CODEBAR-Project

Decentralised Bargaining in Italy

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Executive summary

Since the 1990s and more decisively after the 2008 economic and financial crisis, collective bargaining decentralisation has been promoted in Italy, like in other continental European countries, with the aim to help companies compete in increasingly global and integrated markets. On August 5, 2011, a letter was sent by the European Central Bank to the then Italian prime minister, Silvio Berlusconi, where, among other things, a reform of the collective wage bargaining system was demanded, with the aim of 'allowing firm-level agreements to tailor wages and working conditions to firms' specific needs and increasing their relevance with respect to other layers of negotiations'. In the years following the economic and financial crisis, the second level of collective bargaining, institutionally envisaged for the first time with the Giugni Protocol of 1993, was therefore further encouraged by the Italian government via both the introduction of fiscal incentives linked to local or company-level negotiations on performance-related pay and the opportunity granted to decentralised bargaining to derogate, upon certain conditions, from sectoral-level collective agreements and national legislation (Article 8 of Decree-Law No. 138/2011, converted into Law No. 148/2011). In the same years, also social partners opened-up to a process of organised decentralisation. According to the model designed in cross-industry collective agreements since 2011, the scope of decentralised bargaining is to be defined by NCLAs (following the principles of delegation and ne bis in idem), yet opening clauses entitles decentralised bargaining to deviate from standards set by the national agreements, provided that the derogatory agreement is approved by sectoral trade unions.

After more than ten years from the adoption of such regulatory measures, the times are finally ripe to go deeper in the organised decentralisation model, still affirmed in most cross-industry and sectoral agreements in Italy, thus casting light on whether and to what extent it applies in reality. To achieve the research objective, a qualitative approach was adopted entailing secondary research on relevant scientific contributions and institutional documents, content analysis of legal provisions, case law and collective agreements as well as 11 semi-structured interviews and one group discussion with national and company-level social partners. More precisely, three sectoral case studies (respectively on the metalworking, electricity and retail industry), also involving one company case study each, were conducted to provide an in-depth understanding of historical and actual dynamics of collective bargaining in specific industries and work contexts.

Despite the normative flexibility and the governmental economic incentives to boost decentralised bargaining, its quantitative development is still limited in Italy amounting to around 21% of Italian firms (13% covered by firm-level agreements and 8% by territorial ones), though with remarkable differences across industrial and construction and social services sectors and between large and small-medium enterprises. As noted by interviewed social partners, due to current economic difficulties, a decreasing trend in the number of company-level collective agreements in both the retail and metalworking sector is even observable. By contrast, the electricity industry stands out for maintaining very high levels of company-level collective bargaining coverage (approximately 95% of sectoral firms), thanks to the prevalence of very large and geographically dislocated electricity operators. Nevertheless, just for the same reasons and given the key role of few electricity companies also as national-level negotiators, the difference between sectoral and decentralised bargaining, in terms of both agents and contents, is quite blurred. On the one hand, it is the NCLA which provides for the specific amount of money which company-level collective bargaining must devote to performance-related pay; and on the other hand, decentralised bargaining in the sector is usually conducted with national trade unionists at the company-central level with few opportunities for single plants' or local articulations' players to autonomously negotiate and implement differentiated arrangements. But even when decentralised bargaining does take place in Italy as a concrete opportunity to address context-specific needs, there is no guarantee that it actually serves to promote a high-road to productivity, since unlike what indicated in NCLAs, fixed and compressed pay structures may still be negotiated (as detected in the metalworking and retail company case studies), while other opportunities for flexibility and innovation (e.g., with reference to job classification

schemes or the strengthening of worker participation structures) may not be seized nor substantially put in place (as emerged from the analyses on the electricity and retail company).
These examples of such misalignment between the functional articulation of bargaining levels, as envisioned in cross-industry and sectoral agreements, and the concrete practices of decentralised negotiations prove to be unrelated to the various degree of autonomy (higher in the metalworking company and lower in the retail and electricity companies) boasted by workplace representation structures from sectoral trade unions, during negotiations on corporate level. Explanations for such leaks in the 'depth' of collective bargaining should not even, or at least not exclusively, be sought in the criteria of coordination between bargaining levels. Indeed, while it is true that 'normative styles' of delegation matter and notably, that issues delegated via demarcation (i.e., performance-related pay) tend to be negotiated more frequently than those devolved via 'opening clauses' (i.e., experimentations in job classification schemes), it should not be neglected that fixed pay elements on corporate level are reported by interviewees operating in both the metalworking and retail sector, despite the clear recommendation, expressed in NCLAs, to exclusively concentrate on variable wage. Power relations at firm level are in fact of utmost importance, especially in a self-regulated industrial relations system like the Italian one, to steer decentralised bargaining towards certain outputs rather than others and therefore to affect the degree of vertical coordination between bargaining levels. In this sense, certain weaknesses of trade unions and worker representatives, expressed not so much by density rates (which are still quite high in all analysed companies, though in downtrend especially at Enel and Coop Alleanza 3.0) but rather by shaky internal cohesion and poor narrative capabilities, appear to reduce the probabilities to conduct forward-looking decentralised bargaining over certain topics, promoted by national social partners (such as really variable and performance-related bonuses and the classification of new professional figures).
The above-described critical issues must not however overshadow the vast majority of collective provisions which have been reached in all analysed companies, in coordination with both the regulatory possibilities offered by NCLAs and above all, the favourability principle (which has historically informed in Italy the relationships between different sources of labour regulation at various levels), such as: the establishment of labour-management committees for the joint analysis and discussion on targeted issues, the regulation of variable pay schemes, the definition of flexible working time solutions, the provision of welfare and work-life balance measures, and so on. By contrast, with the exception of few experiences in the retail sector, the resort to opting out opportunities, enabled and controlled by sectoral social partners, has not been reported by interviewees and it is not evidenced in the analysis of collective agreements. For this reason and against a misleading view of decentralisation as the 'anteroom' of deregulation, we should acknowledge its capacity, at least in the three large companies analysed, of finding solutions and compromises, which are tailored to the specific needs of workers and employers, though not always strictly coherent with the functional articulation of collective bargaining levels.
Therefore, in Italy we should worry not so much about the spread of decentralised bargaining to the detriment of national labour standards (representing a marginal threat today, thanks to the role played by trade unions and worker representatives in unionised workplaces) and rather, about the significant delays of decentralised parties in diverting their mediation and bargaining skills to the building of high-road competitive and innovative paths. In addition to this, the issue of all those companies which are still out of the coverage of decentralised bargaining and more and more often, especially in the retail sector, also of the scope of the NCLAs signed by the most representative trade unions, is of growing concern to experts, politicians and practitioners in Italy. It is against these trends, that traditional collective bargaining arrangements are called to test their resilience: on the one hand, by ensuring the reproduction of collective bargaining culture and trust-based labour relationships from national to local levels, which is a prerequisite for truly organised decentralisation beyond the mere delegation of bargaining competences; and on the other hand, by contrasting wage and social dumping via the opportunistic application of 'cheaper' NCLAs especially by small firms. Whereas the first objective requires stronger investments in empowering and sensitizing local parties

e.g., via training, coordination and monitoring activities, the latter is forcing NCLAs to take responsibility also of those efficiency and flexibility needs, which had traditionally been charged to the sole decentralised bargaining. That is why a better differentiation of sectoral regulations according to the various types of companies and branches is advocated and already implemented by some NCLAs in the analysed sectors.

1. Introduction

Since the 1990s and more decisively after the 2008 economic and financial crisis, collective bargaining decentralisation has been promoted in Italy, like in other continental European countries, with the aim to help companies compete in increasingly global and integrated markets, in face of which sector-specific national collective agreements have turned out to be hampered in their capacity of both sustaining internal supply for products and safeguarding workers' purchasing power and decent labour conditions (Pallini, 2016). As it is commonly known, on August 5, 2011, a letter was sent by the European Central Bank to the then Italian prime minister, Silvio Berlusconi, where, among other things, a reform of the collective wage bargaining system was demanded, with the aim of 'allowing firm-level agreements to tailor wages and working conditions to firms' specific needs and increasing their relevance with respect to other layers of negotiations'. Overall, the objective was to increase firms' competitiveness. In the years following the economic and financial crisis, the second level of collective bargaining, institutionally envisaged for the first time with the Giugni Protocol of 1993, was therefore further encouraged by the Italian government via both the introduction of fiscal incentives linked to local or company-level negotiations on performance-related pay (Article 53 of Decree-Law No. 78/2010, converted into Law No. 122/2010) and the opportunity granted to decentralised bargaining to derogate, upon certain conditions, from sectoral-level collective agreements and national legislation (Article 8 of Decree-Law No. 138/2011, converted into Law No. 148/2011). In the same years, also social partners opened-up to a process of organised decentralisation, in an effort to balance company competitiveness with the safeguard of minimum labour standards. According to the model designed in cross-industry collective agreements since 2011, the scope of decentralised bargaining is to be defined by NCLAs (following the principles of delegation and *ne bis in idem*), yet opening clauses entitles decentralised bargaining to deviate from standards set by the national agreements, provided that the derogatory agreement is approved by sectoral trade unions.

After more than ten years from the adoption of such regulatory measures, whereas some estimations and studies on the quantitative and qualitative development of decentralised agreements have been performed (e.g., ADAPT, 2015-2021; CISL, 2019; D'Amuri & Giorgiantonio, 2014; Fondazione di Vittorio, 2020), the times are finally ripe to go deeper in the organised decentralisation model, still affirmed in most cross-industry and sectoral agreements in Italy, thus casting light on whether and to what extent it applies in reality. The assessment is particularly important given the implications that collective bargaining systems have for productivity gains and labour market outcomes (Garnero, 2021), in the light of both Italy's long-lasting problem with productivity and more recent challenges brought about by growing globalisation, technological advancements, demographic change and climate crisis. Subsequently, the aim of this report is to examine why and how vertical coordination between the first and second level of collective bargaining, looking at both their normative and subjective relationships (Tomassetti, 2014), is regulated in cross-industry and sector-specific national agreements and therefore actually implemented in companies. In detail, the research questions underpinning this report are: why and how national social partners organise collective bargaining decentralisation in a two-tier system, in terms of both the distribution of regulatory competences across the two levels and the relationships and attribution of roles between sectoral trade unions and workplace labour representatives; why and how firm-level actors operating in different sectors, interpret and implement the organised decentralisation model outlined at the national level, and therefore relate to sectoral social partners and comply with bargaining coordination principles (i.e., delegation, *ne bis in idem*, confined derogations). In the end, the analysis carried out in this report allows also to evaluate the tightness and concrete application of the Italian collective bargaining articulation as well as its capacity to respond to both enterprises' and workers' needs in face of current structural transformations.

To achieve the research objective and answer to the above questions, a qualitative approach was adopted entailing secondary research on relevant scientific contributions and institutional documents, content analysis of legal provisions, case law and collective agreements as well as 11 semi-structured interviews and one group discussion with national and company-level social partners. More precisely, three sectoral case studies (respectively on the metalworking, electricity and retail industry), also involving one company case study each, were conducted to provide an in-depth understanding of historical and actual dynamics of collective bargaining in specific industries and work contexts. The selection of the sectors, done in accordance with the whole CODEBAR consortium to ensure homogeneity across all national reports, ensures variation as regards structural (e.g., capital/labour intensity, firm size, core and periphery workers, etc.), market (e.g., product prices trends, business cycles) and industrial relations (e.g., unionisation rates, number of NCLAs, fragmentation of employers' associations, etc.) conditions. Companies were selected mainly on the basis of their long-lasting and important involvement in decentralised industrial relations and collective bargaining. For each company case study, in addition to secondary and primary documentary analysis, at least three interviews with a company representative dealing with collective bargaining, a sectoral trade unionist operating at the company level and a workplace labour representative were carried out. In two out of the three company case studies, it was possible to interview two sectoral trade unionists coming from different organisations, so as to give voice to their diverse approaches and sensitivities. The group discussion was held with 10 people among interviewed company-level social partners and colleagues as well as one national trade union representative from the metalworking organisation, FIM-CISL (associate partner in CODEBAR project). Data collected via the above methods were thematically analysed to detect similarities and differences across analysed sectors and companies, in relation to the following main topics: institutional framework of collective bargaining decentralisation; contents and actors of decentralised bargaining and their relationships with sectoral provisions and players; possible developments in decentralised bargaining and prospects for the future.

The report is structured as follows: in Part II, an analysis of the institutional framework of collective bargaining and worker representation in Italy is provided. This is followed, in Part III, by the description of the theoretical debate concerning the institutional aspects of decentralised bargaining as well as the new trends in collective bargaining decentralisation resulting from both secondary sources and collective agreements. Parts IV, V and VI are dedicated to sectoral and company case studies with insights into sectoral collective bargaining structures and actors and the dynamics, contents and developments of decentralised bargaining. Part VII compares the findings from case studies and concludes by linking the empirical evidence to the research questions and the institutional framework and theoretical debate.

2. Analysis of the institutional framework of collective bargaining and employee representation in Italy

In parallel with the erosion of hard law (Zoppoli, 2013, p. 53), due to technological change, increasing capital mobility and competitive pressures in the globalised market (Treu, 2018, p. 371), Italian legislators have increasingly engaged social partners in responsive regulation (Mengoni, 1988, p. 3), in an attempt to promote a controlled model of labour market flexibilization (Magnani, 2018, p. 5; Magnani, 2017, p. 1). According to its original elaboration, the idea of responsive regulation hints at the promotion by public regulation of private market governance (exerted by trade unions, businesses, environmental and consumer groups, etc.) 'through enlightened delegations of regulatory functions' (Ayres & Braithwaite, 1992, p. 4), placing itself somehow between self-governance and command and control public regulation. In line with this approach, since the early 1980s, tripartism and delegation became important features of Italian labour legislation.

Except for some labour market reforms passed during the last decade, labour legislation is promoted through concertation or social dialogue that involves social partners in the law-making process on a national and local level (tripartism). On the other hand, statutory and collective bargaining sources of labour law regulation are complementary and coordinated in line with the principle of delegation: most of the time, legislation is expected to be implemented and/or complemented by collective bargaining on a sectoral or corporate level. Similarly, collective bargaining standards and other bilateral policies negotiated on a sectoral level are expected to be applied and/or detailed via firm-level bargaining.

As a result, labour regulation takes place on different levels and stems from different normative sources, including legislation, multi-employer agreements on a national, industry, territorial (either regional or provincial levels) and firm-level bargaining. Also, the Italian contractual regulatory system focuses significantly on establishing norms regarding the *interaction* between industry-level and decentralised agreements.

The Italian collective bargaining system is internally coherent with the principle of delegation. The system is based on several cross-industry agreements signed at the inter-professional level in different macro-sectors.[1] These agreements have created a voluntary, comprehensive multi-employer bargaining model, with the national collective labour agreements (NCLAs) regarded as the cornerstone of the system (Giugni, 1957, p. 424). In addition to formalising rules and procedures for collective bargaining, the cross-industry agreements are the main source of 'bargaining articulation' as they define rules governing the normative relationship between the different bargaining levels. The articulation of bargaining levels has been historically produced through the following principles: a) *ne bis in idem*, which means that firm-level bargaining cannot deal with matters already covered by NCLAs; and b) delegation, which indicates that the scope of decentralised bargaining is defined by NCLAs that assign to firm-level actors certain regulatory tasks (Marginson, 2015, p. 97). Despite the first principle having been removed from the most recent cross-industry agreements, it continues to have application in many NCLAs, including the ones covering the retail and electricity sectors.

However, rules on coordination and the ones concerned with other bargaining subjects are inherently contractual: they are self-regulatory provisions that only apply for as long as enterprises and workers' representatives at company level voluntarily choose to apply them (Pallini, 2016). This might result in weak vertical coordination and integration between what is agreed at central level and what is practiced in the periphery, thus undermining the effectiveness of the overall responsive regulation programme.

Despite minor case law which has recently stated that conflict between bargaining levels should be resolved by assessing 'the actual willingness of the parties, which must be deduced through the *coordination* of various collective bargaining provisions',[2] for what concerns prevalent case law on the structure of collective bargaining in Italy, it is clear that firm-level bargaining can always depart from the standards set by NCLAs.[3] The spectacular opting out of Fiat (now Fiat Chrysler Automobiles) from the employers' association and the group-level stand-alone agreement (first level

[1] In terms of employees and firms covered, the most relevant are those signed by Confindustria, Cgil, Cisl and Uil in January 2014 and by Confcommercio, Cgil, Cisl and Uil on 24 November 2016. Note also that Confindustria is the main Italian employers' association in the manufacturing sector; Cgil, Cisl and Uil are the biggest Italian trade unions' confederations.

[2] Cass 15 September 2014, n 19396 (emphasis added).

[3] See, e.g., Cass 18 May 2010, n 12098; Cass 26 May 2008, n 13544; Cass 18 September 2007, n 19351; Cass 19 April 2006, n 9052; Cass 7 June 2004, n 10762; Cass 19 May 2003, n 7847; n 4758; Cass 18 June 2003, n 9784; Cass 19 June 2001, n 8296; Cass 3 April 1996, n 3092; Cass 3 February 1996, n 931; Cass 24 February 1990, n 1403; Cass 27 May 1987.

contract) in 2011 was the result of this voluntarist institutional framework (Damiani, Pompei & Ricci, 2020, p. 563; Senatori, 2012, p. 469).

Described as an example of a multinational's disruptive impact on national industrial relations (Meardi, 2012), however, the Fiat shift to single-employer bargaining did not result in a revolution in the Italian industrial relations system, as social partners have been able to defeat several attempts to deregulate the system by making both the contents and applicability of NCLAs more flexible (Recchia, 2017).

In line with the overall concept of responsive regulation, since the onset of the 2009 economic crisis, cross-industry collective agreements opened-up to a process of organised decentralisation: the scope of decentralised bargaining continues to be defined by NCLAs, yet opening clauses entitle decentralised bargaining to deviate from standards set by the national agreements, provided that the derogatory agreement is approved by sectoral trade unions. Usually drawn up at sectoral level or based on statutory provisions, opening clauses provide the space for company-level bargaining to derogate from standards set under sectoral agreements, in order to adapt them to the circumstances of individual companies, while preserving multi-employer bargaining (Keune, 2011). This provides the bargaining system with the necessary flexibility to accommodate management demands for derogations.

The derogation right introduced in 2009 was then confirmed by the Confindustria, Cgil, Cisl and Uil agreement of 28 June 2011, transposed in NCLAs, and subsequently, sanctioned in Art 8 of Decree-Law no 138/2011, converted into Law no 148 of 2011 (e.g., Tursi, 2013; Leccese, 2012; Maresca, 2012; Tiraboschi, 2012; Perulli & Speziale, 2011; Scarpelli, 2011; Vallebona, 2011). This provision allows bargaining at the lower level to derogate from sectoral agreements and also national legislation regardless of coordination rules established by social partners in cross-industry collective agreements and NCLAs, and therefore opening up a potential process of 'disorganised decentralization'[4] which may undermine responsive regulation. When signed by the majority of trade unions or workplace labour representatives, the derogatory agreement has *erga omnes* effect. This generalised efficacy applies, regardless of the approval of sectoral trade unions, also to those decentralised agreements signed before the cross-industry agreement of 28 June 2011, provided that they are approved by the majority of employees. With the implementation of the inter-confederal agreement on 21 September 2011, Confindustria, Cgil, Cisl and Uil nevertheless agreed to follow only the decentralised bargaining model defined by the Agreement on 28 June 2011, committing not to resort to Art 8. As a result, in 98% of cases company-level bargaining takes place through multi-employer bargaining: the firm applies both the NCLA and the company-level agreement. Single-employer bargaining, taking place outside a NCLA, is limited to 2% of cases (ADAPT, 2016; ADAPT, 2015), although derogations on certain subjects might still be agreed at the firm-level without being formalised by the parties or resulting in official statistics (Imberti, 2013).

Since 2009 the process of decentralization started to be prompted also through economic incentives. Every year since then, governments have passed exemptions on the income tax and social security contributions for additional company-based provisions linked to productivity, such as incentive pay, flexible working time arrangements and, more recently, welfare measures and direct employee participation practices. Although these fiscal measures only apply to variable pay resulting from decentralized collective agreements concluded at district, company or plant level, they have proven

[4] The concept of 'disorganized decentralization' refers to Franz Traxler's two logics of collective action in industrial relations: on one hand, the organized model under which firm-level collective bargaining takes place in coordination with and within the limits of NCLAs; on the other hand, the disorganized model under which firm-level collective bargaining breaches coordination rules and limits established by NCLAs (Traxler, 1995, p. 23). Further analysis on coordination theory in relation to the Italian industrial relations system is provided in Tomassetti (2017).

to be barely effective in terms of incentivising bargaining decentralisation[5]. Second-level collective agreements have increased just by 2-5% (depending on the size of enterprises) over the last few years following the approval of 2016 Budget Law and related fiscal incentives (CNEL, 2019).

The persistent relevance of multi-employer bargaining in Italy is the result of a legislation which strongly promotes a model of responsive regulation based on trade unions' empowerment. Beyond sectoral collective bargaining, their activity at the workplace level is promoted through several channels of voice and workers' representation that allow unions to defend the interests of their members in both employment regulation and labour law enforcement.

In Italy there are two alternative channels for workplace representation. The first is the union channel, regulated by article 19, Law 300/1970 (Workers' Statute). According to Art. 19, only organizations signatory of a (sectoral and/or company) collective agreement in force in the workplace are entitled to set up a workplace representation body (the so-called RSA: *Rappresentanze Sindacali Aziendali*)[6]. The second model was introduced by the cross-industry tripartite agreement signed on 23 July 1993 and revised by the cross-industry agreement of January 2014, in which the parties agreed to convert the legal union channel into 'unitary workplace labour representation structures' (so called RSU: *Rappresentanze Sindacali Unitarie*), largely typifying works councils. Especially with the abolishment of the requirement of one third of the seats to be directly elected or appointed by trade unions (via the agreements signed in May 2013 and January 2014), works councils are now formally independent from unions, and all employees, regardless of their trade union affiliation, elect them. However, RSUs maintain a substantial close relationship with trade unions as they are elected by employees on the basis of lists of candidates chosen by local trade unions (Damiani et al., 2020, p. 562). In the majority of firms belonging to the national employers' federation that signed the 1993 and 2014 cross-industry agreements (*Confindustria*, representing companies in industrial sectors), the RSU model of representation applies; for other companies falling outside the application of these cross-industry protocols, the RSAs model applies; moreover, due to inter-organisational dynamics, there are few cases of coexistence of both RSU and RSA in workplaces (see the case of Coop Alleanza 3.0 in this report).

Although pursuant to latest cross-industry agreements, both RSA and RSU are entitled to autonomously negotiate and sign firm-level collective agreements, local trade unions still participate in many firm-level negotiations and are frequently among the signatory parties of collective agreements along with RSA or RSU[7]: to be fair, the opportunity for them to assist workplace-level workers' representatives is still laid down in some NCLAs. According to the latest cross-industry agreements, no direct approval of collective agreements from workers is formally necessary, except in contexts covered by the RSA model prior to a request from a trade union organisation or at least 30% of the workforce.

Importantly, a breach in the pluralist model of Italian industrial relations has been detected both in the Fiat events leading to the refusal to recognise the entitlement to workplace representation rights of the union which participated in the negotiations but did not sign the group-level collective agreement (note 6), and in the Part IV of the cross-industry agreement of January 2014, envisaging the introduction at company level of no-strike clauses and sanctions against violations of collective

[5] See COM (2017) 511 final, point 22, at 8.

[6] According to the judgment No. 231/2013 of the Constitutional Court, the entitlement should be extended also to trade union organisations participating in the negotiations, though not signing the agreement. This judgement followed a long judicial dispute deriving from the exclusion, from workplace representation rights, of FIOM-CGIL, the trade union which had not signed the group-level stand-alone agreement in Fiat, according to Article 19 of the Workers' Statute. The events are described e.g., in Pietrogiovanni & Iossa (2017).

[7] For instance, according to Fondazione Di Vittorio (2020), only 8% of 1,683 firm-level agreements, concluded between 2017 and 2019, were signed by the sole RSU.

agreements, with a binding effect not only for the parties but also for the non-signatory parties that are anyway affiliated to the confederations subscribing to the 2014 agreement (Pietrogiovanni & Iossa). 'Accordingly, a company-level union affiliated with one of the signatory confederations will be bound by social peace clauses set in a collective agreement that it has not signed' (ibid., p. 56).

Although there is no formal obligation to bargain[8], in addition to the constitutional right to strike, the Workers' Statute entitles RSU (and RSA, if applicable) several trade union rights (e.g., paid and unpaid assembly right, unions leaves, referendum, etc.), including the so-called 'repression of anti-union behaviour' under art. 28 of Law No. 300/70. According to this provision, whenever the employer carries out actions aimed at preventing or limiting the exercise of freedom of association and/or trade union activities, or the right to strike, the local representatives of trade unions can plead the judge for issuance of an injunction against the employer to cease-and-desist from his/her illegal conduct and to redress any damage, eliminating the effects thereof[9]. Article 28 implicitly works as a deterrent of certain unfair bargaining practices, rather than a direct obligation to bargain *bona fide*.

Indirect legislative support for collective bargaining concluded by the most representative employers' and trade unions' associations is a further example of responsive regulation. This legal mechanism was introduced in response to a social dumping problem in the application of collective agreements: in the five-year period coinciding with the economic crisis, competition between different NCLAs in the same sector intensified and contractual 'dumping' phenomena have sharply increased in the form of 'pirated contracts', under which smaller unions (without real representation) and compliant business associations sign alternative sectoral collective agreements in order to cut labour standards and costs.

Responsive regulation to combat this form of contractual dumping has been promoted by labour inspectors and the legislator: along with several legislative measures to promote the application of genuine bargaining systems,[10] only collective agreements concluded by the most representative trade unions and employers' organisations were enabled to provide a flexible implementation of labour legislation (e.g., working time, non-standard employment contracts and so forth), thus making the non-representative collective agreements less attractive for employers.

[8] However, it is worth noticing that according to Article 4 of the Workers' Statute, the signature of a collective agreement (or, in case of failure, the authorisation from the Labour Inspectorate) is required to individual employers willing to introduce technological devices that can indirectly lead to the remote control of workers' activities.

[9] Under case law, a number of employers' actions have been deemed to be anti-union behaviour, and therefore prohibited and sanctioned with penal measures (among the most recent cases, *see* Cass. 10 October 2016 n. 20319; Cass. 17 February 2012 n. 2314; Cass. 19 July 2011 n. 15782). These behaviours include: dismissal of workers on strike; hiring of third parties to replace workers on strike; retaliation against workers that undertake legal strike action; failure to inform the unions on issues regulated by collective agreements; and direct bargaining with the workers, thus bypassing the unions.

[10] For example, cooperative companies shall always provide to their employees a remuneration not lower than the one provided by NCLAs signed by the comparatively most representative trade unions (art. 7, para 4, legislative decree no 248/2007). Also, social security contributions shall be calculated on the minimum wage provided by NCLAs signed by most representative trade unions, even if the wage provided by the applied collective agreement is lower (art 1, decree no 338/1989). In addition, quite often the grant of tax advantages, reduction of social security contributions and other benefits for companies has been linked to the application of collective agreements signed by the comparatively most representative trade unions (for example art. 2, para 25, law no 549/1995).

3. Trends and debates in collective bargaining decentralisation and in decentralised bargaining

Statutory legislation and NCLAs recognise great power to collective bargaining at a firm and local level. While statutory legislation and case law allow uncoordinated forms of bargaining decentralisation, NCLAs seek to promote coordination between bargaining levels. Literature on these aspects is divided into three main blocks:

1. The majority of authors are in favour of a controlled form of collective bargaining decentralisation, one that is consistent with the model of two-tier bargaining proposed by NCLAs and cross-industry agreements. This approach entails 'the importance to supplement the national bargaining level with the decentralised one whenever there are the conditions for doing so, but not to overturn the levels' (Gottardi, 2016, p. 893). For instance, Leonardi, Ambra & Ciarini (2017) highlight 'the value of industry-wide bargaining as a fundamental and indispensable tool against inter-firm cut-throat competition' and 'the importance of vertical and horizontal articulation or coordination of collective bargaining as a key condition for effective industrial relations' (p. 46). Moreover, Perulli (2013) defines Article 8 Law No. 148/2011 as the 'deconstruction vector' of labour law (p. 923), while Bavaro (2012, p. 30) warns that the phenomenon of the corporatisation of industrial relations has developed to the detriment of national bargaining and therefore in an alternative and not complementary way;

2. A minority of authors are in favour of collective bargaining decentralisation regardless of coordination rules and favourability principles. Accordingly, Vallebona (2006) states that 'the true well-being of the individual no longer passes through the frontal opposition between capital and labour, nor even through political consultation with trade unions representing a minority of citizens and by definition cultivating partisan interests that are not infrequently at odds with the general interest' (p. 445). This concept is the basis for the author's idea of contractual and regulatory decentralisation in relation to business communities based on solidarity and cooperation. According to Tiraboschi (2012), who recalls Biagi (2002), 'each entrepreneur should be able to negotiate at the level considered as the most appropriate and adequate in view of the subject matter of the negotiation itself'. In addition, 'at least one practice of supervised derogation could be started immediately, i.e., allowing the company contract to replace the one concluded at a higher level only with the authorisation of the signatory parties and in the presence of a limited number of cases' (p. 86);

3. A third group that believes that collective bargaining decentralisation in Italy is a complex, heterogeneous and dynamic phenomenon. According to these authors, this phenomenon cannot be traced back to the conceptual categories traditionally used in literature and leads to case-by-case evaluations (e.g., Tomassetti & Forsyth, 2019; Paolucci, 2017; Tomassetti, 2017a; Pallini, 2016). Importantly, Tomassetti (2017b, pp. 136-137) argues that in this new geography of work it is necessary to focus on the territory as a place of agglomeration of ideas, human capital, technology and research, whereas Pallini (2016, p. 18) proposes the introduction of a legal minimum wage determined region by region on which to develop decentralised bargaining and variable and incentive pay. Interestingly, also Leonardi, Ambra & Ciarini (2017) urges to identify 'possible new collective-agreement units at an intermediate level between national sectors and firms' such as at the territorial level or along new value chains (p.46). Finally, Paolucci (2017) hints at the relevance of variables other than institutions (e.g., union representation, organisational features), influencing the development of firm-level collective bargaining.

The first group of authors (Perulli, 2013; Bavaro, 2012) argues that uncoordinated forms of collective bargaining, especially in the harsh form of concession bargaining and derogation agreements, undermine the core principles of labour law and its epistemic statute. Notably, pursuant to Bavaro (2012, p. 30), the corporatisation of industrial relations would undermine the very ontology of labour

law, which is based on the assumption that the rule of law and national collective bargaining are not binding.

The second group and the third group of scholars argue that the autonomy of firm-level collective bargaining and the possibility to negotiate deviations from NCLAs and the law can be a response to globalisation and the crisis of Nation state, its sovereignty and hard law. Firm-level collective bargaining can be a channel to increase competitiveness, job opportunities and redistribution of resources. For instance, Pallini (2016) states that 'company-based bargaining can provide a better regulation of employment conditions of the workers than the national one, satisfying the specific organizational and productive demands of the undertaking, and contributing to increasing its productivity, competitiveness and, ultimately, profitability in a more targeted and effective way' (p. 2). Vallebona (2006) argues that 'those who, on the other hand, feel that the costs are no longer sustainable in an economy exposed to global competition, characterised by a suffocating uniformity of discipline even for different situations which would require different regulations, are in favour of regulatory decentralisation' (p. 443).

3.1. Trends in collective bargaining decentralisation

Despite the theoretical debate on decentralisation of collective bargaining, there is no evidence in literature that the coverage of decentralised bargaining increased in the last two decades and neither that decentralisation takes place at the expenses of NCLAs (e.g., Carrieri, Ambra & Ciarini, 2018; Leonardi et al., 2017). Despite this, there is a possibility that the existence of derogating agreements is simply insufficiently known, as their signatory parties, on the union side, are not interested in publicizing them (Leonardi et al., 2017).

In the majority of cases, firm-level collective bargaining is complementary to NCLAs and activation of derogation clauses is still limited (Carrieri et al. 2018; Leonardi et al. 2017; Tomassetti, 2017b; Tomassetti, 2014). These evidences are also confirmed by ADAPT's annual reports (from 2015 to 2020) on collective bargaining in Italy. The Fiat case is an "exception to the rule" (e.g., Carinci, 2013; Tomassetti, 2013; Senatori, 2012; Sciarra, 2011; De Luca Tamajo, 2010).

ADAPT's reports (and particularly those referring to collective bargaining in 2019 and 2020) also shed light on the attempt of NCLAs to promote and orient decentralised collective bargaining, especially via the provision of guidelines and general frameworks for regulating context-specific issues such as variable pay schemes, remote working, continuous training and welfare measures. However, as highlighted in a focus conducted on the chemical and pharmaceutical sector in the VI ADAPT's report (2020), some issues delegated by national social partners to local actors may still be neglected by many firm-level collective agreements, which by contrast are sometimes the frontrunners of innovations, that could be included in the NCLAs only at a later time. This is the case, for instance, of flexible benefits (firstly experimented by companies and later included in the NCLA for the metalworking sector) and remote working practices (firstly introduced in some large and well-structured companies and later regulated also at the national level) (Tiraboschi, 2021, pp. 159-160). A study conducted on the metalworking sector has also recently shown that company-level collective agreements have exercised the powers delegated by the 2016 renewal of the NCLA especially with regard to remote working, welfare and health and safety, while they have not taken enough steps in the fields of worker training, variable pay and job classification (Imberti & Moia, 2020).

The fact that some issues covered by delegation are not necessarily included in the bargaining agenda of local negotiators also emerged from the analysis conducted on the agreements signed between 1998 and 2014 in two chemical-pharmaceutical companies, by Paolucci (2017). A problem of vertical coordination has been moreover highlighted with reference to wage regulation, since a considerable

proportion (17%) of company-level agreements signed between 2012 and 2015 and included in the ADAPT dataset still provide for fixed wage increases, in breach of the rule (established in cross-industry agreements) that wage increases at company level should be linked to productivity and other factors relating to the workers' and/or the firm's economic performance. Although this violation of wage bargaining rules between national and company-level collective agreements is in line with the favourability principle, local negotiations on fixed-rate pay rises could be regarded as a form of uncoordinated decentralization (Tomassetti, 2017a). Similarly, Tiraboschi (2021) writes about 'the presence of two polar levels with a significant degree of autonomy in bargaining dynamics: the sectoral level and the company level without precise relationships of hierarchy and a true coordination between them' (p. 160).

As regards second-level collective bargaining coverage, sectors where firm-level collective bargaining is more widespread are the following: metalworking industry, chemical industry, energy sector, food industry, fashion industry, retail industry (ADAPT reports). However, whether NCLAs' coverage was never esteemed by national and international sources below 80-85%, second-level bargaining coverage is esteemed to involve only around 21% of the firms with more than 10 employees (approximately 13% covered by firm-level agreements and 8% by territorial ones). As said, cross-sectoral differences are remarkable, with higher percentages registered in industrial sectors (up to 38.9% as regards firm-level collective agreements) and lower estimates in the construction (with only 5.4% of employees covered by firm-level agreements but with a territorial collective bargaining coverage of 25.8% of employees) and social services sectors (Leonardi et al., 2017, pp. 19-21). Moreover, recent data reveals a strong correlation between large dimension of firms and the bargaining propensity as well as a considerable territorial polarization, with a higher concentration of firm-level agreements in the North and very lower percentages in the South and the two big islands (ibid.).

It is worth observing that in some sectors there is a trend towards recentralisation of collective bargaining, with group-level agreements in some big companies of the metalworking industry, that have increasingly undertaken competences formerly attributed to single companies and/or production units (Tomassetti, 2017b). Conversely, a trend towards sectoral decentralization or 'corporatization of national collective agreements' (Tiraboschi, 2021, p. 158) is also observable in some industries: new NCLAs regulate new sub-sectors, formerly belonging to NCLAs with a wider scope (i.e., retail industry). In line with this trend, it is worth mentioning that the 2021 renewal of the NCLAs for the food industry was concluded only with some employers' associations traditionally operating in the sector, while other associations, including Federalimentare which coordinates all of them, have not signed the agreement, thus creating a breach in the traditional contractual system. Opposite to this process of fragmentation in traditional broad contractual sectors, there is the one on the so-called pirate contracts, i.e., NCLAs with a huge scope signed by non-representative organisations with the aim to cut wages and other economic costs of employment relationships (Centamore, 2020; Ciucciovino, 2020; Treu, 2020; Tomassetti, 2019a).

Another dimension of collective bargaining, which is the subject being considered by the doctrine, is supply chain bargaining. There is not yet a trend of decentralisation towards this level of negotiation, which is however indicated by some authors as the best way to control the fragmentation of the production process and to protect workers. Bavaro & La Forgia (2015) show that there is still no development of decentralised bargaining in the form of the supply chain or district contract but also that, nevertheless, the social partners at the national level are beginning to envisage, within the framework of some inter-confederal agreements, the possibility of a contractual evolution in that direction. In another paper, Bavaro (2017) begins his analysis with the premise that the 'main economic reason for national bargaining' is to pursue economic growth for the distribution of productivity gains. The progressive corporatisation of industrial relations calls this principle into

question, establishing that the area in which the conditions for a proportional ratio between salary and productivity must be negotiated, is not the national (category) one, but rather the company/territorial one. The author states that decentralised industrial relations seem to show vitality both from the point of view of bargaining and from the point of view of consultation. In fact, there is a need for the territory to become the sphere in which 'the social dimension functional to the economic dimension of the enterprise is regulated' in order to prevent trade unions from losing their claim function.

Another interesting level of collective bargaining discussed in literature and also promoted by social partners, though with few empirical examples, is the site one (generally, hospitals, shopping malls and outlets, airports, amusement parks, etc.), which implies the involvement not only of territorial trade unions and individual employers but also of the owners of the place where single companies, shops, production units operate (Gherardini, 2017; Gasparri, 2015). The potential of site-level collective bargaining would be the opportunity to reach low-skilled and precarious workers, who are often non-unionised, and to govern homogeneously situations of excessive subcontracting, working time flexibility and discontinuous work. However, the main obstacles to site-level bargaining would be the many diverse interests of workers employed in different companies (also subject to different sectoral NCLAs), which are hard to represent, the counterpart (the owner) whose interests may differ from those of workers and employers and who could be only indirectly impacted by workers' collective actions, and the reluctance of traditional trade unions to engage in this new action field (Gherardini, 2017).

Supply chain and site bargaining would represent, pursuant to some documents released by the three main trade union confederations since 2008, one of the many local level dimensions for collective negotiations which are below the national one and alternative to the company level[11]. However, when site or supply chain collective agreements have been signed, they have been intended as in addition to, and not at the expense of, firm-level agreements (Zoppo, 2020). At the local level further options, conceived as alternative to the firm level, would include provincial (e.g., as for the service sector) and regional (e.g., as for the craft sector) collective agreements.

3.2. New contents of collective bargaining at a firm and local level

In the last 5 years, an increasing negotiation of welfare and benefits measures (i.e., in the field of healthcare and supplementary pension schemes, social assistance for workers and relatives in need, education and training for workers and their children, public transports, sports and leisure time, shopping vouchers) in firm-level collective bargaining is observable, as a result of fiscal incentives and cuts to social security contributions linked to decentralised bargaining, according to the Budget Law for 2016 and following years (ADAPT, 2020b; ADAPT, 2019b). Interestingly, as shown in the IV ADAPT report on collective bargaining, there has been a considerable increase in the share of firm-level collective agreements regulating welfare measures from 27% in 2015 to 43% in 2017, while over the same period, the proportion of firm-level collective negotiations on performance-related bonuses (also subject to fiscal incentives) slightly decreased from 64% to 53%, potentially hinting at an enlargement of firms' traditional reward and remuneration strategy towards elements other than wage (Gabrielli & Zaccaro, 2019). However, variable pay schemes linked to productivity and performance objectives remain one of the most negotiated topics in firm-level collective bargaining (ADAPT, 2020a; Fondazione Di Vittorio, 2020; CISL, 2019).

Moreover, from 2016 there has been a significant rise in collective provisions offering individual workers the opportunity to convert their variable bonuses (or a part of these bonuses) into welfare

[11] See e.g., CGIL, CISL and UIL, *Un moderno sistema di relazioni industriali: Per un modello di sviluppo fondato sull'innovazione e la qualità del lavoro*, 14 January 2016.

measures, as envisaged by recent Budget Laws (ADAPT, 2018). Few firm-level collective agreements have also recently introduced the possibility for workers of converting their variable bonuses into free time (ADAPT, 2020). In line with this trend, work-life balance (in the form of working time flexibilities, paid leaves and time off in addition to what established by law, possibility of transforming the employment contract from full-time to part-time, opportunity to work remotely, mechanisms for transferring unused time off between colleagues on solidarity grounds, etc.) emerges as an important topic in a significant number of collective agreements, especially in well-structured and large firms (ADAPT, 2020; Fondazione Di Vittorio, 2020). Main targets of these solutions are workers affected by serious or chronic pathologies and caregivers, as well as mothers returning to work after maternity leave. Additional time off can be also offered to workers for study reasons, in case of weddings or civil unions and other serious familiar events.

Importantly, in times of COVID-19, there has been a wave of negotiation of the so-called *smart-working* (indicating a way of performing work remotely in locations other than the office or factory and without strong time constraints, except for the maximum duration of the working day) as a precautionary measure and implementation of the national tripartite protocol of March 24, 2020 on health and safety measures to contrast the coronavirus widespread in workplaces (Benincasa & Tiraboschi, 2020). This way of performing work, enhancing flexibility and trust in employee-employer relations, has been legally acknowledged by Law No. 81/2017, although firm-level collective agreements and few NCLAs on the topic had already been signed in the previous years (ADAPT, 2021). Indeed, firm-level collective bargaining on digitalisation-related topics and flexible working time had increased in the last few years, as a result of the technological change in workplaces and public incentives to support the implementation of the governmental strategies for Industry 4.0 (Armaroli & Pigni, 2020). Moreover, as datafication and Big Data are permeating traditional work settings, entering all departments, from marketing to production, sales and finance, issues related to workers' data usage and protection are becoming ever more important. However, as reported by Armaroli & Dagnino (2020), the role of collective bargaining in Italy is mainly limited to ensuring workers' protection against potentially excessive surveillance and monitoring by management; conversely, workers' representatives still do not actively bargain over the types of data collected, the actors responsible of their analysis and the fields (e.g., workers' training and career development, health and safety, work organisation, etc.) where data are used.

In the energy sectors and in those with intensive use of fossil fuels, firm-level collective bargaining is sometimes used as a channel to negotiate the Just Transition to a low-carbon economy (Tomassetti, 2020), especially via the introduction of workers' training courses on environmental issues, variable pay schemes linked to objectives of energy efficiency, projects of eco-friendly commuting, continuous improvement groups focused on waste reduction, and so on.

Few experiences of decentralised bargaining at a firm and local level cover also the grey zone between employment and self-employment. In the banking sector, for example, an agreement was signed at Intesa San Paolo to regulate a hybrid form of contract, combining a part-time employment relationship and a part-time self-employment relationship (Marazza, 2017). The text analyses the protocol for the sustainable development of the Intesa San Paolo Group (1 February 2017) in which an innovative method of professional collaboration is introduced and it provides for the simultaneous coexistence of a dual employment relationship between the bank and its employee: one of a part-time subordinate type and a second of an autonomous type for the activity of financial advisor. The author focuses on the legal feasibility of the coexistence of these two independent relationships. In addition, the author underlines that the existence of two coexisting but independent relationships raises the issue of trade union representation. In fact, trade union activity must also represent the interests deriving from the self-employment relationship.

In some municipalities (e.g., Bologna), local collective bargaining between unions, employers and public authorities regulated certain aspects (i.e., salary levels in accordance with minimum rates established by NCLAs with the most representative trade union organisations, health and safety, insurance against accidents at work, labour collective rights) of platform workers and the gig economy (Pacella, 2019; Tassinari & Maccarone, 2018). The first company-level collective agreement between a food delivery platform and trade unions was instead signed in March 2021 by Just Eat Takeaway and Filt-Cgil, Fit-Cisl and Uil Trasporti, representing workers in the transport sector.

In an institutional context without legal rights of co-determination (apart from few exceptions, employers and worker representatives are not legally bound to co-determine over specific issues), worker participation in company decision-making can be regulated and enhanced via collective bargaining (Leonardi & Gottardi, 2019). Notably, an increase in participatory practices has been recently reported both at the national and decentralised level, especially in order to favour labour-management collaboration to better deal with current transformations in the world of work (e.g., digitalization, environmental sustainability, demographic change, globalisation, etc.) (Marino, 2020). Notably, with reference to firm-level collective agreements, main participatory solutions concern the involvement of worker representatives in bilateral committees with managers to jointly analyse and discuss (but not regulate) issues of common interest, such as health and safety, welfare, workers' training, variable pay schemes, work-life balance, etc. (Fondazione Di Vittorio, 2020). These bilateral bodies end up representing a further industrial relations structure at company level, which is different from bargaining tables, not so much in terms of actors involved (i.e., worker representatives and managers) but especially in terms of tasks attributed (i.e., related to information and consultation, the conduction of joint analyses and studies and the development of proposals for actions to be presented to central management) and approaches to labour-management relationships (i.e., emphasizing collaboration, trust and problem-solving attitudes towards certain key challenges requiring in-depth analyses and shared strategies). Most of the agreements regulating these bodies stress that they cannot perform collective bargaining functions (which are to be carried out usually on more confrontational grounds in different moments and on a wider range of topics, incl. distributive ones); however, the study activities which such bilateral bodies perform and their results, can be useful for informing and improving certain collective bargaining outcomes. In fewer cases, rights for information and consultation of worker representatives, introduced in collective agreements, have also regarded companies' strategic choices. Interestingly, following the introduction of fiscal incentives and cuts to social security contributions from 2016, some firm-level agreements have established forms of direct worker participation (in the forms of focus teams, continuous improvement groups, suggestion schemes, etc.) in an effort to boost organisational innovation (Armaroli, 2020). However, their frequency remains quite low (ADAPT, 2020; Fondazione Di Vittorio, 2020; Ponzellini, 2017).

Another promising topic of decentralized collective bargaining is the development and valorization of workers' skills, especially given current transformations in the organization of work towards flatter corporate hierarchies and greater emphasis, at least in certain economic sectors, on workers' responsibility, autonomy and creativity rather than their mere execution of tasks. Whereas workers' training is tackled in more than one quarter of firm-level agreements (ADAPT, 2020a) and this share could be growing given the governmental introduction of the so-called 'New Skills Fund' (*Fondo Nuove Competenze*), which companies can apply to after the signature of an ad hoc collective agreement, for the financing of working hours dedicated to training, Tiraboschi (2021) warns that collective agreements still fail to regulate important support tools for training, such as the analysis of training needs, the certification of workers' competences, the guidance for individual professional growth, etc. Moreover, following the opportunity for decentralized collective bargaining to make experimentations in the field of job classification, as envisaged in some NCLAs, a small number of firm-level collective agreements have been concluded with the aim to close the mismatch between

the job classifications built around abstract occupational profiles and the actual job content requiring a broader analysis of professional roles and organizational behaviors. In certain cases, the evaluation of worker skills, which is functional to the acknowledgement of precise job descriptions, has also led to the collective regulation of skill-based bonuses (Tomassetti, 2019b).

4. Case study No. 1

4.1. Collective bargaining structures and actors in the metalworking sector

If one looks at the history of industrial relations in Italy, the metalworking sector stands at the forefront of both innovation and tradition in collective bargaining evolution on a national and corporate level. Industrial relations' institutions in the metalworking sector contributed to the so-called 'Italian miracle' and to the consolidation of the country's social and economic development after World-War II. The sector was the main arena for unions' struggles in late '60s and early '70s of Italian capitalism, as well as one of the most vulnerable industries to the energy crisis, relocalisation and restructuring processes in 1970-1980. Until mid-90s, the metalworkers' NCLA was the country's most important collective agreement in both quantitative (number of employees covered) and qualitative terms. While most of the key reforms of Italian industrial relations and collective bargaining originated in this industry and expanded to others, industrial relations in the metalworking sector have been less respondent to social and economic changes during the last two decades. Compared to other industries, the process of adaptation of sectoral industrial relations and collective bargaining to mega-trends of change (e.g., new markets, deindustrialisation, international competitive pressures, technological transformation, digital and energy transitions, demographic change, etc.) came with significant delay and conflicts between and within the union front, companies and employers' associations. A topical event in this sense is represented by the opting out of Fiat (now FCA), the largest automobile manufacturer in Italy, from the sectoral employers' association, Federmeccanica, and the main NCLA, followed by the signature, with only five out of the six trade union federations with members in the company, of a new group-level stand-alone agreement in 2011. The Fiat case, motivated by internal problems of collective bargaining governability and competitive pressures calling for a reorganisation of production processes (Tomassetti, 2013), did not spur a generalised shift to a single-employer collective bargaining model. However, the conflicts broken out in the factory mirror a period of divisions which was also experienced at the national level and lasted at least until mid 2010s, with the most representative trade union organisation in the sector, FIOM-CGIL, refusing to sign two renewals of the main NCLA in 2009 and 2012, depicted as detrimental to workers' rights and bowed to employers' demands. Unity of action was restored with the signature of the 2016 renewal, which represented an important compromise between the various parties' positions and an attempt to defend the national level against the pressures towards single-employer bargaining (Pernicka et al., 2021). Moreover, the 2016 agreement introduced some important elements, such as the provision of flexible benefits and the enshrinement of an individual right to training, later laid down also in other NCLAs both within and outside the metalworking sector.

As far as labour representation is concerned, in addition to the above-mentioned Italian Federation of Metalworkers (Federazione Impiegati Operai Metallurgici, FIOM-CGIL), other relevant trade union federations representing both blue-collars and white-collars in the metalworking sector are the Italian Metalworkers' Federation (Federazione Italiana Metalmeccanici, FIM-CISL) and the Union of Italian Metalworkers (Unione Italiana Lavoratori Metalmeccanici, UILM-UIL). Smaller organisations and independent autonomous unions, like UGL Metalmeccanici and FISMIC-CONFSAL, also operate in the sector. By and large, union density in 2018 was esteemed at 27.8%: and the data has been progressively declining over the past ten years (Federmeccanica, 2020). Managers are instead

represented by the trade union organisation Federmanager, which signs a collective agreement applicable to managerial staff in all industrial sectors, with the employers' confederation Confindustria.

Fragmentation characterises the employers' representation as well, with the largest and most influential association, Federmeccanica (affiliated to Confindustria), followed by Unionmeccanica (affiliated to the confederation Confapi), representing small and medium enterprises (Leonardi et al., 2017). In 2013, a new employers' confederation, Confimi Industria, was founded by local and sectoral employers' associations from Confapi and Confindustria: its metalworking branch is called Confimi Impresa Meccanica (Armaroli & Spattini, 2018). In addition, cooperatives and craft industry have their own sectoral federations. Overall, employers' density in the sector is estimated at around 50% (Leonardi et al., 2017).

Given the presence of various employers' associations and the FCA's exit from Federmeccanica and application of its own first-level collective agreement, this sector is now covered by six different collective agreements in addition to that of Federmeccanica and Assistal (the employers' association affiliated to Confindustria and representing companies in the field of plant planning, supply and application, energy efficiency services and facility management), whose latest renewal was in 2021: NCLA Confimi Impresa Meccanica, FIM-CISL, UILM-UIL (latest renewal in 2021); NCLA Unionmeccanica, FIM-CISL, FIOM-CGIL, UILM-UIL (latest renewal in 2021); NCLA metalworking cooperatives (ANCPL Legacoop, Federlavoro e Servizi, Confcooperative, AGCI Produzione e Servizi), FIM-CISL, FIOM-CGIL, UILM-UIL (latest renewal in 2021); NCLA craft industry, FIM-CISL, FIOM-CGIL, UILM-UIL (latest renewal in 2021); FCA collective agreement, FIM-CISL, UILM-UIL, UGL Metalmeccanici, FISMIC, Quadri e Capi Fiat (latest renewal in 2019). In addition to these, there are further 33 NCLAs signed by trade union organizations other than those affiliated to CGIL, CISL and UIL (CNEL, 2020). As argued by a national trade unionist participating in our workshop, the application of such alternative agreements, largely describable as 'pirated contracts', is an issue of increasing concern especially in the field of plant planning, supply and application, which is characterised by the frequent resort to outsourcing practices.

As regards the main national collective agreement in the sector, signed by Federmeccanica and Assistal on the one hand, and FIOM-CGIL, FIM-CISL and UILM-UIL on the other, it covers more than 57,000 enterprises and 1.45 million workers (Schiavo, 2019) in the fields of metal and steel processing, metalworking activities and those related to them, plant planning, supply, application, energy efficiency services and facility management. The two-tier bargaining system envisioned by the NCLA follows a functional articulation. Accordingly, the NCLA has the task to establish common economic and normative treatments for all workers in the sector, while 'company-level collective bargaining is oriented to the improvement of company competitiveness and working conditions' (Paragraph 1 of the Introduction of the NCLA). Moreover, it is provided that company-level collective bargaining will deal with 'matters delegated by the national collective agreement or by the law' in line with the criteria and modalities indicated therein (Paragraph 4 of the Introduction of the NCLA). Among the matters that the NCLA expressly delegates to company-level collective bargaining, we can detect: the performance-related pay, welfare measures, health and safety (in relation to, for example, the planning of training initiatives and measures for worker active involvement), working time and work organisation (with regard to, for example, the establishment of flexible working time arrangements on multi-weekly basis or on-call duty regulations other than those fixed in the NCLAs), employment contracts (e.g., with reference to the identification of workers employed for seasonal activities and therefore excluded from the time limits for fixed-term contracts), experimentations as regards job classification adjustments and direct worker participation, worker training (e.g., in relation to the establishment of a targeted joint labour-management commission in companies with more than 1000 employees and the planning of training activities), equal

opportunities (e.g., in relation to the establishment of a targeted joint labour management commission in companies with more than 1000 employees), strategic worker participation (e.g., with reference to the establishment of a joint labour-management commission where worker representatives are informed and consulted on strategic issues in companies with more than 1000 employees) and trade union rights (e.g., with reference to leaves for worker representatives in order to fulfil their duties). While some of these matters are already regulated by the NCLA (e.g., working time), company-level collective bargaining is entitled to specify and adapt national standards according to firms' specificities. The regulation of other subjects, instead, is completely demanded to company-level collective bargaining (e.g., performance-related pay).

Sectoral social partners therefore outline and promote a model of organised decentralisation, recognising, however, considerable room for autonomy in the company-level collective bargaining. Article 5, Section III of the NCLA, entitled Agreed modifications to the NCLA, provides for a derogation clause stating that 'in order to promote economic and employment development by creating useful conditions and new investments or to launch new initiatives, or in order to contain the economic and employment effects arising from situations of company crisis, specific modifications, even experimentally or temporarily, can be made to one or more elements governed by the NCLA'. However, such agreements, that need to be defined at the company level with RSU and the local structures of the signatory parties of the NCLA, cannot relate to wage-tariff minimums, seniority pay and the economic element of guarantee, as well as individual rights deriving from legally binding regulations. Moreover, in order to be valid, they must be transmitted to the NCLA parties for the monitoring of all derogatory agreements concluded.

As far as the subjective dimension of vertical coordination is concerned, the Introduction to the NCLA provides that the entitlement to bargaining at company level is regulated by cross-industry collective agreements in force. The cross-industry collective agreement of January 2014 signed by Confindustria and CGIL, CISL and UIL provides that company-level collective agreements are valid and enforceable as long as they are approved by the majority of members of the RSU or, in companies with the RSA model, by the most representative RSAs and the majority of workers. However, according to Article 4, Section III of the NCLA, the requests for the renewal of company-level collective agreements must be presented jointly by workers' representatives and trade unionists to the management.

With reference to the development of decentralised collective bargaining, despite the lack of official information, the metalworking sector would boast a higher incidence of company-level agreements than other economic sectors, mainly thanks to the higher number of large enterprises (Leonardi et al., 2017). This is proved by the fact that company-level collective agreements covering the metalworking sector are usually among the most analysed ones in ADAPT (e.g., 2020a), CISL (2019) and Fondazione Di Vittorio (2020) reports. Pursuant to a study conducted by Federmeccanica (2018), company-level collective bargaining establishing a variable pay scheme regards 45% of all 1286 companies analysed (corresponding to 80% of the workers): the shares increase with the growth of company size, from 20% of companies with less than 51 employees to 100% of companies with more than 2,000 employees. Social partners' willingness to promote company-level collective bargaining, which is charged with the task to pursue productivity and innovation results as well as to allow employers to benefit from the concessions and incentives offered by law (see this report at p. 8), is also clearly expressed in the text of the above-mentioned NCLA. In the area of Bergamo, Human Resources (HR) managers of our case study company do observe a trend to decentralisation, though not so much for the pressure exerted by national social partners, but following fiscal incentives and cuts to social security contributions linked to the negotiation of variable pay and their conversion in welfare measures. By contrast, two local trade unionists from FIM-CISL and FIOM-CGIL revealed us a scant growth of decentralised collective bargaining, which remains limited to large companies

in the area. In their opinion, this is due to economic difficulties impacting on the industry and especially on automotive sector, even prior to the outbreak of COVID-19 pandemic. As a result, a trade unionist states:

> 'we receive more cancellations of agreements than proposals to initiate new bargaining tables'. (FIOM-CGIL representative)

The extension of decentralised collective bargaining is considered as a priority by FIM-CISL. In general, both the trade unions interviewed confirm the relevance of a two-tier collective bargaining structure, whereby the two levels (national and company) play – or should play – equally essential roles. However, due to the scant development of decentralised collective bargaining, it is the NCLA which is still regarded as fundamental in practice, since it reaches, with its rules and rights for workers, also companies without a second-level collective agreement. In this context, it is worth mentioning the progressive introduction at the national level of working time flexibilities which can be enforced unilaterally in companies, with no need of collective negotiations. Moreover, in the view of one trade union representative interviewed, the overarching protection of the NCLA could be made more flexible according to the very different sub-sectors covered (steel, ICT, etc.) and their particular needs: though already existing for steel and automotive companies, sub-sectoral specific provisions should be strengthened and expanded to bring the NCLA closer to the contexts where it is applied. By contrast, as we will see in the next paragraphs, representatives of companies with a long tradition of decentralised collective bargaining, may consider themselves as capable to bargain with worker representatives over a wide range of topics, thus establishing at firm level most employment terms and conditions with no need of the NCLA, except for few highly confrontational topics.

4.2. Collective bargaining at TenarisDalmine

TenarisDalmine, our case study company applying the NCLA signed by Federmeccanica and Assistal, stands out for its longstanding industrial relations tradition. Its first comprehensive collective agreement was signed in 1989 (after more than 80 years from the foundation of the company in 1906), when it was called Dalmine S.p.A. and controlled by Ilva S.p.A., which in turn was participated by the state. Although the first collective agreements at the company date back to '70s, the 1989 collective negotiation left a relevant imprint, as regards the issues tackled (e.g. work organisation, workers' professionalism) and the approaches pursued (e.g., labour-management shared planning and discussion), which can be detected also in more recent agreements (Rosafalco, 2021). Today, TenarisDalmine is the steel pipe operations of the multinational group Tenaris in Italy, and top producer of seamless steel tubes for the energy, automotive and mechanical industries. It boasts an annual production capacity of 950,000 tons of finished products; it is articulated in 5 plants (Dalmine, Arcore, Costa Volpino, Sabbio Bergamasco and Piombino) with approximately 2,100 employees; it has a steel shop and a 120 MW self-production power plant certified ISO EN 1400. Approximately 1,600 workers are employed at Dalmine site, which is located in the area of Bergamo in the region of Lombardia (Northern Italy). The other sites employ around 100/150 workers each and they are all based in Lombardia, with the exception of the Piombino site, located in Tuscany (Central Italy). The vast majority of employees have an open-ended contract.

So described, TenarisDalmine has a 'steel soul' (Rosafalco, 2021, p. 779) and the peculiarities of this material (which is difficult to handle and processed as well as fundamental for the development of diverse economic sectors) do exert an influence on the dynamics and contents of sectoral collective bargaining both on national and corporate level: firstly, steelworkers' key position in the economic system has historically increased the structural power (Silver, 2003) of sectoral trade unions, which put forth important grievances in the past, whereas today their demands appear to be quite softened by the crucial challenges globally faced by the industry (e.g., growing international competition,

production overcapacity, economic and financial uncertainties, etc.); secondly, steel is a heavy product whose processing usually occur under delicate conditions of constant heat which raise social partners' attention to safety and work organisation issues, which are indeed relevant bargaining topics at TenarisDalmine, as we will see in the following lines. Moreover, specific regulations for working time and job tasks in the steel sector are laid down also in the main NCLA for the metalworking industry.

4.2.1. Delegates, 'detached' delegates and trade unionists: a hierarchy of labour representatives and their dialectical relationships with management and workers

As revealed by a local trade unionist, more than 50% of the workers at TenarisDalmine are members of a trade union. White-collars are scantly organised though. All the main sectoral trade union federations are represented in the company: FIOM-CGIL is the most relevant one at Dalmine site (with approximately 40% of the workers affiliated and 15 members elected at the RSU), followed by FIM-CISL (with 11 members elected at the RSU) and UILM-UIL (with 3 members elected at the RSU). Overall, the RSU at TenarisDalmine is composed of around 50 people, 29 of them based at Dalmine site. In addition to the local branches of the three major trade union federations, a number of autonomous unions organise a small proportion of workers at Dalmine site. Though participating in meetings with workers and distributing leaflets in the factory, these rank-and-file unions (called with the acronyms COBAS and CUB) do not take part in negotiations with the company and, also in line with latest cross-industry agreements, are not represented in the RSU[12].

Relationships between FIOM-CGIL, FIM-CISL and UILM-UIL are considered as competitive, although, as affirmed by a FIM-CISL trade unionist, they have improved since unitary agreements have been signed at the national level.

> 'Now there is no such confrontation as it was five years ago: the unitary signature of collective agreements at the national level has contributed to the improvement of relationships in the company'. (FIM-CISL representative)

The reference is to the fact that, as mentioned above, the 2009 and 2012 renewals of the NCLA (the so-called 'separate agreements') were not signed by FIOM-CGIL, which instead returned to being among the signatory parties of the NCLA in 2016 and 2021. A company representative confirms the impression of trade unions:

> 'Separate agreements engendered divisions also within the RSU'. (Tenaris Dalmine HR manager)

By contrast, today joint discussions between the three major trade unions and the company do occur. Divergencies between RSU members can arise sometimes, but pursuant to one of them, they depend on the person and are not directly linked with the affiliation to a certain trade union.

> 'There are colleagues in some areas with whom we get along (…) and others with whom we can't find a common point'. (RSU member).

[12] Consider that according to the latest cross-industry collective agreements between CGIL, CISL, UIL and Confindustria (which TenarisDalmine is affiliated to), RSUs can be established in productive units with more than 15 employees, only at the initiative of: the trade unions affiliated to the confederations which have signed the above-mentioned agreements or the trade unions which have signed the NCLA applied to the workplace; the trade unions expressly adhering to the cross-industry agreements signed by CGIL, CISL and UIL, and presenting a list of candidates with the signatures of at least 5% of the workers in units with more than 60 employees (or three workers in companies with 16 to 59 companies).

In this regard, according to FIM-CISL, a critical element is represented by the heterogenous composition of the RSU members affiliated to FIOM-CGIL and notably, by the presence of few representatives from the radical fringe of CGIL *#Riconquistiamotutto!* (formerly, *Il sindacato è un'altra cosa – opposizione Cgil*), which supports the restoration of 'a class-oriented and confrontational trade unionism (…) against the unity with CISL and UIL at any price' (www.sindacatounaltracosa.org).

> 'These *[FIOM-CGIL members]* are a minority but sometimes they mess everything up in union meetings especially in the steel shop, which is a world of its own and we are not very representative there'. (FIM-CISL representative)

The autonomy boasted by single areas or departments (e.g. steel shop, smelter, services, etc.) at Dalmine site (also 'called factories here', as stated by a local trade unionist) is reflected not only in the organisation and dynamics of workplace labour representation (elections of members are held at each area, considered as a single constituency) but also in the articulation of collective bargaining. Indeed, collective bargaining is conducted at company level where a general framework is established for all sites and areas, as well as in single sites (as for Arcore, Costa Volpino, Sabbio Bergamasco and Piombino) and areas (as for Dalmine), where specific provisions, especially in the field of work organisation, are set forth. Local trade unionists are committed to company-level collective bargaining, while RSU members autonomously participate in daily discussions with the company and negotiations in single areas. The former, indeed, have a political role and bargain over macro-topics at the company level, whereas the latter act on more technical issues which trade unionists usually do not know in detail.

However, relationships between the two actors are close: they talk and coordinate with each other every day, as claimed by a worker representative; in addition, local trade unionists can intervene to support their 'delegates' (as RSU members are also called by industrial relations practitioners in Italy) in area-specific discussions in case of conflicts with management, and the 'detached delegate' *[delegato staccato]* (literally, the most representative delegate for each trade union, who is 'detached from' the work in the factory and entitled by TenarisDalmine collective bargaining to exclusively deal with the workforce representation, though being normally paid by the employer[13]) and his/her lieutenant can participate with local trade unionists in restricted meetings (not open to all worker representatives) with the company. Notably, a sort of hierarchy can be detected in the relationships between these actors, as the 'detached delegate' and his/her lieutenant directly interact with local trade unionists, while individual RSU members report to 'detached delegates' who supervise their work and collective bargaining in single areas. Relationships between local trade unionists and their delegates (which are numerous) can be conflictual sometimes, although, as affirmed by a FIOM-CGIL representative:

> 'we try to build a shared path and when this is not possible and there is no unanimity, we use the majority principle to vote an agreement'. (FIOM-CGIL representative)

Despite the attempt to reach internal agreements (between the union and its RSU members) on the actions to carry out, the autonomy of single worker representatives is claimed by both the trade

[13] As explained by a FIM-CISL trade unionist, this role has been historically introduced by collective bargaining at TenarisDalmine. Its presence is not particularly widespread in Italy, as it is linked to the willingness of local parties and often representing the legacy of past collective agreements especially in former very large companies. As for Dalmine site, each representative trade union (FIOM-CGIL, FIM-CISL and UILM-UIL) has a 'detached delegate' and a lieutenant, fully paid by the company to perform labour representative functions. There are not 'detached delegates' in the other sites of TenarisDalmine, given their smaller size.

unionists interviewed, especially on account of the specific knowledge that RSU members have on productive and organisational processes in single areas.

As for the company side, the professional figures dealing with collective bargaining are the representatives of the Industrial Relations function within the HR department. Their interactions with worker representatives are very frequent: meetings are planned almost on a daily basis, while area-specific agreements are signed approximately every month[14]. Relationships are appraised positively by both trade unionists, worker representatives and the HR managers interviewed.

> 'The counterparty plays the counterparty (…). Obviously, we do not agree on everything and we have open discussions for which we fight a bit, but considering their role, they *[company representatives]* seem to be collaborative'. (FIOM-CGIL representative)

However, according to a FIOM-CGIL trade unionist, in single areas delegates can find more hostile behaviours, since internal dynamics do have an impact. A RSU member indeed claims:

> 'When crises are on the horizon, the company blocks every discussion (…) but in most cases, there is dialogue and issues are solved'.

Interestingly, according to TenarisDalmine representatives, industrial relations become more formal when conflicts arise, while informality is used when relations are more relaxed.

> 'The informal channel can be very useful to prevent fixable conflicts, possibly generated by some misunderstanding'. (TenarisDalmine HR manager)

Finally, workers (or at least blue-collars) participate in union activities and collective bargaining processes, by: attending internal meetings on these issues organised by the RSU; directly interacting with individual delegates and militants (whose importance was stressed by a FIM-CISL trade unionist); and voting proposals of company-level and area-specific agreements. Only after the approval by the majority of workers, collective agreements are binding at TenarisDalmine, although workers' vote is not required by procedural rules established in cross-industry agreements. The FIOM-CGIL trade unionist interviewed is not aware of company-level collective agreements not approved by workers, while in single areas, there have been agreements which failed to pass the workers' vote and the negotiations had to start again. Importantly, a RSU member observes that it is ever more difficult over the years to involve workers, who are less and less interested in giving suggestions to RSU members for the draft of the union platform at the beginning of collective negotiations, and they are still largely against variable performance-related bonuses negotiated with the company, as they would prefer fixed wage increases, regardless of company results.

> 'Everyone would like to have fixed increases, but you have to understand also the demands of the counterparty when you bargain'. (RSU member)

4.2.2. Contents, enforceability and coordination issues within a two-tier company collective bargaining structure

Decentralised bargaining at TenarisDalmine is praised by both the parties involved in collective negotiations. Company representatives also confirm the importance of the NCLA.

[14] Conversely, company-level collective agreements are generally renewed every three years and the industrial plan is discussed and agreed every five or six years: the last industrial plan was signed by the company and trade unions in November 2020.

> ‘At the moment, we cannot do without it *[the NCLA]*, especially because there are matters which can be genuinely discussed at a higher level than the company where, by contrast, stalemates and risks of losing consensus from workers could arise’. (TenarisDalmine HR manager)

The reference is mainly to disciplinary procedures and individual employment contracts as well as the role of representatives for employee health and safety. At the same time, though, company representatives firmly claim that an enterprise like TenarisDalmine could be self-sufficient as regards working time, wages and competences, and that second-level collective bargaining allows to retrieve that flexibility which is in danger of disappearing in stable employment contracts, which however are necessary to build long-lasting competences required in cyclical markets. Conversely, according to a FIOM-CGIL trade unionist, the idea underlying decentralised collective bargaining is that the NCLA is sacred and inviolable and that it can be adapted to single workplaces, but its standards cannot be worsened.

> ‘At least, this is the approach, but when it comes to practice it is always more complicated, depending on the power *[measured by the number of delegates and unionised workers]* of trade unions in workplaces’. (FIOM-CGIL representative)

This intention is shared also by the RSU member interviewed, according to whom national collective bargaining is taken to reference for initiating company-level negotiations aimed at making improvements. The FIM-CISL trade unionist speaks about company-level agreements which are ‘supplementary’ to the NCLA, as they introduce additional provisions and solutions. In this sense, the trade unionist also specifies that in supplementing the NCLA, the TenarisDalmine collective agreement has somehow jumped the gun, especially with reference to ‘smart-working’ and the economic valorisation of workers’ skills in addition to what established by the sectoral job classification scheme: these issues have been included in the company agreement for a long time and only recently, tackled in the NCLA.

As a result, collective bargaining at TenarisDalmine has progressively developed (also thanks to conflicts and strikes, as recalled by a FIOM-CGIL trade unionist) and it has been enriched, year after year, by new issues. Among those tackled in latest renewals, our interviewees mention: the industrial relations system, dating back to before the signature of the first company-level collective agreement in 1989 and progressively expanded, so as to encompass today joint labour-management commissions for deepening and making proposals on several topics[15], information rights from the highest levels (during meetings between the managing director and local trade unions) to the lowest ones (during meetings in single areas with worker representatives as well as in the annual speech of the CEO in front of the workforce), and a number of paid hours (8,500 in 2021) allowing all RSU members to perform their functions as labour representatives; working time and its flexible solutions (including work shifts that can be changed in a timely manner and whose flexibility is offset by economic bonuses and reductions in working hours, individual working time accounts to report extra hours then compensated, within the limit of 136 hours in two years[16], by periods of less work, and ‘smart-working’ which was introduced in the company before its legal recognition in Law No. 81/2017) which are increasingly required by the cyclical nature of the market; and variable pay linked to productivity and quality objectives (as envisaged already in the first company-level collective

[15] There are several joint labour-management commissions at TenarisDalmine, each one dealing with a specific topic: subcontracting, performance-related pay, worker training, environment and safety, welfare and remote working, canteen and services, work organization and expressed professionalism, diversity (TenarisDalmine collective agreement of 1st January 2019).

[16] The TenarisDalmine collective agreement expands the limit of 120 hours fixed in the NCLA, by compensating this solution with economic bonuses and a reduction of working hours, which are greater than those envisaged in the NCLA.

agreement) as well as to health and safety and environmental sustainability goals (as introduced in most recent agreements). As highlighted by company representatives, a further variable bonus (the so-called 'Professionalism pay') included in the agreement, aims at encouraging virtuous working conducts, and it is thus related to workers' show of versatility, autonomous decision-making, relational skills and other key abilities and competences. Relational and team-working skills should also characterise the professional role of the so-called 'senior managing leader' which was introduced via collective bargaining in 2015 but is still not played by anyone in the company, despite trade union pressures on management. The ineffectiveness of this role constitutes an important failure of TenarisDalmine collective bargaining according to a RSU, who attributes the problem to the fact that the 'senior managing leader', though remaining a blue-collar, should perform more complex tasks than those attributed to managers and should receive a wage just slightly higher that that of a 'junior managing leader'.

When tackling all these matters, the company-level collective agreement, which is usually renewed every three years, acts as 'a framework' (word used by a FIM-CISL trade unionist) whose general provisions, especially in the field of work organisation, are more specifically developed and adapted in single areas. As referred by a RSU member, collective bargaining in the areas typically concerns the company need for restructurings, sometimes entailing the risk of redundancies, and the attempt of the RSU to focus on updating worker skills to make them in line with reorganisations, thus contrasting professional obsolescence and job losses. As regards the contents of area-specific agreements, a FIM-CISL trade unionist states:

> 'They are similar but not the same and they depend on the power of individual RSU members in different areas'.

Therefore, at the steel shop there is an additional economic bonus, whereas at the rolling mill the pay linked to productivity and the quality of work is integrated by a further economic element. As observed by a HR manager, power relations in the areas are also mediated by structural and market conditions. For instance, the different economic treatment still applied at the steel plant is the result of a very delicate phase experienced by the company in 1996, when it went from being controlled by the state to being privatised and it was particularly necessary to increase steel production and export to handle the competition.

Referring to the relationships between area-specific pressures and coordination needs, a HR manager points out to the continuous and often successful efforts made by company and trade union representatives as well as 'detached delegates' at TenarisDalmine to strike a balance between a logic of subsidiarity, deliberately pursued to favour context-specific problems' identification and resolution, and the needs for balancing and mediations, which must be fulfilled to reach company-level comprehensive agreements.

The fact that the company is available to bargain on a wide range of topics is particularly appreciated by worker representatives. Looking at what happens outside, a FIOM-CGIL trade unionist affirms:

> 'I wished that in all companies there was the same level of quality of collective bargaining as one can find in TenarisDalmine'.

More specifically, trade unions value the path to wealth redistribution via variable and q1 pay (because even in the variable bonus, there is a share of pay which is given regardless of the results achieved, as stated by a FIOM-CGIL trade unionist), and the opportunity to discuss on work organisation and worker professionalism (that are two areas which are not easy to bargain over, as revealed by a FIM-CISL trade unionist). Conversely, and despite their longstanding history, industrial

relations provisions, and especially those referring to the role of joint labour-management commissions, are criticised by FIM-CISL representatives for their scant enforceability. Indeed, a RSU member states:

> 'The company tends to convene only those commissions which are relevant for it and when it needs them. Instead, as regards those commissions which the company considers as more marginal, unless we are the first to demand their convening urgently, they are not used'.

A FIM-CISL trade unionist specifies that the commissions on subcontracting and diversity are among the worst performing ones. With reference to the commission on work organisation, moreover, its scant functioning can be attributed also to its design as envisaged in collective agreements: accordingly, the commission intervenes only in case of organisational changes entailing more than one area, but since these changes are usually area-specific, it happens more frequently that it is the RSU to act on these issues rather than the commission. Overall, the trade unionist observes that, unlike what happens in other companies, the discussion at TenarisDalmine is monopolised by the technical and political role of the RSU and that the company tends to empty the commissions of their content and not even the trade union is particularly interested in them. These observations shed light on the relevance of the logic of subsidiarity in the actual governance of corporate industrial relations, which has gradually shifted regular discussions from bilateral commissions at central level to specific interested areas (Rosafalco, 2021), despite what formally enshrined in collective agreements. A further critical point raised by a RSU member is represented by certain disparities between the contents of collective agreements across different areas at Dalmine site. Indeed, although the variable pay scheme leads to economic outputs which are similar within the whole site, there is the perception among some trade unionists and delegates that over the years, partly due to the atypical character of the area, priority has been given to collective bargaining at the steel shop, leading to wage increases which were slightly higher than in other areas and different working time regimes. A FIM-CISL trade unionist reports that a certain working time arrangement (allowing the company to expand or reduce the weekly working time from 32 to 48 hours, within the limit of 136 hours of flexibility in two years, provided that the average time on a multi-weekly basis remains at 40 hours), established in the collective agreement, was not easily accepted and applied at the steel shop.

These issues are associated not only with the autonomy of single areas, which has already been described, but also with collective bargaining enforceability (see this report at p. 7). In this regard, company representatives acknowledge that the rules of the company-level collective agreement are tested every day and that it is not possible to consider the agreement as valid forever. Trade unionists also report that there are some problems related to the interpretation of collective provisions, especially when they derive from past and outdated agreements which are not known by social partners today and have been replaced over time by alternative practices. A FIOM-CGIL trade unionist confesses:

> 'Sometimes we do not respect the agreement either, for instance, when there is no will to discuss a certain issue with the company, albeit a contractual obligation on this. Obviously, these episodes are cyclical and depend on other possible issues at stake at a given moment, since the clash is holistic'.

4.2.3. Future developments and the possible role for collective bargaining

For what concerns possible developments of collective bargaining at TenarisDalmine, according to our interviewees, the main driver of change is energy transition, since it has an impact on both the target market and the sustainability of production in the company. As for the first issue, it ultimately came out in November 2020 during labour-management discussions on the industrial plan for the

next five-year period, particularly because structural redundancies were announced by the company, due to the decline in global demand for oil and gas. In that occasion, as stated by a FIOM-CGIL trade unionist, trade unions asked the company to reflect upon a possible conversion path and TenarisDalmine, nowadays essentially manufacturing tubes to extract oil, replied that it is studying alternative markets: in this sense, a possible growing business was identified in the production of hydrogen tanks, although it is still marginal today. As for the second issue, the company currently uses methane and it is also equipped with a thermoelectric power station, which could be converted in the future into a hydrogen plant. Further drivers of change in the company, as mentioned by the interviewees, are: internal (between different Tenaris sites in Europe and in the world) and external competition; and technological innovation and notably the analysis of data, although the core of TenarisDalmine production are areas like the rolling mill and the foundry, where the human contribution remains important, as stated a local trade unionist.

Collective bargaining issues which negotiating parties are working for, seem to be only partly in line with this scenario. Indeed, in addition to worker skills development, whose relevance is stressed by a RSU member especially to better deal with the continuous technological evolution of machineries, bread-and-butter issues, concerning wage, safety and stable employment, are still the priority. Interestingly, doubts on the future of collective bargaining in the company are raised by a FIOM-CGIL representative wondering where company-level collective bargaining could head to, especially in a context characterised by increasing price volatility, preventing companies from making long-term investments, and growing international competition, pushing companies to consider wages and labour conditions as costs. Similarly, also in the light of the TenarisDalmine collective agreement considered as already rich in content, the FIM-CISL trade unionist observes that there is not much room left for new issues to bargain on and that, therefore, it could be possible just to improve some topics already cited, such as the variable pay, welfare and remote working. Finally, company representatives would like to make simpler and clearer collective regulation in order to ease the dialogue with the counterparty and the application of the agreements.

5. Case study No. 2

5.1. Collective bargaining structures and actors in the electricity sector

5.1.1. The historical evolution of national collective bargaining in the sector

The evolution of collective bargaining in the electricity sector is profoundly influenced by the structural and institutional changes engendered by several national and European regulations of the electricity market occurred throughout the twentieth century. The first national collective agreement for workers of electrical companies (both public and private ones) was signed in 1946 by Feniel, the National Federation of Electrical Companies belonging to Confindustria, and FIDAE-CGIL, the then sectoral federation of CGIL representing workers in the electricity industry. The following collective agreements up to 1961 were also signed, on the union side, by the sectoral federations of CISL (FLAEI-CISL) and CISAL (FAILE-CISAL) and separately, by CISNAL (*Sindacato nazionale lavoratori elettrici* CISNAL). The 1958 renewal saw the participation also of UILSP-UIL along with the sectoral federations of CGIL, CISL and CISAL. ASIECO, representing Italian electro-commercial companies, joined the employer front from the 1953 sectoral agreement. However, with the creation, via legislative act in 1962, of Enel as the sole national producer and provider of electricity, the plurality of sectoral operators was significantly reduced and the multi-employer bargaining model left room for collective negotiations with one single ‘company-sector’ (Accornero & Treu, 2009, p.

8)[17], used as a benchmark for the NCLAs covering the small proportion of remaining competitors, i.e. self-producers, small private companies and municipal companies. The latter were signed respectively by Federelettrica adhering to CISPEL (as for the NCLA for municipal companies) and Assoelettrica adhering to Confindustria (as for the NCLA for self-producers and private companies). Although it is not possible to speak about different independent industrial relations' models, given the influence of Enel's monopoly in the sector, the three electricity 'branches' displayed their own specificities. While industrial relations in self-producers and private companies were characterised by the largely unilateral governance exercised by management, and political administrations tended to govern industrial relations in municipal companies; conversely, Enel's representative trade union organisations and a central management boasting a certain degree of autonomy from political power, gave rise to quite participatory labour relations' structures and procedures (Pirro, 2009).

In 1987, Enel covered 84% of the overall Italian electricity demand, whereas self-producers and municipal companies respectively supplied 11.9% and 3.6%: the remaining 0.5% was produced by private companies (ibid.). From the early 1990s, relevant changes started to occur in the corporate structure of the companies operating in the electricity supply chain. From a public body, Enel turned into a public joint stock company in 1992 and municipal companies progressively engaged in a process of de-bureaucratization and corporatization which would have led them to acquire Enel shares. These would have been sold by the company on the stock market since 1999. In that year, indeed, Legislative Decree No. 79/1999 (so-called 'Decreto Bersani') was approved to transpose in Italy the Directive 96/92/EC which paved the way to the liberalisation of the internal market in the electricity sector. Subsequently, the number and competences of competitors in the sector gradually increased to such an extent that in 2005 private operators produced more than 54% of the whole electricity in Italy (Russo, 2009). These profound sectoral transformations inevitably impacted on the industrial relations landscape: from one company collective agreement (that of Enel) used as a benchmark for the other (narrower) NCLAs in the sector, to a new national collective labour agreement covering all workers employed in the electricity industry, firstly signed in 2001 and renewed, most recently, in 2019 (with an update added in 2021).

Despite the debate on 'de-Enelisation' or 'Enelisation' of sectoral industrial relations, the NCLA reached in 2001 has been described as a compromise between the two perspectives (Russo, 2009). While this NCLA allowed company-level industrial relations protocols in force to integrate or modify the common standards set at sectoral level, the reference to 'high-profile' labour relations in the Introduction to the contractual text unveiled the influence of the values and objectives of the previous Enel collective agreements. Accordingly, 'high-profile' relations were conceived as consenting trade union organisations to ensure 'harmonious protection for workers, as well as to play a role in the implementation of company strategies' (1996 Protocol on the industrial relations system in Enel).

Between the post-WWII sectoral collective agreements and the present-day NCLA for the electricity industry, also signatory partners underwent significant changes. As regards the trade union organisations, only FLAEI-CISL, given its strong sectoral inclination, still exists today. FIDAE-CGIL merged with the sectoral federations of workers employed in the gas and water sector, forming in 1977 FNLE-CGIL (National Federation of Energy Workers), which in turn merged with the sectoral federations of workers employed in the chemical, energy and textile sector, creating FILCTEM-CGIL in 2010. UILSP-UIL merged with the sectoral federation representing workers in the energy and certain manufacturing sector (rubber, plastic, tanning, etc.), forming UILCEM-UIL in 1999, which in turn merged with the sectoral federation of workers in the textile and apparel industry, creating UILTEC-UIL in 2013. As for FAILE-CISAL and the sectoral federation of CISNAL, the former became CISAL Federenergia thus also including also workers in the gas and water industries,

[17] The first Enel agreement was concluded in 1963 with FIDAE-CGIL, FLAEI-CISL and UILSP-UIL.

and the latter was incorporated in the union confederation UGL in 1996. Today, FLAEI-CISL, FILCTEM-CGIL and UILTEC-UIL sign together the NCLA for the workers employed in the electricity sector. By contrast, both CISAL Federenergia and UGL Chimici (covering also energy sectors) sign separate agreements with the sole employers' associations. However, these agreements are identical to the one signed by the sectoral federations of CGIL, CISL and UIL and no other NCLA covering the sector has been mapped by the National Council for Economics and Labour (*Consiglio Nazionale dell'Economia e del Lavoro*, CNEL) in its annual reports (CNEL, 2020). Therefore, it is possible to claim that, unlike what occurs in most of other economic sectors in Italy, there is one NCLA covering the electricity industry, to which is added the NCLA signed by Federmanager and Confindustria and applicable to the managerial staff in all industrial sectors. As we will better explain later, the electricity industry has been spared by collective bargaining fragmentation particularly thanks to the historical presence of public companies and the very high employer organisation density, which still characterises the sector.

As far as the employers' side is concerned, indeed, the NCLA for the electricity industry is today signed by: Elettricità Futura, adhering to Confindustria and founded in 2017 following the merger between Assoelettrica and assoRinnovabili (born in 1987 with the acronym APER to represent producers of electricity from renewable resources); Utilitalia, adhering to Confservizi and founded in 2015 after the merger between Federutility (former Federelettrica) and Federambiente; Energia Libera, founded in 2012 with the name Energia Concorrente to gather big producers and sellers of electricity and to promote free competition in the industry; and four joint stock companies, Enel, GSE (established in 1999 by Legislative Decree No. 79/1999 to manage the national energy transmission network and today dealing with the production of electricity from renewable sources), SOGIN (established in 1999 by Legislative Decree No. 79/1999 with the task of nuclear decommissioning as well as the management and disposal of radioactive waste produced by industrial, research and medical processes) and Terna (founded within Enel in 1999 to handle Enel plants within the national energy transmission network). The variety of bodies signing, on the employers' side, the NCLA for the electricity industry is the result of above-mentioned reorganisation processes within Enel and the whole sector. However, it has been argued that, due to normative changes and the subsequent organisational adaptations, the original structural differences between Enel, municipal companies and private operators have progressively reduced, and there has been an increasing convergence of most electricity operators towards the archetype of the multi-utility and internationalised corporation (Pirro, 2009). With reference to interests' representation, this process has ended up benefitting particularly Confindustria, which now gathers, via its sectoral federation Elettricità Futura, 70% of all companies operating in the Italian power generation industry: Enel itself adheres to Elettricità Futura, although it still participates in sectoral negotiations also as an independent bargaining party.

5.1.2. The today sectoral collective bargaining system and its possible developments

Today, the NCLA for the electricity sector covers around 59,086 workers employed in approximately 601 enterprises (CNEL & INPS, 2021): these figures are very close to the estimations of the total number of workers and companies operating in the sector, amounting to respectively 60,006 and 643 in 2015 (Neirotti, Spaziani & Zaghi, 2018), thus suggesting a very high sectoral collective bargaining coverage. However, it should be noticed that the application scope of the NCLA for the electricity industry has considerably narrowed from the 1990s, due to two converging trends: on the one hand, the increasing automation and technological innovation which has progressively reduced the size of the sectoral workforce; and on the other hand, the growth of small companies operating in the field of renewable energy sources and with specialisations (e.g. in trade activities) justifying the application of other NCLAs (such as those of the metalworking or the tertiary sectors) regarded as cheaper for employers (ibid.). The obsolescence of the job classification system of the NCLA, which was inherited by last-century Enel, Federelettrica and Assoelettrica collective agreements, seems to

further increase the appeal of other sectoral collective agreements for electricity companies (ibid.). Indeed, the rigid and static representation of multiple professional levels in the NCLA for the electricity industry has been blamed not to reflect the changes occurred in the workforce composition and organisational settings over the past decades and not to hold the candle to more flexible classification models established by other NCLAs (Arca, 2012). Therefore, the objective of sectoral social partners is to reverse this trend and enable an expansion of collective bargaining scope against both the competition from other NCLAs (as moreover clearly stated in Article 1, Chapter 1 of the latest NCLA's renewal) and the possible challenges brought by the pervasiveness of company-level collective bargaining. Whether Neirotti, Spaziani & Zaghi (2018) described the potential predominance of company-level bargaining over the NCLA as an attractive option especially for multi-utility and large-sized companies, our interviewees from both labour and employer side prefer to speak about the current positive interaction between sectoral and company-level collective bargaining: the former, if anything, influenced by and called to keep the pace with the second. Importantly, in response to the challenge of the competition from other sectoral agreements, in June 2021 national social partners signed an agreement, which extended the application scope of the NCLA also to operators in fields of renewable sources, energy efficiency and customer services in trade activities, hence laying down specific regulations for them on a number of issues (e.g., working time, workers' classification, apprenticeship, wages, complementary health and pension schemes, etc.).

Coverage of company-level collective bargaining is also relatively high. Given the prevalence of medium and large companies and the quite high degree of trade union density in the sector (still about 40/50%, though in decline over the past two decades), according to a FLAEI-CISL representative, it stands for 95% of all the enterprises covered by the NCLA. And importantly, as observed by both UILTEC-UIL and FLAEI-CISL trade unionists interviewed, in addition to substantially influencing the contents of the NCLA thanks to the participation of few key employers in sectoral bargaining rounds, industrial relations in large electricity companies operating all over the country, tend to mirror national-level negotiations, since they mostly take place at the central level with the involvement of top management and national trade unionists and an inclination to uniform labour conditions across all geographically dispersed plants. Therefore, by answering to a question on decentralisation trends in the sector, a UILTEC-UIL official stated:

> 'in the electricity industry, also due to the large size of most companies such as Enel, Terna or Edison, we have the opposite problem, that is an excessive centralisation trend of industrial relations towards the central company level' […] 'in practice, there has been a flattening at the national level, since in large groups, company-level collective bargaining is nevertheless a national topic (you bargain with the company and not with the single plant)'.

Moreover, the NCLA allows the negotiation of company-level collective agreements not exclusively to workplace labour representation structures (as it should be possible pursuant to the most recent cross-industry collective agreements covering the sector), but jointly to the RSU and local trade unions, or, in more articulated organisational settings, to the specific players identified on a case-by-case basis by the NCLA itself. It follows that, as far as large groups are concerned, national trade unions federations are involved both in information and consultation procedures (incl. in joint labour-management commissions) and in collective bargaining. In this regard, it is worth noting that the reluctancy to delegate competences to worker representatives was already detected in the Enel collective agreement and in the NCLA for municipal companies, whose bargaining parties used to avoid local dynamics, due to both the influence of local political powers and the fragmentation of trade union representation across different areas (Russo, 2009).

Despite this overlapping trend between national and company-level bargaining actors, the NCLA in force formally envisions a two-tier bargaining model, which is organised pursuant to a functional articulation between its different levels. Accordingly, the national bargaining level is regarded as the primary source of regulation of all economic and normative aspects of employment relations in the sector, while company-level collective bargaining should cover matters and elements which are specifically demanded by the NCLA and are 'different and non-repetitive' from those of the NCLA itself (Article 7, Chapter 2). Notably, company-level collective bargaining has the exclusive task to regulate pay schemes linked to the results achieved in the implementation of programmes, which are agreed between company-level parties and aimed at improvements in terms of productivity, competitiveness, organizational efficiency, innovation, quality and so forth. The NCLA itself provides for a specific amount of money, to be mandatorily devoted to negotiating performance-related pay at company level. Moreover, the NCLA allows company-level collective bargaining to regulate various context-specific issues (e.g. the introduction of tools to strengthen the cooperation between the client company and subcontractors on health and safety at work; the possible regulation of remote working; the articulation of weekly working time; the possible establishment of a joint labour-management body on worker training; the introduction of better conditions, compared to those established by law, as regards work-life balance; the possible definition of new apprenticeship paths, linked to specific professional qualifications) and to improve or adjust some general standards, already set in the NCLA, to local peculiarities (e.g. with reference to the possibility of increasing the proportion of workers with fixed-term employment contracts and agency-based workers, or the opportunity to extend the period within which one calculates the average weekly working time). Overall, according to both the trade unionists and a company representative interviewed, the NCLA gives considerable value and room for maneuver to company-level collective bargaining, which is moreover entitled to make specific derogations, even experimentally or temporarily, to one or more elements covered by the NCLA itself, under the conditions set by cross-industry collective agreements signed by Confindustria and Confservizi in 2011[18]. In line with these agreements, yet differently from other NCLAs clearly excluding wage-tariff minimums and other individual rights from derogations, no limit appears to be set in the electricity industry to the types of modifiable matters. This is particularly appreciated by employers.

> 'Room for company-level collective bargaining is even more essential in the current phase of technological and digital transformation, when companies are called to properly face new challenges'. (Enel industrial relations manager)

Interestingly, a FLAEI-CISL representative adds:

> 'Company-level collective bargaining is free, in the sense that it does not fear experimentations, even beyond the matters specifically delegated by the NCLA. Our NCLA mostly offers guidelines, allowing company-level collective bargaining large autonomy. But even when this autonomy is not granted, we take it'.

5.2. Collective bargaining at Enel

The history of Enel, the company taken into consideration by our case study, is profoundly intertwined with the history of the whole electricity industry in Italy and beyond. Enel was founded in 1962 as the national body for electricity after the merger with more than a thousand energy producers. Following the liberalisation of the Italian electricity market, Enel turned into a private

[18] Pursuant to the latter, these derogations will apply to all employees as long as: i) they are justified by the need to handle crisis situations or in case of significant investments to promote the economic and employment development of the company; and ii) they are agreed by worker representatives in conjunction with the local structures of those trade unions signing the above-mentioned cross-industry agreements.

entity at the end of the Twentieth century, although the State still holds approx. 23.5% of Enel capital. The company has also progressively become more international, now operating in 31 countries from 5 continents: Oceania, Asia, Africa, Europe and America (both North and Latin America). Enel is organised globally in five business lines: Global Infrastructure and Networks (responsible for the supply of energy and the quality of service to communities), Global Trading (responsible for managing generation and retail operations), End-user Markets (responsible for sales relationships with end users), Global Power Generation (responsible for electricity production from both traditional and renewable sources) and Enel X (providing products and services for green energy transition). In Italy, Enel performs all the above business functions through various companies (e.g. Enel Produzione, Enel Energia, Enel Green Power, Enel X, Enel Italia, E-distribuzione, etc.) employing altogether around 29,000 workers: more than half of all workers covered by the NCLA for the electricity industry.

The total number of Enel employees in Italy increased until the '80s, reaching 117,905 in 1981 when the workforce composition was mainly blue-collar. Until the mid-90s, Enel workforce was relatively stable, but the gap between the shares of white- and blue-collars progressively decreased, and the number of white-collars exceeded that of blue-collars in 1990 circa. Later, during Enel privatisation and the subsequent transfer of assets, Enel started to undergo a process of retrenchment, which would have halved the total number of Italian workers in less than 10 years: from 88,957 in 1997 to 44,590 in 2006 (Russo, 2009). This trend has continued until today albeit at a lower path. As regards the workforce composition, the proportion of blue-collars has substantially shrunk given the tertiarisation of Enel business and the shift from productive activities to more managerial and financial operations. It is no wonder that also globally the Infrastructure and Networks business line employs more than half of all Enel workers (Enel Integrated Annual Report, 2020). Looking at the evolution of the workforce composition in all the companies associated to Utilitalia and Elettricità Futura (incl. Enel), it is important to note that the proportion of workers with technical and practical skills has decreased by more than 10 percentage points from 2007 to 2016, while the share of supervisors and workers with coordination tasks has slightly increased over the same period. These trends have been largely explained by the fact that high-qualified workers have been less impacted by restructuring processes in the last decades and at the same time, there has been a growing need for coordination and control skills especially in business lines, such as those related to electricity infrastructure and networks, which are subjected to outsourcing practices and therefore characterised by the presence of various contractors (Neirotti, Spaziani & Zaghi, 2018).

5.2.1. Approaches to labour representation: from socio-political legitimacy and managerial approval to collective mobilizations

By and large, working conditions at Enel have traditionally been better if compared to other sectors, encompassing contractual wages higher than the national average, high trade union density rates and low inclination to conflict (Russo, 2009). These characteristics partially reflect the capital-intensive nature of the electricity sector. Also, the market characteristics explain the electrical workers' general awareness of their social function and thus, of their responsibilities towards end users and the national economy. Such *job consciousness* inspired the approach and the demands of national trade unions: after benefitting from socio-political legitimacy in the years of nationalisation, trade unions found a new raison d'être in pursuing their involvement in the management of career advancements, recruitments and professional mobility in exchange for workers' full commitment to their job and the general interest (Pirro, 2009). The success of this strategy allowed trade unions to maintain a high degree of representativeness and to avoid the insurgence of conflicts also during the delicate processes of liberalisation and consequent restructurings. As a result, at least until the first decade of the Twenty-first century, trade union density in Enel was never below 70% (ibid.). However, today, the rate has dropped to approx. 50% (still considered as high if compared with trade union density rates

in other sectors), though with differences across the various companies of Enel group: for instance, as confessed by a member of the RSU, at Enel Italia, performing staff functions for Enel business lines and mainly characterised by high-skilled workers, trade union density does not exceed 15%.

Overall, the reason behind the progressive decline in the share of unionised workers at Enel is attributed by a UILTEC-UIL representative to the trade unions' reduced capacity of getting involved and participating in decision-making processes for the management of the main technological and organisational transformations impacting on the workforce.

> 'We *[trade unions]* are limiting our action to the management of day-to-day issues'. (UILTEC-UIL representative)

According to a FLAEI-CISL representative, the weakening of workplace labour representation has been caused particularly by the disintermediation process apparently initiated by management in the last decade and implying: on the one hand, the abandonment in 2012 (in exchange for the introduction of the so-called 'bilateralism' as a method for the parties to jointly discuss topics of common interest within labour-management committees) of the so-called 'assistance' procedure (laid down in previous collective agreements and consisting of the support provided by RSU to individual workers in case of transfers or other issues concerning the single employment relationship); and on the other hand, the appointment for each worker of a reference person within the HR department, responsible for individually assisting her/him in every job-related issue with no involvement of the RSU. This managerial approach, moreover, is interpreted as the result of the liberalisation process and the subsequent growing competition, which brough about a serious dualism between the company orientation to business lines (and therefore to corporate economic goals) and the company orientation to industrial relations (and therefore to mediations and compromises): sometimes the former approach prevails at the expenses of the latter.

Pursuant to a UILTEC-UIL representative, these changes in management attitudes have gradually led to the disenchantment of trade unions, which in the past tended to believe that Enel could somehow guarantee the proper functioning of industrial relations. However, some trade union organisations have not fully abandoned this belief:

> 'we witness incredible scenes, when trade unions blame the company for the decline in unionisation figures'. (UILTEC-UIL representative)

Importantly, according to Enel representatives, resort to strike has always been exceptional, linked to very specific topics affecting precise local areas. In this regard, it is worth mentioning the latest collective action, which was organised in late 2020 by national trade unions in defense of the employees of E-distribuzione (an Enel company dealing with electricity distribution in Italy), who were under pressure for excessive overtime work in the pandemic period and at the same time, threatened by outsourcing prospects of the company. The dispute, which was solved in December 2020 with a collective agreement enshrining the management's abandonment of outsourcing plans and its commitment to hiring around 900 workers in the next three years, entailed the proclamation of a strike in November 2020, which was joined by approximately 90% of interested workers, according to trade unions' estimates. Although Enel statements report a participation rate of 61.34%, pursuant to a UILTEC-UIL representative, it was the first time in Enel history that such mobilisation rate was reached.

Within this scenario, affected by crucial technological and organisational changes (also spurred by the impelling green energy transition) which are perceived as largely unilaterally managed by the company, Enel workers no longer feel as privileged as they did in the past. And subsequently, as

observed by the interviewed trade unionists, the need for collective labour representation emerges with renewed strength. But unlike in the past, when trade unions used to organise workers by mainly offering individual assistance with management's approval, they are now expected to embrace a step change, by giving up on relying on managerial favouritism and instead, using their own forces to win a role in strategic decision-making. Interestingly, a trigger for change in traditional trade unions could come from the growing representativeness of independent trade unions, like CISAL, which are described as slowly taking advantage of the opportunities missed by CGIL, CISL and UIL.

> 'As politics needed anti-politics to try to change, the *[traditional]* trade union movement is now dealing with independent organisations, which should induce it to evolve'. (UILTEC-UIL representative)

5.2.2. Intra-union relationships and the issue of trade unions taking over RSUs functions

Overall, FLAEI-CISL still is the most representative trade union at Enel, followed by FILCTEM-CGIL and UILTEC-UIL. The relationships between the three major trade union federations are described as positive, despite the differences in their respective inclinations and attitudes: collective agreements have usually been signed by all the three trade unions and most collective actions are conducted jointly. Other trade unions operating at Enel are CISAL Federenergia and UGL Chimici, which however do not sign collective agreements along with CGIL, CISL and UIL, also because the latter do not want the former to sit at their same bargaining table. As a result, CISAL Federenergia and UGL Chimici either sign separate agreements with Enel, which are however identical to those signed by CGIL, CISL and UIL, or simply do not sign any agreements if they disapprove the terms and conditions set in the agreements reached by CGIL, CISL and UIL.

As emerged by the paragraphs above, sectoral trade unions (both on a national and local/regional level) are relevant parties in the relationships with management of large electricity companies and so at Enel. National trade unions sign Enel general collective agreements and those referred to single business lines, while local trade unions sign the agreements applied to single power plants (which are relevant collective bargaining arenas especially in Enel companies dealing with electricity generation e.g. Enel Green Power) and local/regional areas (which constitute relevant organisational articulations of Enel companies dealing with electricity distribution, trading and staff functions), although this occurred more frequently in the past. Conversely, as for RSUs, although Enel Protocol of Industrial Relations signed in 2012 cites them as key interlocutors at unit level, their role is described by all trade union officials and RSU members themselves, as substantially limited to few specific issues devolved by the NCLA or the law, such as those related to working time arrangements, the prevention of remote monitoring of workers' activities and health and safety. However, even in these cases, RSU members do not autonomously sign collective agreements with Enel but together with local trade unionists, as moreover envisaged by the NCLA.

> 'Let's say that RSUs hardly have the autonomous capacity and strength to propose and push forward collective negotiations with Enel'. (RSU member and local FLAEI-CISL representative)

RSUs can be partly blamed for their weakness though, because they generally do not fight sufficiently for enforcing their rights, and:

> 'if you don't ask for a right and you don't exercise it, you gradually lose it'. (RSU member and local FLAEI-CISL representative)

This has often occurred, for instance, as regards the RSU's information and consultation rights on the monitoring of the economic objectives functional to the provision of pay bonuses: according to a RSU member, the dialogue with management on this issue has gradually ceased because RSUs have lost their activism, and this is also due to the fact that there are not very serious problems at Enel.

> 'If it is simply a matter of understanding if you will get a 2,000- or 2,100-euro bonus, people do not mobilize'. (RSU member and local FLAEI-CISL representative)

On the other hand, though, it is Enel management itself which relates with RSUs exclusively for the matters and within the limits established by law and the NCLA. And even in these cases, the pattern entails firstly, the signature of a framework collective agreement with national trade unions, which can leave room for slight modifications or integrations (e.g. as for few organisational issues or some indicators linked to variable pay schemes) by local social partners. However, often these matters are only subject of information and consultation procedures rather than actual collective bargaining at the local level. In addition, at the local level, a sort of pattern bargaining model could apply, whereby collective negotiations (e.g. as regards the reimbursement of travel costs for workers) are conducted mainly with one Enel company regarded as the most relevant one (e.g. E-distribuzione), and the agreement reached there is then extended, albeit via further negotiations, also to other companies and plants in the same area.

Overall, a possible explanation behind the managerial preference for the company central level, is provided by a RSU member himself.

> 'Consider that at Enel, RSU members were initially about 800/900 and therefore the company was not pleased to bargain with all these people. Consider that Enel is a group of 14/15 companies and they *[Enel managers]* rightly want to have a unique interlocutor with whom tackling an issue: if they should do it for every single plant, it would be a challenge'. (RSU member and local FLAEI-CISL representative)

As observed by a FLAEI-CISL representative, though, this problem could have been solved with the selection of a limited number of RSU members participating in a National and various Regional RSU Coordination Bodies (as it occurs in other large companies in Italy), with the task to support national and regional trade union officials in important bargaining procedures with management. Albeit laid down in the 2012 Protocol, these bodies were never built up due to the lack of a real will by both parties (according to Enel representatives, trade unions were particularly worried about a possible overlap of the functions of Coordination Bodies and their national and regional officials) as well as the lack of elections for the renewal of RSU members. As a matter of fact, latest elections of RSU members were held in 2008 and, although the term of office of RSU members should end after three years, they have never been renewed since then. Therefore, RSUs at Enel plants are considered as no longer representative and national and local trade unions have largely taken over the functions of workplace labour representatives. The scant role of RSUs perfectly goes with the company's inclination to 'centralize' company-level collective bargaining. In this regard, a FLAEI-CISL representative speaks about a 'bounce-effect', according to which local issues are reported to the national level in an effort to prevent the emergence of disparities in the terms and conditions possibly agreed in the various plants and local areas. However, as observed by trade unionists, this approach tends to undermine the relationships between local trade unions and their rank-and-file, especially because:

> 'there is no guarantee that the national level could effectively solve certain local problems and even when it attempts to do so, it has to act homogeneously across all territories: it has to make a synthesis' (FLAEI-CISL representative)

And this usually happens to the detriment of local peculiarities and needs. For this reason, a UILTEC-UIL representative calls for immediate new elections of RSU members and the enforcement of all the rights and prerogatives attributed to RSUs by the 2012 Protocol, in order to stop what looks like a vitious circle:

> 'on the one hand, we have shifted *[collective bargaining focus]* towards the central level, by losing interest in local areas; on the other hand, RSU members are lesser and lesser (considering that some of them retired or changed occupation after 2008) and it is now hard to find new candidates for this role because it is well known that RSUs cannot exercise effective power in the current centralised industrial relations model'. (UILTEC-UIL representative)

As reported by Enel representatives, the discussion with trade unions over the renewal of RSU members is ongoing.

Furthermore, it should be highlighted that sectoral trade unions play an important role at Enel plants, not simply because they have been forced to deal with plant-specific issues to assist weaker and weaker union delegates, but also because in most cases, RSU members and local/regional (and sometimes even national) trade unionists are the same person. This happens also because in some local structures of sectoral trade union federations, the presence of a certain percentage of RSU members among union officials is mandatory. For these reasons, relationships between trade unionists and RSU members are got to be very closed and synergic. But the overlapping of union delegates' and union officials' identity is not immune to problems.

> 'We should have the preparation and intellectual honesty to distinguish the roles: I am a RSU member and therefore I represent all workers whether they are unionised or not; but when I am a trade unionist, I represent only those workers affiliated to FLAEI-CISL. I must say that someone confuses the roles'. (RSU member and local FLAEI-CISL representative)

5.2.3. 'High-profile' labour-management relationships unveiled

Industrial relations at Enel have been defined as largely positive and effective.

> 'Enel and the national sectoral trade unions share the importance of dialogue and a constructive climate which contributes to supporting energy transition, digitalisation processes and related impacts in the most effective and balanced way'. (Enel industrial relations manager)

However, some trade unionists believe that there still is scope for improvement and that management sometimes lacks vision failing, for instance, to fully exploit remote working possibilities, thus effectively releasing workers from all time- and space-constraints. According to union officials and delegates, management approach has changed over time, by becoming fiercer and more attentive to economic issues following the liberalisation process. Moreover, in their opinion, the employer side at the bargaining table is not always made up of capable and prepared fonctionnaires, despite the strong and long legacy of industrial relations in the group. Therefore, as revealed by a FLAEI-CISL representative,

> 'as for the quality of industrial relations, there are ups and downs, meaning that high-profile industrial relations (as described in Protocols) not always result in high-profile contractual contents'.

Relevant topics included in most recent collective agreements, listed by management and also highlighted by trade unionists, are: consultation procedures on reorganisation processes and business strategies, especially with the aim to involve workers' representatives in addressing the challenges posed by digitalisation and environmental sustainability, the performance-related pay, welfare solutions (e.g. employer's contribution for the purchase of workers' subscription to public means of transport, the provision of a nursery and a gym in the company building; the possibility of converting pay bonuses in welfare services), working time flexibilities and work-life balance measures (e.g. remote working) to support parenthood, improvement of company supplementary health and pension schemes especially for young people, workers' training, dual apprenticeship paths and organisational solutions to face crisis and restructurings and favour staff turnover, like early retirement and intra-group geographical and functional mobility. Importantly, during the coronavirus pandemic in March 2020, Enel and national trade unions signed a collective agreement which was then used as a benchmark by other companies in other sectors. The agreement implied the voluntary donation, by white collars working from home, of some of their accrued vacation days to their blue-collar colleagues, who were prevented from working at the plants to contain the contagion. Therefore, thanks to the solidarity unleashed between workers (white-collars donated two vacation days on average to their colleagues, for a total of about 2,200 days), complemented with the vacation days (one per each worker) directly funded by management, it was possible for Enel to contain the contagion with no use of public-funded social shock absorbers.

But besides these relevant contractual achievements, certain key issues, brought about by energy and digital transitions heavily impacting on the company, are still not subject of collective bargaining. The reference is mainly to the necessary adaptation of the job classification scheme to the organisational transformations generated by the above-mentioned challenges. Even though the job classification system is set in the NCLA, adjustments and experimentations (at least until a full reform of the issue is implemented at the national level) are allowed at the company level, but Enel has not taken advantage of this opportunity yet. In this regard, a FLAEI-CISL representative observes:

> 'with reference to job classification-related issues, their discussion is generally postponed by the company and therefore, the scope for the unilateral action by management on these issues increases'. (FLAEI-CISL representative)

Another criticism is represented by the scantly effective functioning of bilateral committees, established by company collective agreements, as a place for purposeful and participatory dialogue between management and worker representatives on issues of common interest, such as workers' training, health and safety, sustainability, equal opportunities and welfare. Although, according to Enel managers, the participatory approach promoted by these bodies was particularly helpful for the management of the COVID-19 emergency, trade unionists consider them as merely information or consultation structures, which do not really enable worker representatives to affect company decision-making processes, especially as regards the governance of digital and energy transitions. Interestingly, a UILTEC-UIL representative argues:

> 'we *[trade unions]* have a problem, which is all ours, deriving from the fact that we allow the company to take the lead of these committees and therefore, the topics raised for discussion are those most relevant for the company rather than for us'. (UILTEC-UIL representative)

This argument partly connects with the issue of collective bargaining enforceability. In this sense, certain problems are detected by union officials and delegates particularly given the difficult interpretation of some norms agreed at the central level, which can be re-discussed at the local level and not always implemented. Interestingly, moreover, as observed by a FLAEI-CISL representative,

when normative issues (such as variable pay schemes or paid leaves) are concerned, rules are generally respected; conversely, when collective agreements include procedural aspects implying roles that should be played and actions (such as the activation of information and consultation procedures and the implementation of bilateral committees) that should be implemented by social partners, problems do arise. As regards bilateral bodies, Enel representatives speak about an ongoing process of update for strengthening their contribution to current challenges of innovation and sustainability.

But despite these criticisms and areas of improvement, according to all interviewees from both the company and union side, the constructive industrial relations model inherited by the past resists at Enel. Plus, being a publicly traded company with shares owned by the State, Enel displays a certain sensitivity to its public image, and this sometimes facilitates the achievement of certain contractual results. Partly for this reason, moreover, collective negotiations are initiated by management only when there is a real need.

> 'There is some thought behind. The company, which is made up of people who have actually made the history of industrial relations in our country and do not act randomly, has the clear willingness not to discuss certain issues, because when you discuss them, you have to produce results. Therefore, negotiations are conducted when there is the need and not simply because they are supposed to be conducted' (RSU member and local FLAEI-CISL representative).

In addition, company needs seem to be given priority also over some 'timing' coordination rules set in the NCLA: although the NCLA states that the periods for company-level collective bargaining must not overlap with those dedicated to national-level sectoral negotiations, Enel agreements on performance-related pay are often signed even on the same year of the signature of the renewal of the NCLA. Furthermore, company-level collective agreements have historically introduced and regulated topics (e.g., dual apprenticeship paths, measures against harassment at work, 'smart-working', etc.), which have been laid down in the NCLA only at a later stage.

As regards labour-management relations beyond collective bargaining, they are described as very frequent, with approximately 2 meetings per week. And informal relations are very intense too.

> 'For instance, now there is a restructuring plan for the building in Rome and our collective agreement sets forth that when collective mobility is concerned, the employer has to notify us *[trade unions]*. Therefore, they *[Enel managers]* inform us about these things. Generally, we solve these issues with a phone call and we rarely need to convene a formal meeting with RSU members, because certain procedures are put in place, only when they are really needed'. (RSU member and local FLAEI-CISL representative)

Finally, as for future developments in Enel collective bargaining, these are regarded as heavily influenced, especially at Enel power plants, by energy transition and digital transformation (both implying attention to job security, workers' training and the economic valorisation of professional advancements as well as agreements to prevent the remote control of workers' activities) and, especially at Enel offices, by the increasing workers' demands for time off. In this regard, a collective agreement was signed in June 2019 at Enel Italia's site in Rome on the introduction of five-hour work Friday (compensated by longer working days in the rest of week) and the possibility for employees of performing overtime work and being remunerated through additional paid leaves and vacation days.

6. Case study No. 3

6.1. Collective bargaining structures and actors in the retail sector

Industrial relations in the retail sector are characterised by a strong fragmentation in workers' and employers' representation and by the subsequent proliferation of NCLAs. Over 75 NCLAs covering the retail sector have been mapped by CNEL (2020). Among these, only 8 are signed by sectoral union federations belonging to the most representative trade union confederations in Italy: FILCAMS-CGIL, FISASCAT-CISL and UILTUCS-UIL. In detail, beyond some NCLAs covering retail sub-sectors (such as those limited to the picking and selling of flowers and vegetables), four main NCLAs for the whole sector can be identified:

- The NCLA for the tertiary, retail and services industry signed by Confcommercio on the one hand, and FILCAMS-CGIL, FISASCAT-CISL and UILTUCS-UIL on the other hand, and covering almost 350,000 companies and over 2,100,000 workers (CNEL & INPS, 2021). Its latest renewal was signed on March 31, 2015 and its duration (originally ending in 2018) was extended to December 31, 2019. The NCLA is today still in force since it was not cancelled before the end of its formal period of validity. However, minimum wages to be applied from 2020 were revised on September 10, 2019 and negotiations for the renewal of the NCLA started in January 2021.
- The NCLA for the tertiary, retail and services industry signed by Confesercenti on the one hand, and FILCAMS-CGIL, FISASCAT-CISL and UILTUCS-UIL on the other hand, and covering about 7,800 companies and 58,800 workers (CNEL & INPS, 2021). Its latest renewal was signed on July 16, 2016 and its duration (originally ending in 2017) was extended to December 31, 2019. Today, the NCLA is still in force and negotiations for its renewal are ongoing.
- The NCLA for large-scale retail trade signed by Federdistribuzione on the one hand, and FILCAMS-CGIL, FISASCAT-CISL and UILTUCS-UIL on the other hand, and covering about 140 companies and almost 162,000 workers (CNEL & INPS, 2021). Its first and latest renewal, following Federdistribuzione's decision to exit from Confcommercio in 2011 and open a separate sectoral negotiating table for large-scale retailers, was signed on December 19, 2018 and its period of validity formally ended on December 31, 2019. However, negotiations for the renewal of the NCLA started in March 2021.
- The NCLA for retail cooperatives signed by ANCC-Legacoop, Confcooperative Consumo e Utenza e AGCI on the one hand, and FILCAMS-CGIL, FISASCAT-CISL and UILTUCS-UIL on the other hand, and covering about 2,630 cooperatives and about 78,700 workers (CNEL & INPS, 2021). Its latest renewal was signed on December 22, 2011 and although its period of validity should have ended on December 31, 2013, it still is in force. Only the economic part of the NCLA was renewed on February 19, 2019. Negotiations for the renewal of the whole NCLA started in May 2021.

In addition to these agreements, there are the NCLA signed by Confcommercio and Manageritalia, covering managers in all tertiary sectors, and that signed by Legacoop, Confcooperative and AGCI with CGIL, CISL and UIL, covering managerial staff in cooperatives.

As for relationships between the three most representative trade union federations in the sector and especially between FILCAMS-CGIL on the one hand, and FISASCAT-CISL and UILTUCS-UIL on the other hand, they have been particular problematic in both early and late 2000s during the bargaining rounds for the renewal of the NCLAs for the tertiary, retail and services industry, which were subject to numerous interruptions due to trade unions' diverging views as regards working time and work organisation issues. Notably, the 2008 renewal of the NCLA was not signed by FILCAMS-CGIL, which was against certain regulations referred to the work on Sundays and paid leaves for apprentices.

While part of the complexity of industrial relations in the retail sector is the result of union pluralism, the presence of so many NCLAs registered in CNEL database sheds light on a typically Italian problem (deriving from the missed enactment of *erga omnes* efficacy of the most representative collective agreements, and the employers' free choice to apply any NCLAs, though within certain limits provided by case law and some legislative measures[19]), which particularly affects the tertiary sectors: that of the so-called 'pirated contracts', concluded by non-representative trade unions and compliant business associations with the aim to provide alternative normative framework to the NCLAs signed by representative social partners, by cutting labour standards and costs. The phenomenon has reached such dimensions in many sectors that appears to be more threatening for the functioning of the whole industrial relations system in Italy and the subsequent maintenance of sustainable labour standards, than the possibility for decentralised bargaining to derogate from certain national terms and conditions of employment (Leonardi, 2017). The reasons behind such development are multiple. For example, Davide Guarini, General Secretary of FISASCAT-CISL (Nespoli, 2021) refers to market factors: due to the thin margins for profits, the extraordinary incidence of labour costs (up to 85/90%) in the overall company expenditure pushes some employers, especially in small franchising companies operating in Southern Italy, to rely on wage and social dumping to gain in competitiveness. It is, indeed, the intensity of international competition, the fragmentation of production processes, the complexity of value chains and the pressures from clients, which increasingly characterise various economic sectors including large retail (Fanizza, 2020), that are found to exacerbate social dumping and unacceptable working conditions through diverse fraudulent practices encompassing undeclared work, the application of 'pirated contracts', spurious cooperatives, and so on. Practices of outsourcing seem moreover increasingly performed by companies to benefit from that sufficient degree of organisational flexibility, which is needed to resist the challenges posed by the COVID-19 pandemic (Schiavo, 2021). In this sense, it is no wonder that a FISASCAT-CISL representative has stressed social partners' current commitment to the draft of new rules to bind franchise companies to the guarantee of decent labour standards via the application only of those NCLAs signed by the most representative trade union organisations.

Whereas this form of contractual dumping is cause of concern to certain commentators (Sassi, 2021), due to the effects on both working conditions and business efficiency, the General Secretary of FISASCAT-CISL observes that the great number of NCLAs signed by non-representative trade unions covers less than 50,000 workers (Nespoli, 2021), compared to a total of around 3,442,220 workers employed in commerce (ISTAT, 2019). This observation is supported by the data on the coverage of NCLAs, released in the joint CNEL-INPS dataset (2021), according to which, despite a proliferation of NCLAs, the vast majority of workers is covered by those signed by CGIL, CISL and UIL. Despite being not renewed after their expiry in 2019, the coverage of the NCLAs signed by sectoral federations of CGIL, CISL and UIL remains therefore relatively high. By contrast, trade union density in this sector is one of the lowest compared to other industries, amounting to around 17% (Carrieri & Feltrin, 2016). This is probably due to the high presence of atypical workers and other characteristics of the workforce composition (migrant workers, young workers, women, etc.), which moreover tend to increase workers' need for individual rather than collective assistance by trade unions (Signoretti, 2015).

These conditions, complemented with the very large proportion of small enterprises, explain also the scant development of firm-level collective bargaining in the sector, which is limited to large national and international players like, as for food retail market, Carrefour, Esselunga, Coop Alleanza 3.0 and Pam. In spite of this, all the most representative NCLAs in the sector envision a two-tier collective bargaining model, made up of: a first contractual level represented by the NCLA with the task (as

[19] For more information, see in this report Chapter 2.

particularly specified by the latest cross-industry agreements signed by Confcommercio and Confesercenti) to fix minimum wages and, unlike what attributed to the national level by social partners in other sectors, also to establish flexibility and productivity solutions immediately enforceable at firm level; and a second decentralised level represented exclusively by firm-level collective agreements (as for the NCLA for retail cooperatives) or by both firm and territorial collective agreements, provided that they are alternative and do not overlap within a single enterprise (as for the other NCLAs). Importantly, as observed by a FISASCAT-CISL representative, although economic elements established in past territorial agreements still apply to many employees in small retail companies by virtue of their post-term validity, it seems that most recent territorial collective agreements have shifted their focus from pay increases to labour market governance, by mainly concentrating on the regulation of bilateral bodies (managed jointly by sectoral trade unions and employers' associations and financed via contributions paid by employers) and their social provisions. For instance, after the outbreak of COVID-19 pandemic, thanks to the signature of local collective agreements, huge resources of bilateral bodies were used to finance welfare measures for employees and structural interventions to contrast the contagion at workplaces.

By and large, all NCLAs formally ensure coordination between the two collective bargaining levels, stating that decentralised agreements should regulate only matters entirely or partly delegated by the national collective agreement or by the law, and matters and elements which have still not been regulated at the national level, according to the principle of *ne bis in idem*. Moreover, as expressed in the NCLA signed by Confcommercio, which constitutes a benchmark for the other national agreements in the retail sector, decentralised collective bargaining must not regulate fixed wage increases but only variable pay rises linked to productivity and performance objectives. Further subjects that NCLAs delegate to decentralised bargaining, refer mainly to working time and work organisation, job classification, employment contracts, work-life balance and equal opportunities, workers' training and health and safety at work. In addition, decentralised agreements are allowed to make derogations to one or more standards set by the NCLAs, provided that: i) they are intended to face critical situations, to promote employment and economic development, to launch or relaunch business activities or to combat undeclared work; ii) they do not concern certain matters, such as wage-tariff minimums and individual rights deriving from legally binding regulations; iii) they are concluded at the firm level (by worker representatives along with local trade union organisations) or with the support of local employers' associations (as for the NCLA signed by Confcommercio). In this regard, it is worth mentioning that the negotiation of firm-level agreements, whether including derogations or not, is not attributed exclusively to workplace labour representation bodies (although it should be possible pursuant to the latest cross-industry collective agreements signed by Confcommercio, Confesercenti, Confcooperative, Legacoop and AGCI themselves) but to RSU or RSA along with local trade union organisations and, as for the NCLAs signed by Confcommercio and Confesercenti, also with the support of the local employers' association. In this way, actors' vertical coordination across the two contractual levels appears to be strengthened.

In line with the industrial relations architecture expressed in the NCLAs, trade union organisations do support the existence of two complementary bargaining levels, provided that the first national level designs a general framework and broad guidelines, which can be further developed and adapted by decentralised collective agreements. However, a FISASCAT-CISL representative observes that many companies decided in the past to unilaterally withdraw from decentralised collective agreements, considering them as mere 'copies' of the NCLA, since they challenged the distribution of competences stated in the NCLA, by regulating fixed wage increases in addition to those already established by the NCLA itself. The economic crisis led to a drastic fall in spending over the period 2012-15 and its repercussions for the retail and wholesale sectors resulted in a significant reduction in margins. Thanks to their capital mobility, various multinational companies were therefore able to shift part of their losses to management costs, resorting to the practice of terminating collective

agreements early and to open concession bargaining (Tomassetti & Forsyth, 2019). The employers' inclination to withdraw from existing agreements (though generally with the intention to negotiate new ones with more efficiency-oriented contents), especially during the economic crisis of 2008 and the following years, has been reported also by an HR leader interviewed. By contrast,

> 'if we give each bargaining level a specific focus […] (as for salary issues, the focus of firm-level collective bargaining should be on variable bonuses linked to corporate results), I think that firm-level collective bargaining could be useful to provide workers with terms and conditions of employment more respondent to their needs, and employers with additional flexibilities which can make the difference in competitive markets' (FISASCAT-CISL representative).

Importantly, it is not simply the NCLA which influences decentralised bargaining but the contamination between the two levels of collective bargaining is rather two sided, since a good condition achieved via decentralised agreements can later be extended to the whole sectoral workforce via national negotiations.

> 'At the firm level, not only you can write down a rule, but you can also immediately implement it and make it work, thus facilitating the negotiation on that rule at the national level. I think, for instance, of part-time work, in relation to which we have jumped the gun in this sector'. (FISASCAT-CISL representative)

Despite these beliefs, decentralised collective bargaining is regarded as not particularly widespread in the sector today, except for few large retailers which regulate via collective bargaining several issues (e.g. work organisation, welfare, etc.) and rely on the NCLA almost exclusively for wage-tariff minimums. By contrast, the NCLA remains the cornerstone of labour regulation in most companies in the sector, given the huge presence of companies with less than 50 employees (corresponding to around 99% of all enterprises in the whole commerce sector pursuant to ISTAT, 2019) which are generally not covered by decentralised bargaining, and the prevailing unilateralism in the management of human resources in the sector (Signoretti, 2015). Moreover, despite a certain increase in the number of decentralised agreements registered until the 2000s, the trend reversed shortly afterwards, according to a FISASCAT-CISL representative, due to the drop in consumptions following the 2008 economic crisis and the persistent worsening of the competitive scenario, more and more challenged nowadays by e-commerce, the growth of discount stores, greater attention to social and environmental sustainability, the impact of new technologies, and so on. Interestingly, as observed by a FISASCAT-CISL representative, also the adoption of Law Decree No. 201/2011, by paving the way to the liberalisation of shops' opening hours[20], would have made collective bargaining over these issues less necessary than before. And in general, collective negotiations over working time issues are perceived by the same trade unionist as insufficiently conducted also due to a certain workers' reluctance, despite their relevance for shaping trade services really tailored to specific areas and the needs of their customers.

6.2. Collective bargaining at Coop Alleanza 3.0

[20] The topic of work on Sundays and holidays is pivotal and still highly debated in the retail sector, with trade unions supporting a limitation to work on national holidays to allow workers to spend these days with their families, and employers' associations divided between those who are in favour of liberalisation and those (representing also small shops struggling to compete with large retailers, by guaranteeing openings 365 days a year) asking for a rediscussion of the issue to strike a new balance between consumers', workers' and companies' needs.

The retail cooperative Coop Alleanza 3.0 represents our case study in this sector. It was created, for network optimisation reasons, in January 2016 from the merger of three consumer cooperatives (which were already made up of smaller subsidiary entities and cooperatives): Coop Adriatica, mainly operating in the city of Bologna, though with stores also in other cities of Emilia-Romagna Region and in the Regions of Veneto (in the North of Italy), Marche and Abruzzo (in Central Italy); Coop Estense, mainly operating in the city of Modena, though with stores also in the Southern Regions of Puglia and Sicily; and Coop Nord Est, mainly operating in the city of Reggio Emilia, though with stores also in the Northern Regions of Lombardia and Friuli Venezia-Giulia. Today, Coop Alleanza 3.0 is the largest consumer cooperative in Italy and in Europe with more than 300 stores employing around 18,000 workers, to which are added other 2,000 or more employees of subsidiary companies operating in various sectors (e.g. retail, energy, tourism, etc.). With its workforce, Coop Alleanza 3.0 is therefore deemed to cover approximately 40% of the overall retail cooperatives' sector in Italy. Subsequently, it plays a relevant role in national collective negotiations, both indirectly as a member of the most representative employers' association in the sector, ANCC-Legacoop, which signs the NCLA for retail cooperatives, and directly as one of the member cooperatives sitting behind ANCC-Legacoop at the national bargaining tables and participating in the definition of bargaining demands in closed meetings between ANCC-Legacoop and its associates. Moreover, as reported by a Coop Alleanza 3.0 industrial relations manager, there is a permanent labour committee within ANCC-Legacoop, composed of the HR and industrial relations managers of all associated cooperatives, which is responsible, at the beginning of each national bargaining round, for designing the bargaining strategy with specific reference to wage issues: the latter are indeed the main demands of retail cooperatives during national collective negotiations. As before mentioned, retail cooperatives' almost exclusive focus on wage can be explained by the fact that as for other issues, they are generally capable, as all large and well-structured, to bargain autonomously with their respective worker representatives.

6.2.1. Towards the first Coop Alleanza 3.0 collective agreement: the challenge of harmonising different treatments while also writing something new

Since no comprehensive collective agreement has been signed after the foundation of Coop Alleanza 3.0 in 2016, the different terms and conditions of employment for all workers of the former three cooperatives are not harmonised. Just various one-topic agreements have been concluded between Coop Alleanza 3.0 and trade unions essentially to manage stores' closures and restructurings and related implications for the workforce as well as, more recently, to put in place safety measures to contain COVID-19 and to regulate remote work. As a result, as for general conditions of employment, in addition to the NCLA, whose renewal is moreover being negotiated in these months, workers in Coop Alleanza 3.0 are still covered by the seven firm-level collective agreements signed between 2013 and 2014 by the former Coop Adriatica (which used to sign three agreements respectively for the area of Bologna, for the area of Romagna, Marche and Abruzzo and for the area of Veneto and a further agreement for the managers employed in all areas), Coop Estense (which used to sign one agreement applicable to all workers in the various areas covered) and Coop Nord Est (which used to sign one agreement for blue- and white-collars and a further one for managers).

> 'We have seen other companies in the commerce sector renewing their collective agreements. Conversely, we have been left with the agreements of our cooperatives of origin, which were already good, in the belief that the next renewal *[for Coop Alleanza 3.0 single agreement]* would have been harder. Therefore, it was fine to keep our agreements of origin'. (RSA)

The conviction that designing a new comprehensive collective agreement for Coop Alleanza 3.0 will be particularly difficult is shared also with the cooperative's industrial relations managers.

> ‘For us the challenge will be the definition with trade union organisations of a new collective agreement, that will be the first collective agreement of Coop Alleanza 3.0, by starting from a blank sheet of paper. We have already publicly declared this to trade union organisations and delegates: we do not want to make an update of existing norms, we do not want to create an agreement which gathers all the best conditions currently in place; conversely, we should write new rules, by identifying new balances on the basis of the situation that we are living today and without looking at who loses or wins and what is lost or won. And we will obviously face considerable troubles in this, because there will be areas claiming to lose out with the new agreement and other areas claiming to gain’. (Coop Alleanza 3.0 industrial relations manager)

By and large, collective agreements signed in Coop Adriatica, Coop Estense and Coop Nord Est are very appreciated by trade unions and worker representatives since, though with apparently no formal coordination between their respective bargaining parties, they have all included important issues complementing, adapting and improving the contents of the NCLA, such as: generous trade union rights and paid leaves for trade union activities; various chances for dialogue and discussion between worker representatives and single stores’ managers; a variable pay linked to economic objectives; working time flexibilities and additional working hours for part-time workers (whose hiring has increased especially due to the governmental liberalisation of opening hours and the subsequent growth in work on Sundays and public holidays) in case of need; bonuses higher than those established by the NCLA for working on Sundays or public holidays and notably in the Coop Adriatica agreement for the area of Romagna, Marche and Abruzzo, a bonus for working on Sundays which is proportional to the average sales on the same days; welfare services; and fixed wage elements, which are in addition to those regulated by the NCLA and therefore at odds with the tasks formally attributed to firm-level collective bargaining by national social partners. The fact that fixed bonuses should not be agreed at firm level is moreover well known by signatory trade unions themselves.

> ‘Of course, it *[fixed pay established at the firm level]* is an unorthodox element which is not in line with cross-industry collective agreements’. (FISASCAT-CISL representative)

However, after being introduced in years of economic growth for the sector, these bonuses were maintained until today and according to a Coop Alleanza 3.0 industrial relations manager, it will be hard, during the negotiations for the first Coop Alleanza 3.0 agreement, to modify them. Yet, while fixed bonuses are negotiated although they should not, job classification levels are not always adapted by firm-level collective bargaining although they could be. Indeed, the NCLA for retail cooperatives allows decentralised agreements to regulate job profiles which are still not included in the job classification scheme, since it largely dates back to the 1970s and no longer fully reflects the evolution of sectoral professions. Examples are represented by opticians and pharmacists, introduced only recently following the adoption of Law No. 40/2007 consenting the sales of over-the-counter drugs in grocery stores, as well as butchers and gastronomes, whose tasks have been considerably simplified over time due to technological development and outsourcing processes.

> ‘I give an example: the specialised butcher classified by the NCLA at the third level *[of the job classification scheme]* was a worker who created the various meet cuts to be sold, starting from the whole animal. Therefore, it was a job implying a very high level of professionalism. (…) Today, these tasks are already performed, and our butcher receives vacuum-packed meet cuts, which simply need to be sliced and sold, and he/she no longer has the same level of professionalism as before. (…) Therefore, the level of professionalism, or rather specialisation, has been significantly reduced and the job has been significantly simplified.’ (Coop Alleanza 3.0 industrial relations manager)

Due to the above-mentioned changes, social partners in Coop Adriatica, Coop Estense and Coop Nord Est have succeeded in negotiating a different classification of butchers and gastronomes from that originally proposed by the NCLA, by including them at the fourth level (though with additional economic compensations, which however did not prevent the onset of disputes with single workers) rather than at the third one of the job classification scheme. In contrast, no agreement has been reached, after months of negotiations, in the new Coop Alleanza 3.0 as for the classification of opticians, which is now unilaterally managed by the employer.

> 'While waiting for a new collective agreement *[in Coop Alleanza 3.0]*, we wanted to negotiate provisional treatments for managers, department heads as well as for the new professional figures of opticians. Our NCLA does not even know who opticians are. (…) Therefore, we negotiated for almost one year and we were about to reach an agreement, but it fell through eventually. As a result, we have applied and we still apply employment conditions, as for the job classification and related remunerations, which are unilaterally decided. (…) But we were very close to the final agreement and then, probably because the trade unions have not found a shared synthesis between their different positions, the agreement has not been reached.' (Coop Alleanza 3.0 industrial relations manager)

As implicitly revealed by the above statement, besides the rules of bargaining levels' articulation defined by national social partners, relationships between bargaining parties and their respective intra-organisational characteristics play a relevant role in determining the contents of decentralised agreements.

6.2.2. Striking a balance between centre and periphery in Coop Alleanza 3.0 multi-layered industrial relations

Industrial relations in Coop Alleanza 3.0 are multi-layered given the retail cooperative's geographically dispersed network of stores. Key levels for dialogue and discussion are therefore the national level, the regional or local level (depending on the concentration of stores in a given area) and the single store's level: each level is subject to information, consultation and collective bargaining procedures, though at various degrees of intensity and in relation to their specific issues of interest. Key interlocutors in these processes, as for the labour side, are the national and regional or local structures of the three sectoral trade unions, FILCAMS-CGIL, UILTUCS-UIL and FISASCAT-CISL (organising all together around 50% of the whole Coop Alleanza 3.0 workforce)[21], flanked by workplace labour representation bodies especially in local and store-level discussions and negotiations.

In this regard, it is worth mentioning that partly due to the fragmentation of labour representation (FILCAMS-CGIL is the most representative trade union organising around 70% of all unionised workers, while FISASCAT-CISL and UILTUCS-UIL are more representative respectively in the Regions of Marche and Veneto and in the Regions of Puglia and Sicily) and the structural characteristics of retail cooperatives (made up of various small stores located in different geographical areas), both the workplace labour representation bodies, RSA and RSU, coexist in certain workplaces, unlike what is enshrined in the 2016 cross-industry collective agreement for the

[21] Workers affiliated to UGL Terziario are registered in some Coop Alleanza 3.0 stores in Sicily, but decentralised collective agreements are signed exclusively by the sectoral federations of CGIL, CISL and UIL, which moreover are the sole signatory trade unions of the NCLA applied in the cooperative. Relationships between these three trade union federations are described as friendly and not conflictual, although there can be differences of views and opinions on some issues.

cooperative sector, which clearly specifies that only one type of labour representation must be adopted within a single workplace. Conversely, in some stores of Coop Alleanza 3.0 it has occurred that trade unions which did not present candidates for the election of the RSU because at that time they did not have enough affiliated workers, have later claimed the appointment of an affiliated RSA. Moreover, in the words of a Coop Alleanza 3.0 industrial relations manager, over the years FISASCAT-CISL and UILTUCS-UIL, generally organising lesser workers than FILCAMS-CGIL, have refused to participate in the elections of RSUs, because the RSU representation model, especially in small stores with a low number of potential RSU members (which is proportional to the size of workplaces), would have penalised their candidates. Therefore, they have increasingly opted for the appointment of RSAs, which now prevail in Coop Alleanza 3.0 stores.

> 'It is clear that this *[the coexistence of RSAs and RSU members in certain stores]* is an issue of discussion with the cooperative which would rather like to have a unique interlocutor'. (FISASCAT-CISL representative)

But in line with what occurs in many other large and geographically dispersed companies (see in this report, the case of Enel), workplace labour representation bodies seem to play only a limited and rarely autonomous role in collective bargaining, always supported by trade unionists. Besides being regularly (approximately every three months) informed of budget issues and the performance of the overall cooperative and single stores and consulted in case of closures or restructurings, they do not generally sign collective agreements with managers. Few exceptions have been reported with reference to the establishment of single stores' objectives linked to variable pay and the negotiation of certain flexible working time solutions. But even in these cases, consistently with the rules set by the NCLA but unlike what established in the 2016 cross-industry agreement for the cooperative sector (pursuant to which, firm-level agreements can be valid if signed by the majority of RSU members or by the most representative RSAs), local trade unionists would sign workplace agreements as well. It is thus no wonder that worker representatives and trade unionists talk constantly with each other both in person and through technological devices: working groups at the various levels (single store, local area, national level) have been established to allow delegates and local or national trade unionists to exchange information and opinions. But despite such constant and synergic relationships, dialogue and bargaining with trade unions are still valued by managers more than those with RSAs or RSU members.

> 'It is clear that higher is the reference level (either national or regional), more qualitative are industrial relations. It is clear that closer you get to the store, more practical and operative the dialogue will become'. (Coop Alleanza 3.0 industrial relations manager)

The role of the workplace and local levels of discussion has been moreover weakened recently due to the merger process and the creation of one single cooperative. Indeed, whether regional and local trade unions used to sign Coop Adriatica agreements for the areas of Bologna and Veneto as well as to participate in the various information and consultation procedures referred to the many regions and territories covered by Coop Adriatica, Coop Estense and Coop Nord Est, the foundation of Coop Alleanza 3.0 has somehow centralised, at least for a period, collective bargaining and industrial relations.

> 'To uniform the approaches of discussion with stores' and local areas' labour representatives, in the first two years following the creation of Coop Alleanza 3.0, we have chosen to centralise industrial relations almost exclusively at the national level. (…) It is clear that each cooperative had reasonably developed, over the years, ways of discussion and relation with its reference labour representatives, which were respondent to its own needs and ways of working. But with the creation of a unique cooperative, it was essential, in order to avoid a

> Babel *[of rules]* and to favour fruitful and homogeneous relationships, to demolish all the practices and rules of relation, bringing back everything to the centre. This has led to huge problems with trade union organisations, which blamed us to destroy years of industrial relations, by telling us that from the foundation of Coop Alleanza 3.0, there are no longer the same industrial relations as before'. (Coop Alleanza 3.0 industrial relations manager)

In such context, it is not by chance that a FISASCAT-CISL representative wonders:

> 'What kind of role can we, at the national level, now attribute to local actors, who were entitled to decentralised bargaining until yesterday?' (FISASCAT-CISL representative)

A partial answer to this question is provided by a Coop Alleanza 3.0 industrial relations manager, according to whom, over the last two years, the cooperative has given centrality and value back to the local and workplace level, especially by initiating discussions and signing regional or local agreements, which implemented the contents and objectives defined in national agreements, with reference, for instance, to stores' closures and restructurings. However, relationships at the local or regional level are still a reason for concern to the cooperative, especially because interlocutors from the labour and management side at this level have different organisational structures rarely mirroring each other, thus leading to confusion and misalignment in negotiations which inevitably hampers homogenous treatments.

> 'I give an example: we have the organisational unit named Emilia Nord including the provinces of Modena, Reggio Emilia and a part of Lombardia Region and hence for us, this area is a unique level and what is done in Modena should be identical to what is done in Reggio Emilia, but for trade unions there is a difference between Modena and Reggio Emilia because the two areas are covered by different local trade union representatives. Our organisation moreover foresees multi-regional units, like that of Marche and Abruzzo. Therefore, we should find with trade union organisations an industrial relations model with defined actors'. (Coop Alleanza 3.0 industrial relations manager)

This issue of the identification of bargaining parties at various levels and notably, their specific competences, is meant to be clarified in the negotiations for the first Coop Alleanza 3.0 collective agreement. Confusion on the subject is perceived as a problem also by worker representatives who attribute it to the merger and the difficult reorganisation process within the cooperative.

> 'Industrial relations still have to find a proper definition because in this period of stalemate during which the cooperative has reorganised itself and presented us various organisation charts, we still don't know who should talk with whom and about what'. (RSA)

6.2.3. Labour-management 'cooperative' relations at the test of current economic troubles

Industrial relations in Coop Alleanza 3.0 are largely described as positive and cooperative by both worker representatives and managers. Labour-management meetings are frequent and occur also beyond collective negotiations. Besides few exceptions motivated by serious difficulties (see below), social partners in the cooperative generally comply with collective agreements and when there are problems compromising the proper application of a decentralised agreement, managers prefer to withdraw from it and start negotiations for a new one.

Unions' appreciations for the three former cooperatives making up Coop Alleanza 3.0, and notably for Coop Adriatica, derive from their historical sensitivity to workers' issues and their considerable

investments in worker skills' development. Also trade unions have been largely respected by management for their capacity of understanding the cooperative's demands.

> 'At present, though with single specificities and necessary mediations, trade union organisations have given credit to business demands, by signing important agreements for the relaunch of the cooperative. It is clear that now the main test bench will be the *[Coop Alleanza 3.0]* collective agreement'. (Coop Alleanza 3.0 industrial relations manager)

References to the trade unions' commitment to support the cooperative's investments and employment, are made by a FISASCAT-CISL representative as well, describing this pragmatic labour approach especially in occasion of Coop Estense's engagement with the relaunch of Southern Italy's grocery stores at the beginning of twenty-first century.

> 'There was, in the first decade of the 2000s, the challenge of Southern stores. Coop Estense bought superstores abandoned by Carrefour in Southern Italy. The cooperative therefore played an almost counter-cyclical role at that time, because while other retailers were leaving, it made considerable investments to revitalise those stores in areas of the country where the average basket is pretty limited. And therefore, industrial relations' players committed themselves to save retail cooperatives in the South of Italy, by also derogating from the Coop Estense decentralised agreement (…). To save employment, we signed an agreement with Coop Estense to suspend the application of a significant part of its collective agreement to certain workers'. (FISASCAT-CISL representative)

However, the scenario is very different today since more serious and deeper economic difficulties (led by the financial and economic crisis of 2008 and the recent impact of Covid19 pandemic as well as by more profound changes in consumers' behaviours towards e-commerce and farm-to-table and sustainable products) are pushing the cooperative to sell all stores in Sicily Region and to reduce the areas of the stores located in Puglia. And there is the perception among trade unionists that to face such huge problems, industrial relations are no longer enough, and managers are indeed opting for solutions other than those achievable via collective bargaining.

> 'The cooperative is now attempting to respond to these challenges with entrepreneurial decisions that are then implemented with no involvement of trade unions. We are no longer in the situation when stores could be saved by simply suspending the application of the decentralised agreement, because it is clear that more impactful actions are needed. (…) We as FISASCAT-CISL representatives have tried to give our contribution to finding useful solutions to reduce the impacts on labour, but the cooperative has not listened to us and it is still convinced that it should sell the whole Sicilian trade network'. (FISASCAT-CISL representative)

Therefore, after failing to contrast the cooperative's decision to abandon Southern areas, trade unions are now called upon to merely manage the social implications of such radical managerial choices, by safeguarding jobs and decent labour conditions also against the threat of 'pirated contracts' in partner companies. After all, there exists a certain conviction among trade unionists that the retail sector is so complex today and attentive to changing consumers' preferences (we should also consider here that Coop Alleanza 3.0 is a consumer cooperative) that trade unions should step back sometimes and trust entrepreneurial assessments and plans, thus acting exclusively within the framework of objectives set by management.

> 'I think that bargaining choices should be made within a framework of objectives which only the entrepreneur can define (…). Once the cooperative has a clear industrial plan for the next

three or five years, then enabling elements can be introduced via collective bargaining'. (FISASCAT-CISL representative)

In a scenario where the main challenge seems to be represented by the rethinking of the concept of superstores, due to their increasingly unsustainable costs and the subsequent need to reduce their size and shift to the selling of fresh products (the only ones that could resist the growth of ecommerce), it is no wonder that key issues raised by trade unionists and proposed for discussion in the next bargaining round mainly relate to workers' reskilling and internal (via internal job posting and mentoring) and external (via early retirement and generational turnover plans) professional mobility paths, which should be collectively defined and implemented and made more transparent.

The objective to relaunch the cooperative, by boosting its economic efficiency and lowering its costs, is considered as the main current driver of change in labour-management relations by the cooperative itself. More specifically, this impelling concern appears to gradually worsen the industrial relations climate, by testing both bargaining parties. On the one hand, according to a Coop Alleanza 3.0 industrial relations manager, trade unions (which, to be honest, have always experienced high members' turnover rates and very fluid affiliations), have become less and less representative and are now largely gripped by the demands of the most antagonist and radical fringe of their rank-and-file which steers them towards a narrow-minded approach jeopardising their capacity of making a synthesis between different worker positions and finding the necessary legitimacy among the whole workforce to sign effective agreements with management. The failure to reach an agreement on the job classification of opticians is considered as a result of such difficulties of union leadership. In this context, it is no wonder that informal negotiations with few trustworthy trade unionists, regarded as more spontaneous and freer from the constraints imposed by canonical slow rituals and rank-and-file high expectations, are sought and more appreciated by managers than formal ones. Moreover, unilateral communications with single workers are sometimes preferred over collective discussions to avoid possible manipulations by certain trade union leaders and misunderstandings.

> 'For certain specific issues like stores' closures, with the support of department heads (…), we have involved all employees. In the sense that we have convened specific meetings, where we have informed the employees of certain choices of the cooperative, thus not leaving the issue in the hands of trade unions. In essence, when we have to communicate the closure of a store, we convene contemporarily both a meeting with trade unions and meetings with single employees. We do this because we think that certain information should be given directly by the cooperative and should not be mediated by trade unions, which would then clearly provide their own useful interpretation' (Coop Alleanza 3.0 industrial relations manager).

On the other hand, the cooperative is blamed by worker representatives for focusing too much on productivity, thus losing sight of its founding values and 'distinctiveness' and getting closer and closer to the organisational and labour relations model of hard discount stores.

> 'Since its foundation in 2016, the cooperative has emphasised its distinctiveness, lying in its attention to the world, the environment, fragile people, lawfulness, (…). But such distinctiveness that they *[managers]* announce is lacking lately (…). The cooperative is a bit less collaborative, because it is more worried about budgets and it is losing sight of its founding values. (…) Our commitment will be to make sure that the cooperative continues to be a cooperative. When a cooperative declares to be a cooperative and announces its distinctiveness, such distinctiveness must then be implemented and maintained.' (RSA)

Overall, as a consequence of the ongoing reorganisation process and the stronger orientation to business, the cooperative is perceived as too internally troubled to devote the same energies as before

to industrial relations, thus properly listening to trade unionists and worker representatives and looking for sustainable compromises and win-win solutions. It is within this delicate climate that bargaining parties are approaching the negotiations for the first comprehensive Coop Alleanza 3.0 collective agreement.

7. Comparative between case studies and conclusions

7.1. Comparison

7.1.1. A plurality of trade unions, employers' associations and sectoral agreements in a self-regulated industrial relations landscape

All the three analysed sectors reflect the fundamental and traditional features of the industrial relations system in Italy as described in literature: namely, union pluralism, the increasing fragmentation of employers' associations, a high level of voluntarism and no automatic *erga omnes* effect of collective agreements (Leonardi, Ambra & Ciarini, 2017)[22]. Divergencies between sectors mainly concern the intensity and spread of such characteristics and their impact on the tightness and performance of the system.

Specifically, whereas the presence of various trade union associations with different ideologies and background is reported in all industries, inter-organisational conflicts have historically been fiercer in labour-intensive industries, notably the metalworking and retail sectors, especially in the phases of intensification of competitive pressures in the past few decades, when 'separate agreements' (not signed by the sectoral federations of CGIL) were concluded at the national level, contributing to further hostility also at the company level. By contrast, despite the profound transformations (i.e., liberalisation, international competition) that also the electricity industry had to face over the past years, relationships between the main trade unions as well as between them and employers have generally been more relaxed, at least until now, possibly due to the capital-intensive structure and the sectoral employment characteristics of this labour market, enabling relatively good working conditions and an extraordinary sense of responsibility and commitment of electrical workers to their job as well as to the end-users. As for smaller organisations and independent trade unions, though existing and competing for membership in all analysed sectors, they generally do not interfere with collective negotiations performed by CGIL, CISL and UIL at the three analysed companies. On national level, instead, whereas rank-and-file movements like COBAS and CUB do not sign collective agreements, some minor confederated unions like CISAL, CONFSAL and UGL either sign 'separate' agreements with the same employers' associations which CGIL, CISL and UIL bargain with, or conclude with different business associations alternative collective agreements.

Fragmentation of employers' associations is indeed a further relevant issue in Italy, which has increased across economic sectors, and, with specific reference to our case studies, especially in the metalworking (e.g., with the exit of FCA from Federmeccannica-Confindustria and the foundation of Confimi as an alternative to Confapi) and retail sectors (e.g., with the exit of Federdistribuzione from Confcommercio), where the emergence of new employers' associations resulted in a parallel growth of NCLAs competing with one another. In Italy, this physiologic phenomenon of business interests' fragmentation and specialisation, which results from the traditional pluralistic character of collective interests' representation, is complemented with the pathologic development of 'pirated' collective bargaining, especially in the retail sectors (Tomassetti, 2017b). Indeed, where outsourcing practices are particularly widespread and profit margins are thin, competitive pricing strategies imply, especially in small and micro firms at the bottom of the commercial value chain, the non-compliance with the NCLAs signed by the most representative trade unions, and the lowering of labour standards and wages via fraudulent practices, including (but not limited to) the application of 'pirated contracts' (Garnero, 2017). Conversely, in the electricity industry, the progressive convergence of most operators towards the archetype of the multi-utility and internationalised corporation has reduced the original structural differences between Enel (which was the sole national provider of electricity for

[22] For classical discussion on these aspects, see Giugni, 1957.

several decades), municipal companies and private firms, thus strengthening the representativeness of the main employers' organisation Elettricità Futura-Confindustria and its NCLA, which is jointly signed today by a number of bodies, including the other employers' associations Utilitalia-Confservizi and Energia Libera and the joint stock companies Enel, GSE, SOGIN and Terna. As a result of these trends, the NCLA in the electricity industry has been largely spared by the competition from 'pirated contracts'. By contrast, it appears to be particularly threatened by the growth of small companies focused on very specific fields in the electricity industry (i.e., renewable energy sources, electricity distribution) justifying the application of other representative NCLAs (e.g., those of the metalworking and the tertiary sectors), as well as somehow challenged and stimulated by the pervasiveness of company-level collective agreements, urging the NCLA to keep up with the innovativeness and regulatory strength they display especially in multi-utility and large-sized companies. It is therefore no wonder that in response to the first issue, in the latest renewal of the NCLA for the electricity industry, not only the application scope was redefined to include also those operators involved in the emerging fields of energy efficiency, renewable sources and customer services in trade activities, but the parties committed themselves also to the definition of 'lighter' regulations of both economic and normative aspects for these players, which nowadays are particularly attracted by other sectoral NCLAs. With the 2021 update to the NCLA, this different framework was laid down. Similar interventions towards a flexibilisation of the NCLA's structure, though not representing a novelty in the Italian industrial relations landscape, especially for those NCLAs encompassing different sectors (see, for instance, the special regulations for collective catering, bathing establishments and other subsectors laid down in the NCLA for public facilities), seem to be increasingly advocated. For instance, with reference to the NCLA for the metalworking sector, where ad hoc regulations in the fields of working time and work organisation are already laid down for steel and automotive companies, a FIM-CISL representative suggests strengthening such normative differentiations and possibly introducing them also for companies operating in the IT branch. In an effort to contrast the spread of 'pirated contracts', also the NCLA for retail cooperatives lays down different terms and conditions of employment for micro and small enterprises, provided with solutions of organisational flexibility which are more generous and easier to enforce. By and large, these trends seem to unveil certain NCLAs' attempts of adaptation to the increasing specialisation, fragmentation and reconfiguration of economic sectors (Tomassetti, 2017b), which have proved to foster sharp divisions and dangerous loopholes within traditional collective bargaining systems.

7.1.2. Collective bargaining at company level between expectations and reality

On closer inspection, though, according to the functional articulation of collective bargaining levels, firstly envisioned by the Giugni Protocol of 1993 also known as the 'Constitution' of industrial relations in Italy (Pietrogiovanni & Iossa, 2017), requests for flexibility within sectors should have been partly fulfilled, in principle, via the promotion of an adequate development of decentralised bargaining both in quantitative and qualitative terms. From 1993 many cross-industry and sectoral agreements have tasked firm-level collective bargaining with stimulating competitiveness, essentially by designing variable wage schemes linked to productivity or efficiency results and by exercising normative powers for improvement, adjustment and, upon specific conditions, derogation of certain labour standards, which have been delegated to it by NCLAs. Yet, despite this normative flexibility as well as the attempts to boost second-level collective bargaining through governmental economic incentives (especially after the onset of the 2009 economic crisis), the development of decentralised bargaining is still limited in Italy and, as noted by interviewed social partners, due to current economic difficulties, a decreasing trend in the number of company-level collective agreements in both the retail and metalworking sector is even observable. In this scenario, the electricity industry stands out for maintaining very high levels of company-level collective bargaining coverage, thanks to the prevalence of very large and geographically dislocated electricity operators. Nevertheless, just for the

same reasons and given the key role of few electricity companies also as national-level negotiators, the difference between sectoral and decentralised bargaining, in terms of both agents and contents, is quite blurred. On the one hand, indeed, it is the NCLA which provides for the specific amount of money which company-level collective bargaining must devote to performance-related pay; and on the other hand, decentralised bargaining in the sector is usually conducted with national trade unionists at the company-central level with few opportunities for single plants' or local articulations' players to autonomously negotiate and implement differentiated arrangements. But even when decentralised bargaining does take place in Italy as a concrete opportunity to address context-specific needs, there is no guarantee that it actually serves to promote a high-road to productivity (Tomassetti, 2017c), since unlike what indicated in NCLAs, fixed and compressed pay structures may still be negotiated, while other opportunities for flexibility and innovation (e.g., with reference to job classification schemes or the strengthening of worker participation structures) may not be seized nor substantially put in place. In contrast, it is not uncommon that trade unions tend to impede the use of flexibility that NCLAs directly recognize to the management, imposing the renegotiation of flexible work arrangements in firm-level collective agreements in exchange for wage rises or other normative concessions (Tomassetti, 2017b).

Few examples of such misalignment between the functional articulation of bargaining levels, as envisioned in cross-industry and sectoral agreements, and the concrete practices of decentralised negotiations, have been experienced quite homogeneously across the three analysed sectors, hence proving to be unrelated to the degree of autonomy boasted by workplace representation structures (whether they embody the union-model, RSA, or the works council-model, RSU) from sectoral trade unions, during negotiations on corporate level. Indeed, out of the three main NCLAs agreements analysed in this report, only the NCLA for the metalworking sector, by referring to the latest cross-industry agreements, bestow upon RSU members alone the entitlement to bargain and conclude valid agreements at corporate level, although in practice unions often support or participate in the negotiations. By contrast, according to the NCLAs for the electricity industry and retail cooperatives, the right to negotiate decentralised agreements is attributed to workplace representation bodies along with trade union organisations. This is laid down at odds with the interconfederal agreements applied to both sectors, pursuant to which firm-level agreements can be binding if signed by the majority of RSU members or by the most representative RSAs and the majority of workers. Moreover, at Enel and Coop Alleanza 3.0, which are both very large and multi-location companies covering many parts of the Italian territory, the bargaining role of national and regional/local trade unionists is stronger than that of workplace labour representatives, since discussions and negotiations are mostly conducted, for the management's will to harmonise conditions, at the central-corporate level. By contrast, at TenarisDalmine, which is concentrated in few specific sites, while maintaining close relationships with trade unions, RSU plays a prominent role in collective bargaining at each production unit and especially at each department. This is moreover favoured by the presence, at the main factory site in Dalmine, of two RSU members (called 'detached delegate' and his/her lieutenant) per each representative trade union, who, pursuant to longtime agreements, are released from the work in the factory and paid by the employer to exclusively deal with workforce representation's issues. Yet, in spite of these diverse normative and structural conditions, which strengthen the role of worker representatives at TenarisDalmine while weakening their power at Enel and Coop Alleanza 3.0, the case studies analyses shed light more or less equally on some problems of enforcement of sectoral agreements or, better to say, on certain difficulties of decentralised bargaining to fully fulfil all the tasks and functions which have been formally attributed to it by NCLAs. The reference is essentially to the provision, in companies from both the metalworking and retail sector, of fixed pay increases, although they should be confined to sectoral agreements, and the reluctancy of decentralised bargaining to take advantage of all the normative flexibility offered by NCLAs, for instance, in the fields of working time (especially in the retail sector) and job classification (in the retail and electricity sectors). Explanations for such leaks in the 'depth' of collective bargaining

(Clegg, 1976), should however not be sought in the formal distribution of competences between bargaining actors (after all, trade unions are found to exert an influence on decentralised bargaining in all analysed companies, regardless of national rules as well as of the model of workplace labour representation adopted, whether it is RSA or RSU) and not even, or at least not exclusively, in the criteria of coordination between bargaining levels. Indeed, while, in line with Paolucci and Galetto's (2020) findings, it is true that 'normative styles' of delegation matter and notably, that issues delegated via demarcation (i.e., performance-related pay) tend to be negotiated more frequently than those devolved via 'opening clauses' (i.e., experimentations in job classification schemes), it should not be neglected that fixed pay elements on corporate level are reported by interviewees operating in both the metalworking and retail sector, despite the clear recommendation, expressed in NCLAs, to exclusively concentrate on variable wage. Moreover, it should not be underestimated, as argued by some business representatives, the role potentially played, for quite some time, by governmental economic incentives in boosting the negotiation of performance-related pay on corporate level, although official data proving such relationship have just recently been released (Bergamante et al., 2018; CNEL, 2019). For these reasons, there must be variables other than coordination rules which deeply influence in Italy the dynamics and outcomes of decentralised bargaining.

7.1.3. The role of power for collective bargaining coordination and enforcement

Power relations at firm level are in fact of utmost importance, especially in a self-regulated industrial relations system like the Italian one, to steer decentralised bargaining towards certain outputs rather than others. In this sense, certain weaknesses of trade unions and worker representatives, expressed not so much by density rates (which are still quite high in all analysed companies, though in downtrend especially at Enel and Coop Alleanza 3.0) but rather by shaky internal cohesion and poor narrative capabilities (Lévesque & Murray, 2010), appear to reduce the probabilities to conduct forward-looking decentralised bargaining over certain topics. For instance, at TenarisDalmine, where the negotiated pay still is partly fixed, a RSU member highlights the struggle to convey the necessity of mediation with management, to the majority of workers who are against really variable and performance-related bonuses. Similarly, at Coop Alleanza 3.0, very fluid and unstable worker affiliations would make trade unions so gripped by the demands of the most antagonist and radical fringe of their rank-and-file that they have been incapable, after months of negotiations, to find the necessary internal legitimacy to reach an agreement with management on the job classification of a new professional role. It is unsurprising that at both TenarisDalmine and Coop Alleanza 3.0, where labour representatives seem to experience concrete problems of collective cohesion, company-level agreements are binding generally after their approval by the majority of workers, in spite of the procedural rules established in cross-industry agreements (according to which, a referendum among workers would not be necessary, except in companies with RSAs, upon request by at least one trade union organisation among those adhering to CGIL, CISL and UIL or at least 30% of the company workforce). At Enel, instead, where trade union involvement in decision-making processes has been historically favoured by managerial support, relationships between local trade unionists and their constituents suffer mostly from the management's choice to bring to the central-corporate level the discussion on plant-specific issues, with the aim to negotiate with national trade unionists, flanked and homogeneous solutions for all sites and territories, to the potential detriment of local peculiarities and needs.

In this context, it is management, more and more challenged by national and international competitive pressures, which primarily dictates the times and styles of decentralised bargaining. Not only, according to trade unions, discussions on job classification-related issues are generally postponed by Enel representatives and therefore left to unilateral management, but also the so-called 'assistance' procedure (consisting of the support provided by RSU to individual workers in case of transfers or other issues concerning the single employment relationship) is perceived as removed from latest firm-

level collective agreements and replaced by bilateral commissions on various topics, which are though scantly effective. Managerial responses to unfavourable market conditions are nowadays significantly influencing industrial relations also at Coop Alleanza 3.0, where after some experiences of concession bargaining which were helpful to boost investments in new jobs in early 2000s, the cooperative's decision to abandon Southern stores has just enshrined the insufficiency of collective bargaining to deal with current economic challenges and convinced trade unions to act merely for the mitigation of the social implications of such managerial choices. Conversely, at the steel plant of TenarisDalmine, where workers still boast a strong structural power (Silver, 2003), managerial interests appear to be better offset by workers' demands and this explains certain different economic and normative provisions agreed exclusively in that department. However, also in this context, workers' structural power enabling successful labour confrontational practices in collective negotiations, is the result of precise business choices oriented to the enhancement of Dalmine steel plant's strategic positioning within the Tenaris system.

It follows that power relations, clearly affected by market and structural conditions, including the shrinking number of core workers employed in the analysed sectors, do impact on processes and outcomes of decentralised bargaining and therefore, on the degree of vertical coordination between bargaining levels. In addition, power relations explain certain problems of enforcement which also concern company-level collective provisions. For instance, at Enel, RSU members would display their weakness in both insufficiently fighting for their information and consultation rights as regards the periodic results of the economic objectives linked to variable pay schemes, and in failing to take advantage of the bilateral committees introduced via decentralised bargaining to really affect decision-making processes on pivotal issues. Moreover, at TenarisDalmine non-compliance with contractual rules derives not only from doubts about their interpretation but also from trade unions' unwillingness to fulfil certain contractual obligations during periods of confrontation with management. Interestingly, collective provisions at the factory may not be implemented also when they prove to be substantially inapplicable. This happens, for instance, with refence to the professional role of the 'senior managing leader', introduced via decentralised bargaining in 2015 but in practice, hardly discernible from other figures, and the bilateral commission on work organisation, which was designed as such that it can be rarely convened, and its tasks are now mostly performed by RSU members in area-specific discussions. Overall, looking at the poor performance of some bilateral committees at both Enel and TenarisDalmine, procedural issues appear to be more hardly enforced in all their aspects, than normative ones. This could be explained by the higher degree of 'incompleteness' (Hart & Moore, 1999) of such collective provisions: the implementation of information and consultation procedures, for instance, can be subject to so many unpredictable contingencies and problems that cannot be included in collective agreements, and this significantly widens the margins for interpretation and discretion by single parties. It is not by chance that even when procedures are laid down in collective agreements, parties can still disagree on what information and consultation really mean, on the specific issues which should fall within the competences of a bilateral commission as well as on the methods and times to carry out joint analyses and discussions. To make procedural rules work, 'social capital' (Putnam, 1993) elements, like shared values and ideas and a sense of trust and commitment to working together, are therefore highly necessary in labour-management relationships, but unfortunately, they are quite scarce even in non-conflictual workplaces, like those analysed in this report.

7.1.4. Overcoming the decentralisation-deregulation argument in Italian workplaces

The above-described critical issues must not overshadow the vast majority of collective provisions which have been reached in all analysed companies, in coordination with both the regulatory possibilities offered by NCLAs, following the criteria of *ne bis in idem* and delegation, and above all, the favourability principle (which has historically informed in Italy the relationships between

different sources of labour regulation at various levels), such as: the establishment of labour-management committees for the joint analysis and discussion on targeted issues, the regulation of variable pay schemes, the definition of flexible working time solutions, the provision of welfare and work-life balance measures, the design of dual apprenticeship paths, and so on. By contrast, with the exception of few experiences in the retail sector, the resort to opting out opportunities, enabled and controlled by sectoral social partners, has not been reported by interviewees and it is not evidenced in the analysis of collective agreements. For this reason and against a misleading view – as a matter of fact, backed more at the international level rather than in Italy – of decentralisation as the 'anteroom' of deregulation (Carrieri, 2021), we should acknowledge the firm-specific 'efficiency, equity and voice' (Budd, 2004) balances that decentralised bargaining can strike, and it actually stroke at TenarisDalmine, Enel and Coop Alleanza 3.0, though not always in manners strictly coherent with the functional articulation of collective bargaining levels, as historically outlined in national agreements. In this sense, decentralised bargaining, at least in the three large analysed companies, stands out for its autonomy in finding solutions and compromises, which are tailored to the specific needs of workers and employers (Tiraboschi, 2021). Examples can be found in a number of collective provisions reached in the past few years, such as: Coop Adriatica's (one of the three cooperatives that merged into Coop Alleanza 3.0) variable pay for working on Sundays, which is proportional to the average sales on the same days and was proposed by trade unionists in response to the cooperative's request for a reduction in the amount of fixed bonuses; Enel's agreement on the voluntary donation by white collars working from home as well as the employer, of vacation days to blue-collars who, right after the onset of the COVID-19 pandemic, were prevented from working at the plants to contain the contagion; and TenarisDalmine's provision on an expansion of working time flexibility up to 136 hours in two years (instead of 120 hours as established in the NCLA), which was compensated with generous economic bonuses and rest periods.

Therefore, claims for efficiency and equity confront each other every day at the workplaces, although their intensity and nature change in relation to different structural and market conditions. For instance, the processing of steel in a continuous cycle raises managers' pressures at TenarisDalmine for bargaining over work organisation and work shifts, whereas digitalisation particularly affecting thermal power plants, places emphasis on workers' professionalism and training at Enel, and economic difficulties at Coop Alleanza 3.0 are strengthening the cooperative's orientation to efficiency goals and apparently outshining its traditional sensitivity to workers and their needs. In the end, the degree of balance that is achieved between these opposite claims highly depends on the different power resources (e.g., discursive and network capabilities, knowledge and expertise on bargaining issues, internal cohesion, etc.), and before that, diverse visions and cultures, which both parties can bring to the bargaining table. In this respect, regardless of the specific functions which national governments and social partners have historically conferred to decentralised bargaining, the interviews cast light on two main ideas shaping single parties' approaches to company-level negotiations: the one, particularly supported by trade unions and worker representatives, according to which decentralised bargaining should always improve labour standards fixed in NCLAs; and the other, backed by employers as well as some trade unionists, according to which decentralised bargaining should adapt the standards set in NCLAs also in a way to improve flexibility and competitiveness. While constantly searching for compromises between the above-mentioned interests and visions, decentralised bargaining has sometimes ended up introducing also original topics and elements (outside the scope of delegations though in line with the *ne bis in idem* criterion of coordination), which would have been addressed in sectoral agreements and therefore extended to all workers, only at a later stage. The reference is, for instance, to 'smart-working' and the economic valorisation of relational and team-working skills, which have been included in TenarisDalmine agreements for a long time and only recently tackled in the NCLA for the metalworking industry. And the same can be said as for the issue of dual apprenticeship, firstly introduced in Enel collective agreements and later in the NCLA for the whole electricity industry. In this sense, decentralisation

not merely distinguishes itself from the concept of deregulation but also represents the exact opposite of it, being an outpost of regulation firstly in the workplaces and subsequently, through a bottom-up process, for entire economic sectors.

7.2. Conclusions

7.2.1. Collective bargaining articulation at the test of time

In the light of these findings, it is no wonder that many interviewees from both the labour and employer side, while not wanting to diminish the role of NCLAs in fixing inviolable minimum standards and defining the scope of possible derogations, propose that with respect to decentralised bargaining, sectoral agreements draw just general guidelines, leaving local parties with sufficient trust for picking what best fits for their own organisational and productive needs. This argument appears to be at odds though with the removal, since the 2012 renewal, of the criterion of *ne bis in idem* from the NCLA for the metalworking sector and the confirmation of the sole principle of delegation. However, in spite of all the specific delegations to decentralised bargaining which are laid down in NCLAs, local parties' autonomy in finding their own solutions and compromises is evident in most of the Italian companies which, by virtue of their structural characteristics and degrees of unionisation, are covered by decentralised agreements (ADAPT, 2019s; ADAPT, 2020a). Moreover, when decentralised agreements are reached at large firms with multiple locations in various geographical areas like Enel and Coop Alleanza 3.0, the breadth and type of their contents and their application scope make them even resemble national sectoral agreements. If this is the case, then, we should worry not so much about the spread of decentralised bargaining to the detriment of national labour standards (representing a marginal threat today, thanks to the role played by trade unions and worker representatives in unionised workplaces) and rather, about the significant delays of decentralised parties in diverting their mediation and bargaining skills to the building of high-road competitive and innovative paths. In this sense, it is striking that the digital and environmental challenges currently faced by TenarisDalmine impact quite little on both company and trade union expectations for the next collective bargaining rounds, hence confirming the overall ousting of industrial relations from developmental issues, especially at their planning phases, as shown by literature (see paragraph 3.2. in this report). In addition to this, the issue of all those companies which are still out of the coverage of decentralised bargaining and more and more often, also of the scope of the NCLAs signed by the most representative trade unions, is of growing concern to experts, politicians and practitioners in Italy.

It is against the above trends, that traditional collective bargaining arrangements are called to test their resilience. On the one hand, they should ensure the reproduction of collective bargaining culture and trust-based labour relationships from national to local levels, which is a prerequisite for truly 'organised decentralisation' beyond the mere delegation of bargaining competences (Ilsøe, 2012). Interestingly, it has been claimed – to be fair, with reference to legal delegations to collective bargaining, but we could apply the argument also to contractual delegations -, that they could limit, rather than actually promote, social partners' action; and that real promotion of collective regulation would consist, not so much, of the delegation of an increasing number of issues but conversely, of the creation of the conditions (i.e. the empowerment of trade unions and workers' representatives) for its development (Gottardi, 2016). Partly in line with this argument, as urged by Carrieri (2021), it is horizontal coordination, and therefore the diffusion of strategic priorities and coherent practices among trade unionists at all levels, which should be enforced, alongside vertical normative coordination, which has traditionally established what micro-level actors can or cannot do. On the other hand, collective bargaining should contrast wage and social dumping via the opportunistic application of 'cheaper' NCLAs especially by small firms, which are moreover largely incapable to bear the transaction costs necessary for benefitting from the flexibility 'openings' agreed to

decentralised bargaining (Bulfone & Afonso, 2020). Whereas the first objective requires stronger investments in empowering and sensitizing local parties e.g., via training, coordination and monitoring activities such as those set up in the NCLA for the chemical and pharmaceutical sector (ADAPT, 2020a) yet still not adequately impactful across all sectors, the latter is forcing NCLAs to take responsibility also of those efficiency and flexibility needs, which had traditionally been charged to the sole decentralised bargaining. That is why a better differentiation of sectoral regulations according to the various types of companies and branches is advocated and already implemented by some national social partners.

The regulatory autonomy of decentralised bargaining, especially in large companies, and the flexibilisation trends in the structure of NCLAs seem to mirror the growing fragmentation of economic sectors and production processes in Italy. The latter are indeed more and more articulated in complex networks, made up of few core leading companies, usually unionised and covered by decentralised bargaining, which impose purchasing terms and conditions to their multiple (sub)suppliers and (sub)contractors: the lower their position in the subcontracted value chain and the more they tend to be unfamiliar with trade unions and collective bargaining and to struggle to respect even the minimum labour standards fixed in the most representative NCLAs (Rizzuto & Tomassetti (Eds.), 2019). Whereas the formal hierarchical articulation of collective bargaining levels still seems to largely ignore the vertical disintegration of production occurred in many industries in the last fifteen years, these developments are already impacting on the everyday functioning and performance of industrial relations on both national and corporate levels. The efforts of trade union organisations at Coop Alleanza 3.0 to leverage the cooperative, in order to make its franchise companies respect decent labour conditions against the threat of the application of 'pirated agreements', is a further indication of that.

7.2.2. Polarised collective bargaining models and the weaknesses of workplace labour representation in the shade of formal arrangements

By and large, whereas a two-tier collective bargaining system, inspired by the logic of 'organised decentralisation', continues to be outlined in cross-industry and sectoral collective agreements, the scope and extent of its concrete implementation tend to vary in relation to different sectors and above all, company sizes. In this sense, it is possible to shed light on at least two main models of collective bargaining articulation at firm level. The first concerns very large companies at the top-end of the value chain, like those analysed in this report, which are generally unionised and covered by decentralised bargaining boasting a certain autonomy from NCLAs and their coordination rules in regulating a wide range of issues and finding diverse and original solutions to firm-specific organisational and productive needs. In this context, despite the formal two-tier structure and functional hierarchy between the two levels, a fully decentralised model seems feasible and partly already in place, without derogations of labour standards and overall, with beneficial results for both employers and workers. Moreover, in large multi-location companies covering many parts of Italy, the distinction between the first and second level of collective bargaining tends to be compromised not only by the considerable regulatory capacity of decentralised parties, but also by a centralisation trend in firm-level collective bargaining which, by favouring negotiations at central-corporate level rather than at single plants or workplaces, reduces the 'spatial' distance between the two contractual levels and flattens the respective differences in terms of actors, functions and contents (see also Tomassetti, 2017b). In this first scenario, the provision by national agreements of just general guidelines and efficient procedures for the transfer of information, knowledge and competences from national to company-level parties would be enough, as moreover argued by some industrial relations practitioners themselves, to both continue preventing the violation of national labour norms, and better promote the achievement of all the objectives of performance and innovativeness historically attributed to decentralised bargaining. The second scenario regards, instead, all those companies,

generally micro and small-sized located at the lowest positions of the value chains, which are not covered by firm-level collective bargaining and cannot make use of its normative flexibility to compete in the global context. Subsequently, while possibly implementing effective redistributive practices in an informal way (Carrieri, 2021), they can also tend to seek competitiveness from sources other than decentralised bargaining including, in a system lacking the automatic *erga omnes* efficacy of collective agreements and experiencing the multiplication of NCLAs, also the application of the most cost-effective national agreements, whether signed by the main confederated trade unions or not. For these companies, a centralised, though highly perforated, model of collective bargaining applies. Against the many loopholes of the system and the threats made by 'pirated contracts' as well as the 'corporatisation' of new national agreements (aimed at covering sub-sectors formerly belonging to NCLAs with a wider scope (Tiraboschi, 2021)), a trend towards the flexibilisation of traditional NCLAs' structure is detectable, whereby differentiated labour standards for emerging branches and small operators are laid down in order to favour their inclusion and retention. In this regard, the provision by national agreements in both the metalworking and retail sector, of solutions of organisational and working time flexibility unilaterally enforceable by employers would constitute both a response to the lack of development of decentralised bargaining in many small companies and the subsequent manifestation of diverse NCLAs taking over flexibility and competitiveness functions originally attributed to second-level collective bargaining.

In the midst of these two opposite scenarios, national reports on the developments of collective bargaining in Italy (such as those produced by ADAPT, Fondazione Di Vittorio and CISL) cast light on a share of medium and small companies, especially in the manufacturing sector, which are covered by both NCLAs and, for a limited number of delegated issues, also by firm-level collective bargaining. So described, although forms of non-compliance with inter-level coordination rules (such as via the regulation of fixed pay elements) cannot be excluded even in these cases, companies fitting into this scenario seem to represent, better than others, the two-tier structure of collective bargaining formally envisioned by cross-industry and sectoral agreements in Italy. Along with them, we should also mention the share (around 8.2% according to Leonardi, Ambra & Ciarini (2017)) of small companies operating in sectors characterised by high levels of casual work, such as agriculture, constructions, tourism and services, which apply NCLAs and territorial collective agreements in a complementary way. However, firm-level bargaining coverage among firms with less than 200 employees is significantly lower (never exceeding 31.9% and amounting to only 8.8% among companies with 10 to 49 employees) than that registered among larger firms (more than 56%) (Leonardi, Ambra & Ciarini, 2017). This aspect, associated with the predominant share of small firms in Italy (ISTAT, 2020), seems to bring about a strong polarisation of the structure of collective bargaining. Indeed, the two-tier model governed by a logic of 'organised decentralisation', potentially well embodied by medium companies, seems to progressively leave room, at the two expanding extremes of our classification, for a unique level of collective bargaining: either fully decentralised in large and very large companies, or totally centralised, albeit with flexibilities, in micro and small companies. Although these developments largely occur in the shade of the traditional articulation of collective bargaining still outlined in cross-industry and sectoral agreements, certain recent clashes and divisions within the representation of employers' interests in Italy (such as the exit of FCA from Federmeccanica-Confindustria and that of Federdistribuzione from Confcommercio) appear to give further substance to such polarisation, by proving the difficulty of employers' associations to keep together increasingly polarised interests and preferences, also when it comes to collective bargaining (Bulfone & Afonso, 2020). In this sense, the suggestion of Marco Biagi (2002) regarding an industrial relations model based upon a single level of collective bargaining (alternatively national or company) at the free choice of decentralised parties, where regulating all relevant labour issues, would be closer to reality than ever. However, that widespread development of the local dimension of collective bargaining, which, in Biagi's vision, should have been given priority over NCLAs as a better tool to fulfil the organisational and productive demands of small companies, still seems pretty far from

materialising. Also, the labour market outcomes, especially in terms of unemployment rates, of such fragmented and weakly coordinated scenario, could raise concerns (Garnero, 2021).

Finally, in this increasingly polarised scenario, whereby decentralised bargaining is mostly a prerogative of large companies, it is not unsurprising that, despite what formally laid down in national agreements, the bargaining role of workplace labour representation bodies, appears to be weaker than that of territorial and national trade unions in two out of three case studies. Not only, the need of large and geographically dislocated companies to uniform labour conditions across their many establishments is shifting the focal point of decentralised bargaining from single workplaces towards the group or corporate level, thus widening the gap between second-level collective provisions and their signatory parties on the one hand, and workers and their shop-floor representatives on the other hand. But also, the decline of manufacturing's share of the economy and the parallel growth of sectors made up of smaller enterprises and smaller units within single enterprises, seem to provide a structural barrier to both the development of decentralised bargaining and the establishment of workplace-based employee representatives and, among these, especially of RSUs. Indeed, whereas the 15-employee threshold hinders the opportunity for trade unions both to set up RSA and to convene RSU elections in small workplaces, the limitations to the number of RSU members in relation to the workplace size would force trade unions with few members in small stores to opt for the designation of RSA, against the risk of staying out of RSU formation, as it occurred at Coop Alleanza 3.0. Although this preference for RSA does not appear to substantially impact on the relationships between trade unions and worker representatives, which are generally quite intense also in companies with RSUs, the lack of elections of worker representatives could contribute to further decoupling workplace-level representation (set up by sectoral trade unions exclusively on the basis of their recognition by counterparties and therefore, their bargaining role) and employee organising and association. As proved by Enel experience, similar circumstances could affect also work settings adopting the RSU model, in case of non-renewal for several years of RSU members and subsequently, their progressive loss of representativeness. Complemented with the relevant role exerted by sectoral trade unions in bargaining procedures in large multi-location companies, such developments could therefore make particularly tough for trade unions to bridge between shop-floor worker organising and collective bargaining (Mundlak, 2020), even within the same group or enterprise. Indeed, if the weakening role of RSU/RSA as bargaining agents and their issues of representativeness are not offset by trade unions' recruitment campaigns and membership increases, it could be reasonable to expect an exacerbation of those problems of labour internal cohesion and legitimacy, which are partly already detectable in the analysed workplaces, with possible negative implications, in the long run, also for trade union bargaining capacity. In this sense, the deep structural transformations affecting our economy, are found to pose challenges not only to the tightness of the traditional two-tier collective bargaining system but also, especially in non-industrial sectors, to workers' voice mechanisms at the workplace level and their formal identification as key bargaining agents.

References

ADAPT (2015). *La contrattazione collettiva in Italia (2012-2014). I Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2016). *La contrattazione collettiva in Italia (2015). II Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2017). *La contrattazione collettiva in Italia (2016). III Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2018). *La contrattazione collettiva in Italia (2017). IV Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2019a). *La contrattazione collettiva in Italia (2018). V Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2020a). *La contrattazione collettiva in Italia (2019). VI Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2021). *La contrattazione collettiva in Italia (2020). VII Rapporto ADAPT*. Milano: ADAPT University Press.

ADAPT (2019b). *Welfare for people. Primo rapporto su Il welfare occupazionale e aziendale in Italia*. Milano: ADAPT University Press.

ADAPT (2020b). *Welfare for people. Secondo rapporto su Il welfare occupazionale e aziendale in Italia*. Milano: ADAPT University Press.

Accornero, A. & Treu, T. (2009). Introduzione. In Accornero, A. & Treu, T. (Eds.), *La grande trasformazione nel settore elettrico. Le relazioni industriali in Enel e nelle aziende locali (1987-2007)* (pp. 7-21). Milano: Aisri/Franco Angeli.

Arca, M. (2012). La riforma della classificazione del personale nel settore elettrico. *Diritto delle Relazioni Industriali*, *1*, 130-146.

Armaroli, I. (2020). Integrating direct employee voice within the framework of worker representation: The role of an Italian trade union in *organizing disintermediation*. *Economic and Industrial Democracy,* first published online.

Armaroli, I. & Dagnino, E. (2020). A Seat at the Table: Negotiating Data Processing in the Workplace. A National Case Study and comparative insights. *Comparative Labor & Policy Journal*, *41*(1), 173-196.

Armaroli, I. & Pigni, G. (2020). *Trade unions in the digital age: country fiche on Italian manufacturing sector* (BargainUp project). Retrieved April 16, 2021 from: http://bargainup.adapt.it/wp-content/uploads/2021/02/italy.pdf.

Armaroli, I. & Spattini, S. (2018). *SUNI National Report Italy. Case Study on FIM-CISL*. Retrieved April 23, 2021 from: http://suniproject.adapt.it/wp-content/uploads/2018/07/italy.pdf.

Ayres, I. & Braithwaite, J. (1992). *Responsive Regulation: Transcending the Deregulation Debate*. Oxford: Oxford University Press.

Bavaro, V. (2012). *Azienda, contratto e sindacato*. Bari: Cacucci.

Bavaro, V. & La Forgia, S. (2015). Contrattazione collettiva e «prossimità delle imprese». La struttura del contratto collettivo di filiera, distretto, rete d'imprese. In M. T. Carinci (Ed.), *Dall'impresa a rete alle reti d'impresa. Scelte organizzative e diritto del lavoro* (pp. 107-124). Milano: Giuffrè.

Bavaro, V. (2017). Sulla prassi e le tendenze delle relazioni industriali decentrate in Italia (a proposito di un'indagine territoriale. *Diritto delle Relazioni Industriali, 1*, 13-44.

Benincasa, G. & Tiraboschi, M. (2020). Covid-19: le problematiche di salute e sicurezza negli ambienti di lavoro tra protocolli condivisi e accordi aziendali. In D. Garofalo, M. Tiraboschi, V. Filì & F. Seghezzi (Eds.), *Welfare e lavoro nella emergenza epidemiologica Contributo sulla nuova questione sociale. Volume V: Le sfide per le relazioni industriali* (pp. 146-195), ADAPT Labour Studies e-Book series, 93.

Bergamante, F., Marocco, M., Paliotta, A., Resce, M. & Sestili, E. (2018). *Contrattazione decentrata e detassazione del salario di produttività*. Retrieved December 3, 2021 from: https://inapp.org/sites/default/files/newsletter/8562_P13_0.pdf.

Bernardi, A. (2009). Le trasformazioni organizzative. In Accornero, A. & Treu, T. (Eds.), *La grande trasformazione nel settore elettrico. Le relazioni industriali in Enel e nelle aziende locali (1987-2007)* (pp. 23-87). Milano: Aisri/Franco Angeli.

Biagi, M. (2002). Cambiare le relazioni industriali. Considerazioni sul rapporto del gruppo di alto livello sulle relazioni industriali e il cambiamento nella UE. *Rassegna Italiana di Diritto del Lavoro, 2*, 147-168.

Budd, J.W. (2004). *Employment with a human face: Balancing efficiency, equity and voice.* Cornell: Cornell University Press.

Bulfone, F. & Afonso, A. (2020). Business against markets: Employer resistance to collective bargaining liberalization during the Eurozone crises. *Comparative Political Studies, 53*(5), 809-846.

Carinci, F. (2013). Il buio oltre la siepe: Corte costituzionale 23 luglio 2013, n. 231. *Diritto delle Relazioni Industriali, 4*, 899-949.

Carrieri, M. (2021). Decentramento contrastato: tra diverse forme e differenti velocità. In Various Authors. *Dalla prima alla quarta rivoluzione industriale: Storia delle relazioni industriali dei metalmeccanici* (pp. 383-423). Milan: RCS Media Group.

Carrieri, M., Ambra, M. C. & Ciarini, A. (2018). The 'resistible' rise of decentralized bargaining: a cross-country and inter-sectoral comparison. In S. Leonardi & R. Pedersini (Eds.). *Multi-employer bargaining under pressure: decentralization trends in five European countries* (pp. 39-66). Bruxelles: ETUI.

Carrieri, M. & Feltrin, P. (2016). *Al bivio. Lavoro, sindacato e rappresentanza nell'Italia d'oggi*. Roma: Donzelli Editore.

Centamore, G. (2020). *Contrattazione collettiva e pluralità di categorie*. Bologna: Bononia University Press.

CISL (2019). *5° Rapporto OCSEL "Il lavoro cambia … la contrattazione costruisce le risposte"*. Retreived April 16, 2021 from: https://www.cisl.it/attachments/article/14754/v%20Rapporto-OCSEL.pdf.

Ciucciovino, S. (2020). Fisiologia e patologia del pluralismo contrattuale tra categoria sindacale e perimetri settoriali. *Lavoro e diritto, 2*, 185-210.

Clegg, H.A. (1976). *Trade unionism under collective bargaining: A theory based on comparison in six countries*. Oxford: Basil Blackwell.

CNEL (2020). *12° REPORT PERIODICO dei Contratti Collettivi Nazionali di Lavoro vigenti depositati nell'Archivio CNEL*. Retrieved May 7, 2020 from: https://www.cnel.it/Portals/0/CNEL/Reports/CCNL/12%C2%B0%20report%20CCNL%20vigenti%20-%20dicembre%202020.pdf?ver=2021-01-22-154956-533.

CNEL & INPS (2021). Collegamento tra archivio del CNEL e flusso informativo INPS-Uniemens [Data set]. https://www.cnel.it/Portals/0/CNEL/Archivio_Contratti/Aggiornamenti%202021/dicembre/INPS%20CNEL%2022%20dicembre%202021.xlsx?ver=2021-12-22-151353-653.

CNEL (2019). *XXI Rapporto mercato del lavoro e contrattazione collettiva*. Retrieved December 3, 2021 from: https://www.cnel.it/Portals/0/CNEL/MercatoDelLavoro/Rapporti/MERCATO%20DEL%20LAVORO%202019_17dicembre2019_DEFINITIVO_web.pdf?ver=2019-12-17-214316-173.

D'Amuri, F. & Giorgiantonio, C. (2014). Diffusione e prospettive della contrattazione aziendale in Italia. *Questioni di economia e finanza*, *221*.

Damiani, M., Pompei, F. & Ricci, A. (2020). Opting out, collective contracts and labour flexibility: Firm-level evidence for the Italian case. *British Journal of Industrial Relations, 58*(3), 558-586.

De Luca Tamajo, R. (2010). Accordo di Pomigliano e criticità del sistema di relazioni industriali italiane. *Rivista Italiana di Diritto del Lavoro, 1*, 797-814.

Fanizza, F. (2020). Grande Distribuzione Organizzata e agromafie: lo sfruttamento degli immigrati regolari e la funzione dei criminal hubs. *Società Mutamento Politica, 11(21)*, 91-100.

Federmeccanica (2018). Indagine sul lavoro nell'industria metalmeccanica. Retrieved April 25, 2021 from: https://www.federmeccanica.it/images/files/indagine-sul-lavoro-nell-industria-metalmeccanica-2018.pdf.

Federmeccanica (2020). L'industria metalmeccanica in cifre. Retrieved April 23, 2021 from: https://www.federmeccanica.it/images/files/industria-metalmeccanica-in-cifre-giugno-2020.pdf.

Fondazione Di Vittorio (2020). *Secondo rapporto sulla contrattazione di 2° livello*. Retrieved April 16, 2021 from: https://www.fondazionedivittorio.it/sites/default/files/content-attachment/Cgil-Fdv_Secondo%20Report%20contrattazione%20secondo%20livello_new.pdf.

Gabrielli, G. & Zaccaro, F. (2019). Remunerazione, welfare aziendale e Human Resource Management. Un framework per orientare reward strategy e politiche retributive. In I. Alvino, S. Ciucciovino & R. Romei (Eds.), *Il welfare aziendale*. Bologna: Il Mulino.

Garnero, A. (2017). The dog that barks doesn't bite: Coverage and compliance of sectoral minimum wages in Italy. *IZA Discussion Papers, 10511*, 1-31.

Garnero, A. (2021). The impact of collective bargaining on employment and wage inequality: Evidence from a new taxonomy of bargaining systems. *European Journal of Industrial Relations, 27*(2), 185-202.

Gasparri, S. (2015). La contrattazione di sito negli outlet: uno scenario di rivitalizzazione all'italiana? *Quaderni di Rassegna Sindacale, 4*, 19-39

Gherardini, A. (2017). Strategie d'inclusione dei lavoratori e contrattazione di sito: una sfida per il rinnovamento dell'azione sindacale, in Il sindacato nel territorio. Esigenze e approcci 'rigenerativi', *Working Paper Fondazione Tarantelli, 6*, 15-18

Giugni, G. (1957). Bargaining units and labor organizations in Italy. *ILR Review, 10*(3), 424-439.

Gottardi, D. (2016). La contrattazione collettiva tra destrutturazione e ri-regolazione. *Lavoro e diritto, 4*, 877-926.

Hart, O. & Moore, J. (1999). Foundations of incomplete contracts. *Review of Economic Studies, 66*, 115-138.

Ilsøe, A. (2012). The flip side of organized decentralization: Company-level bargaining in Denmark. *British Journal of Industrial Relations, 50*(4), 760-781.

Imberti, L. (2013). A proposito dell'articolo 8 della legge n. 148/2011: Le deroghe si fanno, ma non si dicono. *Giornale di diritto del lavoro e delle relazioni industriali, 138*(2), 255-272.

Imberti, L. & Moia, S. (2020). Ccnl metalmeccanici 2016 e contrattazione aziendale: un tentativo di tipizzazione. *Giornale di diritto del lavoro e delle relazioni industriali, 167*(3), 471-511.

ISTAT (2020). *Censimento permanente delle imprese 2019: i primi risultati*. Retrieved February 14, 2022 from: https://www.istat.it/it/files/2020/02/Report-primi-risultati-censimento-imprese.pdf

ISTAT (2019). *Imprese e addetti* [Data set]. http://dati.istat.it/Index.aspx?DataSetCode=DICA_ASIAUE1P

Keune, M. (2011). Decentralising wage setting in times of crisis? The regulation and use of wage-related derogation clauses in seven European countries. *European Labour Law Journal, 2*(1), 86-96.

Leccese, V. (2012). Il diritto sindacale al tempo della crisi. Intervento eteronomo e profili di legittimità costituzionale. *Giornale di diritto del lavoro e delle relazioni industriali, 136*(4), 479-525.

Leonardi, S., Ambra, M. C. & Ciarini, A. (2017). *Italian collective bargaining at a turning point*. WP CSDLE "Massimo D'Antona".INT – 139/2017. Retrieved April 16, 2021 from: http://csdle.lex.unict.it/Archive/WP/WP%20CSDLE%20M%20DANTONA/WP%20CSDLE%20M%20DANTONA-INT/20171108-093149_Leonardi-Ambra-Ciarini_n139-2017pdf.pdf.

Leonardi, S. & Gottardi, D. (2019). Why no board-level employee representation in Italy? Actor preferences and political ideologies. *European Journal of Industrial Relations, 25*(3), 291-304.

Leonardi, S. (2017). Il salario minimo, fra legge e contrattazione. Una comparazione europea. In L. Birindelli, S. Leonardi & M. Raitano, *Salari minimi contrattuali e bassi salari nelle imprese del terziario privato* (89-124). Roma: Ediesse.

Lévesque, C. & Murray, G. (2010). Understanding union power: resources and capabilities for renewing union capacity. *ETUI Transfer, 16* (3), 335-350.

Magnani, M. (2017). Il rapporto tra legge e contrattazione collettiva. *Diritto delle Relazioni Industriali, 1*, 1-12.

Magnani, M. (2018). The role of collective bargaining in Italian labour law. *E-Journal of International and Comparative Labour Studies, 7*(2), 1-18.

Marazza, M. (2017). *Il bancario "ibrido" nell'economia liquida (nuove proposte dall'autonomia collettiva). Diritto delle relazioni industriali, 3,* 791-813.

Maresca, A. (2012). La contrattazione collettiva aziendale dopo l'articolo 8 del decreto legge 13 agosto 2011, n. 138. *Diritto delle Relazioni Industriali, 1*, 16-23.

Marginson, P. (2015). Coordinated bargaining in Europe. From incremental corrosion to frontal assault? *European Journal of Industrial Relations, 21*(2), 97-114.

Marino, D. (2020). La partecipazione dei lavoratori alla gestione delle imprese nella contrattazione collettiva. *Diritto delle Relazioni Industriali, 4,* 1024-1053.

Meardi, G. (2012). *European industrial relations under international pressure. A six-country comparison*. Retrieved April 15, 2021 from: https://warwick.ac.uk/fac/soc/wbs/research/irru/publications/recresrep/report.pdf.

Mengoni, L. (1988). Il dibattito sulla revisione della legislazione del lavoro. *Rivista Italiana di Diritto del Lavoro, 1,* 9

Mundlak, G. (2020). *Organizing matters: Two logics of trade union representation*. Edward Elgar Publishing. Retrieved October 29, 2021, from: https://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/---publ/documents/publication/wcms_741934.pdf.

Neirotti, P., Spaziani, A. & Zaghi. A. (2018). *Dagli Elettroni ai Bit. Le Trasformazioni del Lavoro nel Settore Elettrico*. Politecnico di Torino, Utilitalia, Elettricità Futura. Retrieved July 1, 2021, from: https://www.elettricitafutura.it/public/editor/Servizi/NF/2018/Dagli%20Elettroni%20ai%20Bit.pdf.

Nespoli, F. (Ed.). (2021, April 6). Dove la crisi morde di più. I sindacati del terziario alla prova del Covid-19. A colloquio con Davide Guarini. *Bollettino ADAPT*.

Pacella, G. (2019). Le piattaforme di food delivery in Italia: un'indagine sulla nascita delle relazioni industriali nel settore. *Labour & Law Issues*, *5*(2), 179-195.

Pallini, M. (2016). Italian industrial relations: Towards a strongly decentralized collective bargaining? *Comparative Labor Law & Policy Journal, 38*(1), 1-22

Paolucci, V. & Galetto, M. (2020). The collective bargaining of flexicurity: A case for sector-level analysis? The Italian chemical and metalworking sectors compared. *Human Resource Management Journal, 30*, 165-179.

Paolucci, V. (2017). The role of collective bargaining in addressing flexibility and security. *European Journal of Industrial Relations, 23*(4), 329-346.

Pernicka, S., Glassner, V., Dittmar, N. & Neundlinger, K. (2021). Forces of reproduction and change in collective bargaining. A social field perspective. *European Journal of Industrial Relations, 27(3)*, 345-363.

Perulli, A. (2013). La contrattazione collettiva 'di prossimità': teoria, comparazione e prassi. *Rivista Italiana di Diritto del Lavoro, 4*, 919-960.

Perulli, A. & Speziale, V. (2011). *L'articolo 8 della Legge 14 settembre 2011, n. 148 e la "rivoluzione di agosto" del diritto del lavoro*. WP C.S.D.L.E. 'Massimo D'Antona' .IT - 132/2011. Retrieved April 15, 2021, from: http://csdle.lex.unict.it/Archive/WP/WP%20CSDLE%20M%20DAntona/WP%20CSDLE%20M%20DAntona-IT/20111124-121840_perulli_speziale_n132-2011itpdf.pdf.

Pietrogiovanni, V. & Iossa, A. (2017). Workers' representation and labour conflict at company level: The Italian binary star in the prism of the Swedish ternary system. *European Labour Law Journal, 8*(1), 45-66.

Pirro, F. (2009). Gli attori. In Accornero, A. & Treu, T. (Eds.), *La grande trasformazione nel settore elettrico. Le relazioni industriali in Enel e nelle aziende locali (1987-2007)* (pp. 89-165). Milano: Aisri/Franco Angeli.

Ponzellini, A. M. (2017). Organizzazione del lavoro e relazioni industriali. Una rassegna degli studi degli ultimi 20 anni in Italia. *Economia & Lavoro, 1*, 147-164.

Putnam, R.D. (2003). *Making democracy work: Civic traditions in modern Italy.* Princeton: Princeton University Press.

Recchia, G. (2017). The future of collective bargaining in Italy between legislative reforms and social partners' responses. *ETUI Transfer, 23*(4), 457-473.

Rizzuto, G. & Tomassetti, P. (Eds.) (2019). *Il dumping contrattuale nel settore moda: Cause, conseguenze, rimedi*. Roma: Edizioni Lavoro.

Rosafalco, A. (2021). Problemi e prospettive della contrattazione aziendale nella organizzazione del lavoro: il caso Tenaris Dalmine. *Diritto delle Relazioni Industriali*, 3, 775-801.

Russo, A. (Ed.). (2020). *Rapporto Coop 2020. Economia, consumi e stili di vita degli italiani di oggi e di domani*. Roma: ANCC-COOP.

Russo, C. (2009). Gli accordi collettivi. In Accornero, A. & Treu, T. (Eds.), *La grande trasformazione nel settore elettrico. Le relazioni industriali in Enel e nelle aziende locali (1987-2007)* (pp. 167-280). Milano: Aisri/Franco Angeli.

Sassi, M. (2021, March 6). Grade Distribuzione: quale futuro prossimo?. *Il blog-notes sul lavoro, la grande distribuzione e i corpi intermedi*. Retrieved July 29, 2021 from: http://www.mariosassi.it/grande-distribuzione-quale-futuro-prossimo/.

Scarpelli, F. (2011). *Rappresentatività e contrattazione tra l'accordo unitario di giugno e le discutibili ingerenze del legislatore*. WPC.S.D.L.E. "Massimo D'Antona" .IT - 127/2011. Retrieved April 15, 2011 from: http://csdle.lex.unict.it/Archive/WP/WP%20CSDLE%20M%20DAntona/WP%20CSDLE%20M%20DAntona-IT/20111021-103134_scarpelli_n127-2011itpdf.pdf.

Schiavo, R. (2021). La funzione della contrattazione collettiva nelle catene produttive nazionali: la necessità di un patto di filiera. *Lavoro Diritti Europa, 2*, 2-21.

Schiavo, R. (2019, July 29). L'analisi congiunta dei Ccnl tra Cnel e Inps: un segnale d'urgenza di un dato sulla rappresentatività delle organizzazioni sindacali. *Bollettino ADAPT*.

Sciarra, S. (2011). Uno sguardo oltre la FIAT. Aspetti nazionali e transnazionali nella contrattazione collettiva della crisi. *Rivista italiana di diritto del lavoro, 2,* 169-188.

Senatori, I. (2012). Multinationals and national industrial relations systems in times of crisis: the case of FIAT. *International Journal of Comparative Labour Law and Industrial Relations, 28*(4), 169-488.

Signoretti, A. (2015). Contrattazione aziendale nel commercio e nei servizi di pulizia. Alcune esperienze in Veneto. *Quaderni di Rassegna Sindacale, 4*, 59-74.

Silver, B.J. (2003). *Forces of labor: Workers' movements and globalization since 1870*. Cambridge: Cambridge University Press.

Tassinari, A. & Maccarone, V. (2018). Le mobilitazioni dei fattorini della gig economy in Italia: forme organizzative e implicazioni per la rappresentanza. *Quaderni di Rassegna Sindacale, 2,* 75-90.

Tiraboschi, M. (2012). L'articolo 8 del decreto legge 13 agosto 2011, n. 138: una prima attuazione dello 'Statuto dei lavori' di Marco Biagi. *Diritto delle Relazioni Industriali, 1*, 78-92.

Tiraboschi, M. (2021), Tra due crisi: tendenze di un decennio di contrattazione. *Diritto delle Relazioni Industriali, 1*, 143-173.

Tomassetti, P. & Forsyth, A. (2019). Different legal systems, same normative contents? Collective bargaining at Apple, Ikea and Tiffany stores in Australia and Italy. *Australian Journal of Labour Law, 32*(2), 192-218.

Tomassetti, P. (2014). Il decentramento contrattuale in Italia: primi profili ricostruttivi di una ricerca empirica. *Argomenti di Diritto del Lavoro, 6*, 1321-1340.

Tomassetti, P. (2013). The shift towards single-employer bargaining in the Italian car sector. *E-Journal of International and Comparative Labour Studies, 2*, 93-111.

Tomassetti, P. (2017a). From fixed to flexible? Wage coordination and the collective bargaining system in Italy. *International Journal of Comparative Labour Law and Industrial Relations, 33*(4), 527-552.

Tomassetti, P. (2017b). Settorializzazione e territorializzazione delle relazioni industriali: la via italiana al decentramento contrattuale. *Quaderni di Rassegna Sindacale, 4*, 125-140.

Tomassetti, P. (2017c). *National Report on Italy. Bargaining for Productivity*. Retrieved September 13, 2021 from: http://englishbulletin.adapt.it/wp-content/uploads/2017/09/national_report_ITALY.pdf.

Tomassetti, P. (2019a). Contrattazione collettiva, sostenibilità del lavoro e concorrenza nel mercato globale, oggi. Verso un nuovo contratto sociale? In G. Rizzuto & P. Tomassetti (Eds.), *Il dumping contrattuale nel settore moda. Cause, conseguenze, rimedi* (pp. 23-44), Roma: Edizioni Lavoro.

Tomassetti, P. (2019b). Dalle mansioni alla professionalità? Una mappatura della contrattazione collettiva in materia di classificazione e inquadramento del personale. *Diritto delle Relazioni Industriali, 4*, 1149-1181

Tomassetti, P. (2020). From Treadmill of Production to Just Transition and Beyond. *European Journal of Industrial Relations, 26*(4), 439-456.

Traxler, F. (1995). Two logics of collective action in industrial relations? In C. Crouch & F. Traxler (Eds.), *Organised industrial relations in Europe: What future?* (pp. 23-44), Avebury: Aldershot.

Treu, T. (2018). La contrattazione collettiva in Europa. *Diritto delle Relazioni Industriali, 2*, 371-412.

Treu, T. (2020). Regole e procedure nelle relazioni industriali: retaggi storici e criticità da affrontare. *Diritto delle Relazioni Industriali, 2*, 453-484.

Tursi, A. (2013). L'articolo 8 della legge n. 148/2011 nel prisma dei rapporti tra legge e autonomia collettiva. *Diritto delle Relazioni Industriali, 4*, 958-979.

Vallebona, A. (2006). Dimensione degli interessi e decentramento regolativo. *Rivista Italiana di Diritto del Lavoro, 25*(4), 443-446.

Vallebona, A. (2011). L'efficacia derogatoria dei contratti aziendali o territoriali: Si sgretola l'idolo dell'uniformità oppressiva. *Massimario di Giurisprudenza del Lavoro, 10*, 682-687.

Zoppo, A. (2020, February 24). Terziarizzazione dell'economia e nuove articolazioni contrattuali: il Protocollo per la contrattazione di sito. *Bollettino ADAPT*.

Zoppoli, A. (2013). Il declino dell'inderogabilità? *Diritti Lavori Mercati, 1,* 53-99.