Ministry staff in OECD and accession countries as well as of the staff of many national employer associations and unions in completing the policy questionnaires on collective bargaining that underpin the analysis. The Annex has also benefitted from helpful discussions and suggestions from the participants at two OECD experts meetings on collective bargaining. The views expressed in the Chapter and the Annex cannot be attributed to any of the people, organisations and governments that helped the Secretariat during the research and drafting process.

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GLOSSARY

The purpose of this glossary is to provide a common understanding of the concepts as they are used in this Annex. Definitions in this glossary should not be taken as validated/legal ones in any specific country, indeed these concepts may differ across countries and industrial relations contexts.

- **Collective bargaining:** according to Article 2, ILO Convention No. 154, collective bargaining extends to all negotiations which take place between an employer, a group of employers or one or more employer organisations, on the one hand, and one or more worker organisations, on the other, for:
 - a) determining working conditions and terms of employment; and/or
 - b) regulating relations between employers and workers; and/or
 - c) regulating relations between employers or their organisations and a worker organisation or worker organisations.

Collective bargaining normally results in a written document (*collective agreement*) that is mutually binding for a stipulated time.

- **Cross-sectoral (or national) agreement:** collective bargaining agreement signed by peak-level social partner organisations, covering the entire economy, the entire private sector or several sectors.
- **Derogations from the law and/or from higher-level agreements:** opening or derogation clauses which allow to set lower standards, *i.e.* less favourable conditions for workers, in a generalised way and not specifically related to economic difficulties (in this latter case see “opt-out clause”).
- **Erga omnes:** literally in Latin, “towards everybody”. In labour law it refers to the extension of agreements for all workers, not only for members of signatories unions. For cases where agreements are extended to workers in non-signatories firms, please, refer to “extensions”.
- **Extension or administrative extension:** extending the terms of collective agreements at sectoral level also to workers in firms which have not signed the agreement or are not affiliated to an employer organisation which signed the agreement. This also includes automatic extensions which therefore do not need a formal legal act but rely on standard administrative practice or jurisprudence (for instance, relating to the setting of minimum wages, working hours or social insurance contributions and entitlements).
- **Firm-level agreement:** company-level collective agreements between an employer and a trade union or between an employer and an employee body, elected and/or mandated by the company’s staff.
- **Favourability principle:** the most favourable conditions to employees apply in case of diverging standards in different agreements covering the same workers.
- **Opt-out clause:** temporary “inability to pay” clauses allow the suspension or renegotiation of (part of) the agreement in cases of economic hardship.
- **Peace clause:** clause which states that unions which have signed the agreement, and their members, cannot lawfully strike on issues regulated in the agreement.
- **Retroactivity:** extension of the provisions of a newly signed agreement to a period before its actual signature or extension (usually to the period between the expiration of the previous agreement and the

entry into force of the new one). Usually it implies the payment of arrears corresponding to the increase in negotiated wages.

- **Sectoral agreement:** collective bargaining agreement signed by trade unions and employer organisations which represent workers and employers of a specific sector (e.g. metal sector, chemical sector, etc.).
- **Social pact:** a peak-level deal (for instance at national level) over a comprehensive public policy package negotiated between governments, trade unions and/or employer organisations.
- **Social partners:** representatives of employers and workers, usually employer organisations and trade unions.
- **Ultra-activity or after-life:** validity of the agreement beyond its termination date.
- **Wage co-ordination:** co-ordination between and/or within trade unions and/or employer organisations (sometimes with some role of the Government) to set formal or informal objectives on wage increases or wage freezes/cuts. Wage co-ordination can take different forms, *i.e.* “pattern bargaining”, where first a sector or a region starts and the others follow; formal or informal inter- or intra-associational guidelines to follow when negotiating; or wage increases or cuts agreed with a social pact or national agreement.
- **Work council:** official firm-level body which represents workers (often directly elected by employees and different from unions or union branches at firm level).

ABBREVIATIONS

BoD	Board of Directors	SVB	Supervisory Board
CA	Collective Agreement	TU	Trade Union
EO	Employer Organisation	UM	Union Member
MB	Management Board	WC	Work Council
SP	Social Partners		

CONVENTIONAL SIGNS

...: Information not available.

-: Not applicable.

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ANNEX 4.A2. COLLECTIVE BARGAINING SYSTEMS IN DETAIL

Table 4.A2.1. Use of *erga omnes* clauses

	Legal application of a sector level agreement in the absence of administrative extensions	Legal application of a firm-level agreement
OECD countries		
Australia	-	All workers (which the agreement is expressed to cover).
Austria	<i>Erga omnes</i>	All workers
Belgium	<i>Erga omnes</i>	All workers
Canada	In Alberta: <i>erga omnes</i> .	All workers
Chile	Double affiliation principle (but there can be an agreement with the union to cover all workers).	UMs + workers who opt in.
Czech Republic	<i>Erga omnes</i> de facto, but not clearly stated by law or agreements.	All workers
Denmark	<i>Erga omnes</i>	All workers
Estonia	Only to members of signing organisations but in practice to all workers of signing firms.	All workers
Finland	<i>Erga omnes</i>	All workers (unless otherwise defined in the contract).
France	<i>Erga omnes</i>	All workers
Germany	Double affiliation principle (only to members of signing organisations).	UMs
Greece	Double affiliation	All workers
Hungary	<i>Erga omnes</i>	All workers
Iceland	General effect (all workers and all firms)	All workers
Ireland	<i>Erga omnes</i>	All workers
Israel	<i>Erga omnes</i>	All workers
Italy	Only members of signing organisations but de facto general effect (all workers and all firms).	All workers
Japan	Double affiliation principle (only to members of signing organisations).	Usually only to UMs but if >3/4 workers covered, then all covered.
Korea	Double affiliation principle (but if >50% covered, then all covered).	Only UMs
Latvia	<i>Erga omnes</i>	All workers
Luxembourg	<i>Erga omnes</i>	All workers
Mexico	<i>Erga omnes</i>	All workers
Netherlands	Only to members of signing organisations but in practice to all workers of signing firms.	The employer has to offer the agreement to all workers.
New Zealand	-	All UMs + TU and employers can agree that terms and conditions may be passed to other employees + non-UMs may pay a bargaining fee to the TU where their work is covered by the CA and it is agreed to by the employer and TU, and agreed to in secret ballot between UMs and non-UMs.
Norway	An employer is not bound by a CA merely through affiliation to a signing organisation. The CA must also explicitly be invoked in the firm.	Formally only UM but de facto to all.

Table 4.A2.1. Use of *erga omnes* clauses (Cont)

	Legal application of a sector level agreement in the absence of administrative extensions	Legal application of a firm-level agreement
Poland	-	All workers
Portugal	Double affiliation principle	UMs + workers who opt in.
Slovak Republic	<i>Erga omnes</i>	All workers
Slovenia	Only to members of signing organisations but in practice to all workers of signing firms.	All workers
Spain	General effect (all workers and all firms)	All workers
Sweden	Double affiliation principle	An employer bound by a CA must apply the agreement to all workers doing the work that is covered by the agreement. However, a non-member cannot base a right to a certain condition on the basis of the CA.
Switzerland	Double affiliation principle (only to members of signing organisations) but workers can opt in.	UMs + workers who sign in.
Turkey	-	Only UMs
United Kingdom	-	All workers
United States	-	All workers
OECD Accession countries		
Colombia	-	Only UMs
Costa Rica	-	All workers
Lithuania	Only to members of signing organisations but in practice to all workers of signing firms.	All workers

Table 4.A2.2. Use and coverage of extensions

	Use of extensions of sectoral collective agreements	Procedure	Representativeness criteria	Public interest criteria	Exemptions or possibility of appeal
OECD countries					
Austria	Yes, but uncommon.	Extensions are rarely issued. Compulsory membership to an EO for all firms works as a functional equivalent keeping CA coverage high. When they are issued, a formal request is always necessary. The extension must be requested by one of the parties. The ultimate decision is taken by a tripartite body.	The agreement must have overwhelming importance (>50% in the whole branch) for the industry.	No	There are no exemptions but the decision can be appealed.
Belgium	Yes, very common.	Extensions are issued by Royal Decree upon a formal request from the joint committee that concluded the agreement.	SP have to be representative (based on membership and mandates at elections).	No	There are no exemptions but the decision can be appealed.
Czech Republic	Yes, but uncommon.	Extensions are issued by the Government upon a formal request of one of the parties.	Members of the EO have to employ the largest number of employees in the sector. TUs have to represent the largest group of employees.	No	Exemption only <i>ex lege</i> : i.e. less than 20 employees, insolvency and bankruptcy, other higher CA binding for the employer.
Estonia	Yes, but rare.	An extension of the terms on base wages, other wage components and working time can be included in the agreement itself with a clause. The agreement needs to be registered in the Estonian Collective Agreement register administered by the Labour Ministry.	The agreement can be extended only if it is signed by an association or a federation of employers.	No	No
Finland	Yes	The extension can be issued without request by a special body in the Ministry of Social Affairs and health.	The CA must be nationwide and representative for the sector concerned (>50% employees covered).	No	There are no exemptions but the decision can be appealed.

Table 4.A2.2. Use and coverage of extensions (Cont)

	Use of extensions of sectoral collective agreements	Procedure	Representativeness criteria	Public interest criteria	Exemptions or possibility of appeal
France	Yes, very common.	The Ministry issues the extension (even without request) building on a motivated opinion by a Commission.	No representativeness criteria for employers. TUs need to have received >30% of votes at the last professional elections and the agreement should not be opposed by any TU having received >50% votes.	The Ministry has the possibility not to extend the agreement if its terms are in contradiction with general econ policy objectives.	There are no exemptions but the decision can be appealed.
Germany	Yes, but uncommon.	Extensions are issued by the Federal or regional governments upon request of both parties and agreement by a bipartite committee (its consent is necessary, but not sufficient, the Government is not obliged to issue the extension). Extensions under the Posted Workers Act are limited to minimum wage and other minimum conditions.	Until 2015 the agreement had to cover >50% of employees in the sector. Since 2015, the CA must be of overriding importance. In this regard, account is to be taken not only of the number of members but, for example, also of references to the agreement and the fact that it serves as orientation in other ways.	Overriding importance is one public interest criterion. However, there are other criteria on which public interest may also be based.	The agreement may provide for exemptions or they may be ordered in the context of an extension.
Hungary	Yes, but uncommon.	Extensions are issued by the Government upon a formal request of one of the parties.	EO have to represent >50% of employees.	No	There are no exemptions but the decision can be appealed.
Iceland	No, but functional equivalent in place.	CAs apply to all workers and employers in their domain of reference.	-	-	-

Table 4.A2.2. Use and coverage of extensions (Cont)

	Use of extensions of sectoral collective agreements	Procedure	Representativeness criteria	Public interest criteria	Exemptions or possibility of appeal
Israel	Yes, but uncommon.	The Ministry issues the extension (even without request) upon a binding advice of a tripartite Commission.	EOs have to be the dominant organisations. The decision is at the Minister's discretion, according to the weight of the EO in the sector. The agreement has to be signed by the most representative TU.	No	Firms can be exempted but no appeal.
Italy	No, but functional equivalent in place.	There are no formal extension mechanisms but the Constitutional obligation to pay a "fair wage" is a functional equivalent because judicial practice refers to the reference CA to determine what is the level of a "fair wage".	-	-	-
Japan	Yes, but uncommon.	Extensions are issued by the Government upon a formal request of one of the parties.	EO have to represent >50% of employees in its field of application.	No	No
Latvia	Yes, but uncommon.	The agreement applies to all workers and firms if the threshold criteria are met.	EO have to represent >50% of employees or >60% of turnover in the sector.	No	No
Luxembourg	Yes	The Government can issue an extension upon request of one of the parties. The national conciliation office and the relevant Chambers representing the employees and the employers must give their support.	No	No	No
Mexico	Yes, but uncommon.	Extensions are issued by the Government upon a formal request of both parties.	No	No	Exemptions are rare but the decision can be appealed.

Table 4.A2.2. Use and coverage of extensions (Cont)

	Use of extensions of sectoral collective agreements	Procedure	Representativeness criteria	Public interest criteria	Exemptions or possibility of appeal
Netherlands	Yes, common.	The Ministry issues the extension upon request of one of the parties.	EO have to represent >60% of employees (or >55% employees with additional scrutiny).	Extensions can be refused on grounds that they conflict with general interest.	Firms can be exempted (criteria for exemptions have to be clearly specified in the sectoral agreement in order to grant its extension) but no appeal.
Norway	Yes, but rare.	The Ministry issues the extension building on the decision by the Tariff Board usually upon request of one of the parties but can also proceed without.	No	Extensions are issued when non-Norwegian workers are proven to work or could work on terms that are overall worse than the standard set by the CA. Extensions are not issued when only Norwegian workers are employed.	No
Portugal	Yes	The Government issues the extension upon request of one of the parties.	EO have to represent >50% of employees or >30% of members of the signing employers' association are micro, small and medium enterprises (no threshold if the request for extension excludes micro, small and medium-sized enterprises).	Based on case-by-case assessment. Extensions are granted only in the absence of another agreement and based on social and economic circumstances justifying the required extension, namely the economic and social identity or similarity of situations in the scope of extension and in the instrument.	Extensions can be appealed and firms can be exempted (but rare).
Slovak Republic	Yes, but uncommon.	The Government issues the extension upon request and follows a binding advice of a tripartite Commission.	Yes for employers.	No	Firms can be exempted but no appeal.
Slovenia	Yes	The Government issues the extension upon request.	Employers have to cover >50% of employees concerned and TUs must be representative.	No	There are no exemptions but the decision can be appealed.

Table 4.A2.2. Use and coverage of extensions (Cont)

	Use of extensions of sectoral collective agreements	Procedure	Representativeness criteria	Public interest criteria	Exemptions or possibility of appeal
Spain	No, but functional equivalent in place.	According to the Spanish " <i>Estatuto de los trabajadores</i> ", CAs apply to all workers and employers in their domain of reference.	-	-	-
Switzerland	Yes	Extensions are issued by the Government upon a formal request of all the parties.	EO have to represent >50% of firms and their members must occupy >50% of employees in the sector (but there can be exemptions to this criterion), TUs >50% of employees.	Yes	No
Turkey	Yes, but uncommon.	The Government issues the extension upon request and follows a binding advice of a tripartite Commission.	Signed with the most representative TU in the branch.	No	No
OECD accession countries					
Lithuania	Yes, but uncommon.	The Government issues the extension upon request of one of the parties.	No	No	No

Note: Extension mechanisms do not exist in Australia, Canada (except in Québec where they are rare), Chile, Colombia, Costa Rica, Denmark, Greece (since 2011), Ireland, Korea, New Zealand, Poland (legally possible but not used), Sweden, the United Kingdom and the United States.

a) Figures refer to the additional coverage rate (as a percentage of employees) due to extension measures. For Belgium, France, Iceland, Ireland, Portugal, Slovenia and Spain, the figures refer to the difference between the coverage rate and the organisation rate of employers.

b) The estimated share of workers covered by extensions refers to a period before the series of reforms who tightened the criteria for extensions (see Box 4.3).

Table 4.A2.3. The duration, ultra-activity and retro-activity of collective agreements

	Duration			Ultra-activity	Retroactivity	
	Average duration (in months)	Maximum duration of collective agreements	Can contracting parties terminate an agreement before its expiry date?	Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Do firms have to pay arrears in case of late renewal?	Does retroactivity apply only to members of signatory parties or does it cover all parties?
OECD countries						
Australia	36	Firm level: set by law, 48 months.	Yes, and the agreement immediately comes to an end (termination has to be approved by the Fair Work Commission).	No rule, unlimited.	No legal obligation.	Only to signatory parties.
Austria	12	No (in some agreements this is fixed by SP, in practice wage agreements are bargained every year).	SP can terminate agreements but they have to comply with notice periods which are established in the agreements (if no conditions, each party can terminate after one year with a notice of three months).	No rule.	No	To signatory parties including the non-UMs in member firms of signatory EO.
Belgium	24	No, can be either fixed term or indefinite.	Yes, according to the rules fixed in the agreement: for instance by giving a notice period of three months.	No, but SP can agree.	No legal obligation, but parties may agree on that.	All firms and workers (12 months retroactivity for extensions).
Canada	43	No	In Alberta and Québec the agreement must be renegotiated.	No rule.	Yes in Alberta. No legal obligation but parties may agree on that in British Columbia, Ontario and Québec.	Only to signatory parties.
Chile	36	Firm level: set by law, 48 months.	Yes, the CA comes to an end.	-	No	-
Czech Republic	12	<ul style="list-style-type: none"> • Cross-sectoral level: - • Firm and Sectoral levels: Yes, agreed by SP. 	<ul style="list-style-type: none"> • Cross-sectoral level: - • Firm and Sectoral levels: Yes but parties have to (or usually do) renegotiate it. 	No rule.	No	To signatory parties including the non-UMs in member firms of signatory EO.
Denmark	..	Sectoral level: Yes, agreed by SP (at least in the manufacturing sector), usually 36 months.	No, agreements remain valid until the end.	No, but SP can agree.	Yes	To signatory parties including the non-UMs in member firms of signatory EO.

Table 4.A2.3. The duration, ultra-activity and retro-activity of collective agreements (Cont.)

	Duration			Ultra-activity	Retroactivity	
	Average duration (in months)	Maximum duration of collective agreements	Can contracting parties terminate an agreement before its expiry date?	Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Do firms have to pay arrears in case of late renewal?	Does retroactivity apply only to members of signatory parties or does it cover all parties?
Estonia	12	Yes, set by law but can be changed by SP.	Yes and the agreement immediately comes to an end (only if there is a good reason).	No rule.	No	-
Finland	24	No	<ul style="list-style-type: none"> • Cross-sectoral level: No, <i>pacta sunt servanda</i>. • Firm and sectoral levels: Yes and the agreement comes to an end after the notice period. 	No rule.	No	All firms and workers.
France	..	No (usually there is no end date, but in the rare cases where there is an end date, maximum five years).	Yes, but parties have to renegotiate it (not in the rare cases of fixed-term CA).	For permanent agreements, if notice is given, 15 months of ultra-activity and possibility to prolonge them. For fixed-term, no limit to ultra-activity.	No	-
Germany	..	<ul style="list-style-type: none"> • Cross-sectoral level: -. • Firm and Sectoral levels: Yes, if agreed by SP. 	<ul style="list-style-type: none"> • Cross-sectoral level: -. • Firm and Sectoral levels: Yes and the agreement comes to an end. 	No rule.	No	The agreement itself applies retroactively only to the members of the signatory parties. Retroactivity can also apply to non-unionised workers if a reference to the agreement is made in their employment contracts. In case of an extension, retroactivity has to be ordered by the authority extending the agreement.
Greece	..	Yes, by law, 36 months (at firm and sectoral levels).	Yes, the CA comes to an end (at firm, sectoral and cross-sectoral levels).	Yes, three months.	Yes	Only to signatory parties.
Hungary	12	No	Three month notice but at least six months after its entry into force.	No, but SP can agree.	No legal obligation, but parties may agree on that.	-

Table 4.A2.3. The duration, ultra-activity and retro-activity of collective agreements (Cont.)

	Duration			Ultra-activity	Retroactivity	
	Average duration (in months)	Maximum duration of collective agreements	Can contracting parties terminate an agreement before its expiry date?	Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Do firms have to pay arrears in case of late renewal?	Does retroactivity apply only to members of signatory parties or does it cover all parties?
Iceland	24-36	Yes, agreed by SP (otherwise on year) at firm and sectoral levels.	No, agreements remain valid until the end.	In the absence of termination notice the agreement is automatically renewed for one year.	No legal obligation but parties may agree.	All firms and workers.
Ireland	..	No	-	No rule.	No legal obligation, but parties may agree on that.	All firm and workers.
Israel	24	Yes, agreed by SP (at firm and sectoral levels).	Yes but parties have to renegotiate it.	Yes, but SP can deviate.	No	-
Italy	..	Yes, agreed by SP, 36 months (at firm and sectoral levels).	No, agreements remain valid until the end.	No rule.	Yes	All firms and workers (also those covered by extensions).
Japan	..	Firm level: set by law, 36 months.	Yes if both contracting parties agree.	No rule.	-	-
Korea	24(12)	Set by law (at firm and sectoral levels).	No, agreements remain valid until the end.	Yes, but SP can deviate.	Yes	Only to signatory parties.
Latvia	12	Yes, but can be changed, 12 months (at firm and sectoral levels).	Yes, immediate end (at firm, sectoral and cross-sectoral levels). Need of agreement between parties and notice of termination.	No, but SP can agree on it.	No legal obligation, but parties may agree on that.	To signatory parties including the non-UMs in member firms of signatory EO.
Luxembourg	..	Set by law, 36 months (at firm and sectoral levels).	No, agreements remain valid until the end.	Yes, but SP can deviate (12 months).	No legal obligation, but parties may agree on that.	To signatory parties including the non-UMs in member firms of signatory EO.
Mexico	12	Yes, agreed by SP (agreements can be fixed-term or indefinite, but wages have to be revised every year), 12 months (at firm and sectoral levels).	No, agreements remain valid until the end.	No, but SP can agree on it.	No	To signatory parties including the non-UMs in member firms of signatory EO.

Table 4.A2.3. The duration, ultra-activity and retro-activity of collective agreements (Cont.)

	Duration			Ultra-activity	Retroactivity	
	Average duration (in months)	Maximum duration of collective agreements	Can contracting parties terminate an agreement before its expiry date?	Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Do firms have to pay arrears in case of late renewal?	Does retroactivity apply only to members of signatory parties or does it cover all parties?
Netherlands	12	• Cross-sectoral level: -. • Firm and sectoral levels: Yes, by law, 60 months.	• Cross-sectoral level: -. • Firm and sectoral levels: Yes, but parties have to renegotiate it.	No rule.	No legal obligation, but parties may agree on that.	To signatory parties including the non-UMs in member firms of signatory EO.
New Zealand	24	Firm level: Yes, by law, 36 months.	-	Yes, max 12 months where negotiations for replacing have begun before the expiry of the previous collective agreement.	No	Only to signatory parties.
Norway	24	Yes, by law 36 months, but the SP are free to agree on other terms of duration, usually 24 months (at firm and sectoral levels).	No, agreements remain valid until the end.	No rule.	Yes	To signatory parties including the non-UMs in member firms of signatory EO.
Poland	..	No, can be either fixed term or indefinite	Valid until notice is given or mutual agreement	-	-	-
Portugal	43	No	Yes, but parties have to renegotiate it.	12 months unless stated otherwise in the agreement.	No legal obligation.	To signatory parties including the non-UMs in member firms of signatory EO.
Slovak Republic	12	Yes, agreed by SP (at firm and sectoral levels).	Yes, but parties have to renegotiate it.	Yes, 12 months.	No	-
Slovenia	12	No but some sectors may have it (from one to several years).	After two years, parties in metal industry may give three month notice.	Yes, 12 months.	No legal obligation, but parties may agree on that.	To signatory parties including the non-UMs in member firms of signatory EO.
Spain	12	Yes, agreed by SP (at firm and sectoral levels).	Yes, but parties have to renegotiate it.	Yes, but SP can deviate from it (12 months).	No legal obligation, but parties usually agree on that.	All firms and workers.
Sweden	36	It is left to SP (most agreements have a termination date, some are indefinite). In manufacturing: 36 months.	Yes but parties have to renegotiate it with notice for indefinite, 12 in advance for sector.	No rule.	No legal obligation, but parties may agree on that.	To signatory parties including the non-UMs in member firms of signatory EO.

Table 4.A2.3. The duration, ultra-activity and retro-activity of collective agreements (Cont.)

	Duration			Ultra-activity	Retroactivity	
	Average duration (in months)	Maximum duration of collective agreements	Can contracting parties terminate an agreement before its expiry date?	Is maximum duration of after-life/ultra-activity of agreements fixed by law?	Do firms have to pay arrears in case of late renewal?	Does retroactivity apply only to members of signatory parties or does it cover all parties?
Switzerland	12-36	Yes, agreed by SP (at firm and sectoral levels).	Yes and the agreement immediately comes to an end within a fix term.	No, but SP can agree.	No legal obligation, but parties may agree on that.	Only to signatory parties.
Turkey	12	Sectoral level: set by law but can be changed by SP, 36 months.	No, agreements remain valid until the end.	No rule.	Yes	Only to signatory parties.
United Kingdom	..	No	-	-	-	-
United States	..	Firm level: Yes, agreed by SP.	Yes, but parties have to renegotiate it.	-	-	-
OECD Accession countries						
Colombia	24	Firm level: set by law but can be changed by SP.	..	No, but SP can agree on it.	Yes	All firm and workers.
Costa Rica	24	Firm level: set by law but can be changed by SP, 36 months.	..	No, but SP can agree on it.	No legal obligation, but parties may agree on that.	All firm and workers.
Lithuania	12	No	It may be terminated in the cases and in accordance with the procedure established in the agreement.	No rule.	No legal obligation, but parties may agree on that.	-

Table 4.A2.4. Use and scope of derogations and opt-out

	Derogations from the law	Derogations from collective agreements				
		Scope	Topics	Rationale	Criteria	Other
OECD countries						
Australia	Possible via making of enterprise agreement, but independent statutory agency determines if workers are “better off overall” at time of agreement approval.	No	-	-	-	-
Austria	Possible to favour agreements between SP on individual dismissal and working time.	General opening clauses can be foreseen in sector-level agreements.	Wages and working time.	Defensive and offensive measure.	An agreement with the WC is necessary.	none
Belgium	No	General opening clauses and temporary opt-out can be foreseen in sector-level agreements. They are exceptional.	Wages	Set by the higher level agreement.	Criteria are set in the higher-level agreement. They are based on a bilateral request and subject to the consent/approval of SP at the sector/peak level.	-
Estonia	Possible to favour agreements between SP on working time upon bilateral request.	No	-	-	-	-
Finland	Possible at sectoral level to favour agreements between SP for example on working time and re-employment law upon bilateral request.	Not in the law and not usually foreseen by sector-level agreement (but there are opening clauses in the metal sector).	e.g. Temporary employment, working time.	-	If the sector-level agreement grants the possibility to derogate, an agreement with workers' representative (shop stewards) is requested.	-

Table 4.A2.4. Use and scope of derogations and opt-out (Cont.)

	Derogations from the law	Derogations from collective agreements				
		Scope	Topics	Rationale	Criteria	Other
France	Not in general (only if this is explicitly stated by the law).	General opening clauses and opt-out are granted by the law and/or foreseen by sector-level agreements. Opt-out are exceptional.	General opening clauses allow derogate on working time. Opt-out on wages and working time.	<ul style="list-style-type: none"> General opening clauses: adapt norms to local realities. Opt-out: defensive measure. 	<ul style="list-style-type: none"> General agreement with the TUs based on clearly <i>ex ante</i> criteria (the law explicitly forbid derogations on some topics). Opt-out: no clear criteria, evaluation case by case: need an agreements with TUs with >50% votes. If no agreement with TUs, with an organisation in the branch or with employees clearly mandated if a vote approves it. 	Opt-out is granted on the condition of keeping employment constant.
Germany	Possible to favour agreements between SP on individual dismissal (length of dismissal notice periods), temporary agency work (maximum hiring-out period) and working time.	General opening clauses and opt-out can be foreseen in sector-level agreements.	Mainly wages, working time and temporary agency work. The collective bargaining parties may also allow derogations in other topics.	Defensive and offensive measure	Clearly defined criteria (by law or SP), for example in case of economic difficulties.	-
Greece	No	General opening clauses are granted by the law (firm-level agreements take precedence over sectoral or occupational agreements even when less favourable and firm-level agreements can be signed also by "associations of persons" not only TUs).	Wages	Defensive and offensive measure	Firm-level agreement and case-by-case assessment by SP at sector/peak level.	Lower wages should be compensated with increase in other standards.
Hungary	Possible to favour agreements by SP on part-time employment, derogation from the employment contract, employees' liability for inventory shortage upon bilateral request.	Derogations covering both general opening clauses can be foreseen by higher-level agreements.	-	-	-	-

Table 4.A2.4. Use and scope of derogations and opt-out (Cont.)

	Derogations from the law	Derogations from collective agreements				
		Scope	Topics	Rationale	Criteria	Other
Iceland	No	Derogations can be foreseen in sector-level agreements.				
Ireland	No	Opt-out in the form of inability-to-pay clauses for specific agreements.	-	Defensive measure.	-	-
Japan	Possible to derogate on working time, wages, breaks, leave upon the conclusion a labour-management agreement upon bilateral request.	No	-	-	-	-
Netherlands	Possible to derogate from temporary work regulation to favour agreement between SP (upon request).	Derogations including general opening clauses and opt-out are granted by law and can be foreseen by higher-level agreements.	Full agreement.	Avoid one-size- fit-all: opt-out derogations contribute to maintain high support for extensions of CA.	Unilateral request by the employer based on clearly ex ante criteria, subject to approval by SP.	
Norway	Possible to derogate upon an agreement. Conditions depend on the issue, e.g. in some cases derogations are allowed only with agreements signed by national TUs, in other cases by the employees' elected representatives.	No	-	-	-	-
Poland	No	Opt-out	Entire agreement or parts of it.	Defensive measure.	In case of financial difficulties of the employer the parties may suspend the application of a CA or parts of it.	-
Portugal	No	Opt-out clauses are granted by law.	Wages and working time.	Defensive and offensive measure.	There are no clearly defined criteria; derogations are set by agreement between signatory parties.	

Table 4.A2.4. Use and scope of derogations and opt-out (Cont.)

	Derogations from the law	Derogations from collective agreements				
		Scope	Topics	Rationale	Criteria	Other
Slovenia	Possible to favour agreements between SP on some topics related to employment protection legislation, overtime work, particular working time arrangements, sanctions, bonuses.	-	-	-	-	-
Spain	No	General opening clauses and temporary opt-out are granted by the law.	Wage and working time.	Defensive and offensive measure.	<ul style="list-style-type: none"> • General opening clause: with a firm-level agreement. Workers have to vote in favour. • Opt-out: upon clearly <i>ex ante</i> 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. 	No
Sweden	Possible to favour agreement with SP on collective dismissals, temporary work, working time (at firm-level it is based on the approval of TUs and central EOs).	No	-	-	-	-
Switzerland (only for manufacturing)	No	Temporary opt-out in case of economic difficulties can be foreseen in sector-level agreements.	Working time (and as a consequence reduction in wages).	Defensive and offensive measure.	Based on an agreement with firm-level TUs and with WC and subject to a vote by employees.	
OECD accession countries						
Lithuania	No	Derogations including general opening clauses and opt-out are granted by law.	-	-	No criteria and no agreement at firm-level required.	-

Note: Derogations from the law do not exist in Canada, Chile, Colombia, Costa Rica, the Czech Republic, Denmark, Israel, Italy, Korea, Latvia, Luxembourg, Mexico, New Zealand, the Slovak Republic, Turkey, the United Kingdom and the United States. Derogations/opt-out from higher level agreements not applicable in Australia, Colombia, Costa Rica, Japan, Korea, Mexico, New Zealand and the United States.

Table 4.A2.5. Enforcement of collective agreements

	Sector-level agreements			Firm-level agreements		
	Do agreements typically include a peace clause ?	Mediation		Do agreements typically include a peace clause ?	Mediation	
		Do agreements typically include a mediation/arbitration procedure?	Is it compulsory?		Do agreements typically include a mediation/arbitration procedure?	Is it compulsory?
OECD countries						
Australia	-	-	-	Yes	Yes	Yes
Austria	No	Yes	Yes	-	-	-
Belgium	No	Yes	Yes	-	-	-
Canada	-	-	-	Yes, common.	Yes in British Columbia, Ontario and Québec; no in Alberta.	Yes in British Columbia and Ontario; no in Alberta and Québec.
Chile	-	-	-	Not allowed.	Yes	No
Czech Republic	No	No	No	Not allowed.	No	No
Denmark	Yes	Yes	Yes	-	-	-
Estonia	Yes	No	-	Yes, common.	..	-
Finland	Yes	Yes	No	If established in sectoral CA.	If established in sectoral CA.	No
France	No	No, but a CA can state that.	-	Not allowed.	No	-
Germany	Yes	No	-	..	..	..
Greece	Yes	Yes	Yes	Yes, but not common.	Yes	Yes
Hungary	No	No	No	Strike illegal if directed against a currently valid CA.	Yes	Yes
Iceland	Yes	No	-	Yes, common.	No	-
Ireland	No	Yes	Yes	Yes, common.	Yes	Yes
Israel	Yes	Yes	Yes	Yes	Yes	Yes
Italy	Yes	Yes	Yes	Yes, common.	Yes	Yes
Japan	-	-	-	No strike possible against agreement except if new negotiation under way.	..	-
Korea	-	-	-	-	-	-
Latvia	Yes	Yes	Yes	-	-	-
Luxembourg	Yes	Yes, but rare.	Yes	Yes, common and compulsory.	No	-
Mexico	No	No	-	Not allowed.	No	-

Table 4.A2.5. Enforcement of collective agreements (Cont.)

	Sector-level agreements			Firm-level agreements		
	Do agreements typically include a peace clause ?	Mediation		Do agreements typically include a peace clause ?	Mediation	
		Do agreements typically include a mediation/arbitration procedure?	Is it compulsory?		Do agreements typically include a mediation/arbitration procedure?	Is it compulsory?
Netherlands	Yes	Yes	No	No, but potentially allowed.	..	-
New Zealand	..	-	-	Peace clause is not applicable; lockouts are illegal if they occur while a CA is in force, unless employees believe on reasonable grounds action is justified on grounds of health and safety.	Yes	Yes, they are required by law to include a plain language explanation of the services available for the resolution of employment relationship problems. Additional mediation procedures (which may be compulsory) can be included.
Norway	Yes	No	-	Yes, common.	No	-
Poland	-	-	-	..	No	No
Portugal	No (but some agreements do).	No	No	Yes, but not common.	Yes, but not common.	No
Slovak Republic	-	-	-	-	-	-
Slovenia	No	Yes	No	-	-	-
Spain	Yes	Yes	Yes	Yes, common.	Yes	Yes
Sweden	Yes	Yes	Yes	Yes, common.	..	-
Switzerland	Yes	Yes	No	Yes, common.	-	-
Turkey	-	-	-	Yes, common.	Yes	Yes
United Kingdom	-	-	-	-	Mediation services are provided by the Advisory, Conciliation and Arbitration Service.	-
United States	-	-	-	Yes, common.	Yes	Yes
OECD Accession countries						
Colombia	-	-	-	No	Yes	Yes
Costa Rica	-	-	-	Yes, common.	Yes	No
Lithuania	Yes	No	No	No	No	No

Table 4.A2.6. Board-level employee representation in OECD countries

	Board representation		Scope	Proportion/number of workers' representatives	Nomination of candidates	Appointment mechanism
	Public	Private				
Austria	Yes	Yes	>300	1/3 SVB.	Appointed by WC.	
Chile ^a	Yes	No	-	-	-	-
Czech Republic	Yes	No	State-owned companies.	1/3 SVB	Agreement between employer and TU.	Election
Denmark	Yes	Yes	>35	1/3 (min. two) BoD	No legal procedure specified.	Election
Finland	Yes	Yes	>150 and request by two personnel groups together representing a majority of employees.	Agreement between employer and at least two personnel groups representing a majority with regard to: number of representatives (unlimited) and the body on which they will sit. If no agreement: min. 1/5 - max four.	By personnel groups.	Election if no agreement between personnel groups.
France	Yes	Yes	State-owned companies.	<ul style="list-style-type: none"> • <200: two members (max. 1/3). • >200: 1/3. 	TU or min. 10% of employees.	Election
			Private sector <1 000 (voluntary). Private sector >1 000 in France or >5 000 worldwide.	Up to 1/4 (max. four or five) <ul style="list-style-type: none"> • Boards ≤12 min. one • Boards >12 min. two 	TU or min 5% of employees (or 100 employees in companies >2 000). After WC's opinion, the general meeting of shareholders chooses either 1,2 or 3: 1. Nomination by TU , 2. Appointment by WC, 3. Appointment by TU.	Election 1. Election by employees.
Germany	Yes	Yes	>500 - <2 000	Min. 1/3 SVB.	WC, employees	Election by employees.
			>2 000	1/2 of SVB.	Employees, Executive staff, TU.	1. Election by employees or 2. Election by delegates.
			Companies in the iron, coal and steel industry >1 000.	1/2 of SVB +de facto one member of MB	WC, TU.	By the general meeting of shareholders.

Table 4.A2.6. Board-Level Employee Representation in OECD countries (Cont.)

	Board representation		Scope	Proportion/number of workers' representatives	Nomination of candidates	Appointment mechanism
	Public	Private				
Greece	Yes	No	State-owned companies.	One member of the board.	Legally by employees, de facto by TU.	Election (final appointment by the minister).
Hungary	Yes	Yes	>200	<ul style="list-style-type: none"> • Dualistic: 1/3 of SVB (unless otherwise agreed by WC and management). • Monistic: according to agreement between WC and BoD. 	WC (duty to ask for TU opinion).	By the general meeting of shareholders.
Ireland	Yes	No	State-owned commercial companies and state agencies.	1/3 of the board	TU or bodies recognised for collective bargaining.	Election (final appointment by the responsible minister).
Israel ^a	Yes	No	>100	Two	-	-
Luxembourg	Yes	Yes	Private companies > 1 000. State-owned companies.	1/3 of the board One board member per 100 employees (min. three members, max. 1/3 of the board)	Election by staff representatives (iron and steel industry are an exception). Election by staff representatives.	
Netherlands	Yes	Yes	Companies with: 1. Equity capital >16 M, 2. A WC, 3. >100 (some exceptions).	<ul style="list-style-type: none"> • Dualistic: 1/3 of SVB • Monistic: 1/3 of the non-executive directors' seats. 	WC	
Norway	Yes	Yes	>30 and request by a majority of employees in companies.	Min. one member up to 1/3 of the board + one member (depending on the size of the company and the existence of a corporate assembly)	TU	
Poland	Yes	Yes	"Commercialised" and privatised companies. N.B: within state-owned companies WC's have substantial managerial powers.	<ul style="list-style-type: none"> • In "commercialised" companies: 2/5 of SVB. • In privatised companies: min. two-four members of the SVB (depending on SVB size). • Additionally, in companies>500: one member of MB. 	No restrictions.	
Portugal	Ye	No	State-owned companies N.B. but very rarely implemented.	Defined by company's articles of association.	WC, 100 or 20% of employees.	

Table 4.A2.6. Board-Level Employee Representation in OECD countries (Cont.)

	Board representation		Scope	Proportion/number of workers' representatives	Nomination of candidates	Appointment mechanism
	Public	Private				
Slovak Republic	Yes	Yes	Private: >50 (or less if provided by articles of association).	1/3 of SVB (up to 1/2 if provided for by articles of association).	TU, employees (10%).	Election
			State-owned companies.	1/2 of SVB (but not the chair).	Unspecified	Election
Slovenia	Yes	Yes	At least two of the following conditions: 1. >50 employees, 2. Sales turnover>8.8 M, 3. Asset value>4.4 M.	<ul style="list-style-type: none"> • Dualistic: min. 1/3 up to 1/2 of SVB but not the chair (defined by articles of association). • Monistic: 1/4, min. one (defined by articles of association). 	Appointment by WC.	-
Spain	Yes	No	State-owned companies> 1 000 (in metal sector>500).	Two-three members (one per TU entitled to participate).	TU entitled to participate (<i>i.e.</i> representing at least 25% of staff representatives and WC seats).	
Sweden	Yes	Yes	>25 + decision by local TU bound by CA with the company.	<ul style="list-style-type: none"> • <1 000 employees: two members. • >1 000 employees + operating in several industries: three members. • Max. 1/2 of the board. 	Appointment by TUs bound by CA with the company. If no agreement between TUs, standard rules apply (with regard to the distribution of seats between TUs).	

Legend: Monistic: unitary structure (board of directors); Dualistic: two-tier structure (management board and supervisory board).

Note: 15 OECD countries have no regulation with respect to BLER in either the public or private sector, these include: Australia, Belgium, Canada, Estonia, Iceland, Italy, Japan, Korea, Mexico, New Zealand, Switzerland, Turkey and the United States.

a) The information for Chile and Israel only concerns the public sector.

Source: OECD (2005, p. 126), *Corporate Governance of State-Owned Enterprises: A Survey of OECD Countries*, OECD Publishing, Paris. OECD (2013, p.54), *Boards of Directors of State-Owned Enterprises: An Overview of National Practices. Chapter 3 Board composition: Constraints and guidelines*, OECD Publishing, Paris. Jackson, G. (2005, p. 4), *Employee Representation in the Board Compared: A Fuzzy Sets Analysis of Corporate Governance, Unionism and Political Institutions*, *Industrielle Beziehungen*, Vol. 12(3). Kluge, N., M. Stollt & A. Conchon (August 2015), *Worker board-level participation in the 31 European Economic Area countries*, European Trade Union Institute (ETUI).

Table 4.A2.7. Industrial disputes: source and definition

Country	Strikes	Lockouts	Minimum criteria for inclusions in statistics	Exclusions	Are political stoppages included?	Are indirectly affected workers included?	Sources and notes
Australia	Yes	Yes	Ten workdays not worked.	No	Yes	No	The statistics are collected, compiled and published by the Australian Bureau of Statistics.
Austria	Yes	No	No restrictions on size.	Public sector	Yes	No	The statistics are collected by the craft unions and are compiled and published by Österreichischer Gewerkschaftsbund (ÖGB) (Austrian trade union federation).
Belgium	Yes	Yes	No restrictions on size; excluding public sector stoppages.	Public sector	Yes	No	Institut national de statistique.
Canada	Yes	Yes	Data gathered covers strikes and lockouts which amount to 10 or more person days lost.	No	Yes	No	The statistics are collected, compiled and published by Labour Program, ESDC.
Chile	Yes	Yes	Duration of at least two hours.	No	No	No	The statistics are collected, compiled and published by the Dirección del Trabajo.
Costa Rica	Yes	Yes	Duration of two hours and at least three workers involved.	No	No	Yes	The statistics are collected, compiled and published by the Departamento de Relaciones de Trabajo, Registro Diario.
Czech Republic	Yes	Yes	None	Armed forces	Yes	Yes	District statistical offices.
Denmark	Yes	Yes	100 workdays not worked.	No	Yes	Yes	Voluntary reports submitted annually by EO.
Estonia	Yes	Yes	..	No	No	Yes	The data are collected on the base of information got from National Conciliator when the labour dispute arise and published by Statistics Estonia.
Finland	Yes	Yes	Duration of at least one hour.	No	Yes	Yes	The statistics are collected and compiled by employers' associations and by the Tilastokeskus (Central Statistical Office - CSO), and published by the CSO.
France	Yes	No	The product of the duration and the number of workers involved should be at least one workday.	Agriculture and the Civil Service are not covered (also transports in 1996-2004 and firms with 1 to 9 employees since 2005).	Yes	Yes	The statistics are collected by the Sections de l'inspection du travail. They are compiled by the Direction départementale du travail, the Direction régionale du travail and the Administration centrale of the Ministère du Travail (Section des études et de la statistique). This latter organisation is also responsible for publishing the data.

Table 4.A2.7. Industrial disputes: source and definition (Cont.)

Country	Strikes	Lockouts	Minimum criteria for inclusions in statistics	Exclusions	Are political stoppages included?	Are indirectly affected workers included?	Sources and notes
Germany	Yes	Yes	Data are recorded for all strikes and lockouts. However, because of the difficulty of recording adequately figures on minor strikes, published data concern strikes involving at least 10 workers and lasting at least one day in the establishment (betrieb) involved, or in which at least 100 working days are not worked in the establishment.	The civil service is not covered by the statistics.	Yes	No	The statistics are collected by the local employment offices, compiled by the main office of the Federal Employment Institution (Bundesagentur für Arbeit) and published by the Federal Statistical Office (Statistisches Bundesamt).
Hungary	Yes	No	Ten workers involved	No	No	Yes	Hungarian Central Statistical Office.
Ireland	Yes	Yes	Duration of at least one day or aggregate time not worked of at least 10 workdays.	No	Yes	Yes	The statistics are collected, compiled and published by the Central Statistics Office.
Israel	Yes	Yes	From 1972, a total of at least ten days not worked for total strikes and lockouts, and lasting at least two hours for both total and partial strikes.	Non-military security forces and the army.	No	No	Since 1971 until 1981 the statistics have been collected and compiled by the Ministry of Labour & Social Affairs in collaboration with the Histadrut. Since then the data are collected by the Ministry with the consultation of the labour organisations and are published by the Ministry and by the Central Bureau of Statistics.
Italy	Yes	Yes	None	No	Yes	No	The statistics are collected by the police at the provincial level, and are compiled and published by the Istituto centrale di statistica (ISTAT).
Japan	Yes	Yes	Series on work stoppages concerns strikes lasting half a day or more, strikes lasting less than half a day and all lockouts.	No	Yes	No	The statistics are collected by prefectural offices in charge of labour administration, and compiled and published by the Ministry of Health, Labour and Welfare.
Korea	Yes	Yes	None	No	No	No	The statistics are collected, compiled and published by the Ministry of Labour.
Latvia	Yes	No	..	Public sector.	No	..	..

Table 4.A2.7. Industrial disputes: source and definition (Cont.)

Country	Strikes	Lockouts	Minimum criteria for inclusions in statistics	Exclusions	Are political stoppages included?	Are indirectly affected workers included?	Sources and notes
Lithuania	Yes	No	None	No	No	Yes	Statistics Lithuania.
Mexico	Yes	No	Duration of at least two hours.	The statistics concern strikes at establishments and enterprises covered by Federal jurisdiction. As a result, strikes at enterprises under local jurisdiction are not included.	No	No	Statistical information is provided by the General Directorate of Registry of Associations (Dirección General de Registro de Asociaciones) and the General Directorate of Labor Statistics and Research (Dirección General de Investigación y Estadísticas del Trabajo), both of the Secretariat of Labor and Social Welfare.
Netherlands	Yes	Yes	None	No	Yes	Yes	The statistics are collected, compiled and published by the Central Bureau of Statistics (CBS).
New Zealand	Yes	Yes	From the beginning of 2000, published statistics relate to complete strikes and lockouts that involve the equivalent of five or more person-days of work lost. Previously, published statistics related to 10 or more person-days of work lost. Partial strikes and partial lockouts are also included in the published statistics provided they meet the threshold of five or more person-days of work lost.	Prior to 1988, public sector stoppages (including state-owned enterprises) were not included in the statistics. Previously, statistics on work stoppages related only to the private sector. Both private and public sectors are now subject to the Employment Relations Act 2000.	Yes	Yes	The statistics are collected and published by the Ministry of Business, Innovation and Employment.
Norway	Yes	Yes	Duration of at least one day.	No	Yes	No	The statistics are based on information collected by the Confederation of Norwegian Business and Industry, the Norwegian Federation of Trade Unions and other trade unions, and are compiled and published by the Central Bureau of Statistics (Statistisk Sentralbyrå).

Table 4.A2.7. Industrial disputes: source and definition (Cont.)

Country	Strikes	Lockouts	Minimum criteria for inclusions in statistics	Exclusions	Are political stoppages included?	Are indirectly affected workers included?	Sources and notes
Poland	Yes	No	Duration of one hour	No	Yes	Yes	Central Statistical Office.
Portugal	Yes	No	None but general strikes at the national level are excluded. Lockouts are expressly forbidden in the legislation on strikes.	Although the agricultural sector is not specifically excluded, its coverage is limited. Since the new methodology was introduced in 1986, public administration has been excluded.	Yes	No	The statistics are collected by the Ministério do Trabalho, Solidariedade e Segurança Social in collaboration with the Direção Geral do Emprego e das Relações de Trabalho (DGERT) and the Gabinete de Estratégia e Planeament (GEP). They are compiled and published by the Gabinete de Estratégia e Planeament (GEP).
Slovak Republic	Yes	No	None	No	Yes	Yes	Statistical Office of the Slovak Republic (SOSR).
Slovenia	..	..	..	..	..	..	..
Spain	Yes	Yes	Duration of at least one hour.	Up to 1988, civil servants working in public administrations did not have the right to strike and were therefore not included in the statistics. Members of the armed forces or military establishments are forbidden by law to strike.	Yes	No	The statistics are collected by the Ministerio de Trabajo y Seguridad Social (MTSS) on the basis of data supplied by the competent labour authorities, and are compiled and published by the MTSS.
Sweden	Yes	Yes	Total time not worked of at least eight workhours, even if only eight persons stop work for one hour each.	No	Yes	No	The statistics are collected and compiled by the National Conciliator's Office, and published by Statistics Sweden.
Switzerland	Yes	Yes	Duration of at least 24 hours.	International organisations and embassies are not covered.	Yes	Yes	The statistics are collected, compiled and published by the Swiss Federal Statistical Office (SFSO). Office fédérale de l'industrie, des arts et métiers et du travail (OFIAMT).

Table 4.A2.7. Industrial disputes: source and definition (Cont.)

Country	Strikes	Lockouts	Minimum criteria for inclusions in statistics	Exclusions	Are political stoppages included?	Are indirectly affected workers included?	Sources and notes
Turkey	Yes	Yes	None but sympathetic or solidarity strikes, political strikes and general strikes are considered to be unlawful and are not included in the statistics, nor are other unofficial strikes, go-slows, working to rule, overtime bans or sit-ins	Life or property saving, funeral and mortuary, production, refining and distribution of city water, electricity, natural gas and petroleum as well as petrochemical works, production of which starts from naphtha or natural gas; banking services; in workplaces operated directly by Ministry of National Defence, General Command of Gendarmerie and Coast Guard Command, firefighting and urban public transportation services carried out by public institutions and in hospitals.	No	Yes	The statistics are collected, compiled and published by the Ministry of Labour and Social Security.
United Kingdom	Yes	Yes	At least 10 workers involved or lasting at least one day, unless the aggregate number of days not worked is greater than 100. These minima have been fixed in order to eliminate the smallest strikes or lockouts. There can be some uncertainty in identifying very short stoppages, and recording problems are significantly worse for small stoppages. Their exclusion has a negligible effect on the main indicator, working days not worked.	Armed forces	No	No	The statistics are collected, compiled and published by the Office for National Statistics.
United States	Yes	Yes	A minimum of 1 000 workers simultaneously involved, with the stoppage lasting at least a full shift. Prior to 1982: stoppages involving six employees or more and lasting at least a full shift.	No	No	Yes	The statistics are collected, compiled and published by the US Department of Labor, Bureau of Labor Statistics.

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