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Wage Coordination and Collective Bargaining Disarticulation in Italy

Summary: 1. Introduction and research aims. – 2. The fixed-sum pays in company level collective bargaining: historical overview and current characteristics. – 2.1. Fixed bonuses. – 2.2. The collective “superminimo”. – 2.3. *Una tantum*. – 3. Fixed-sum pays and collective bargaining disarticulation. – 3.1. Vertical/subjective disarticulation. – 3.2. Effects on industrial relations at company level. – 4. Conclusions.

1. – In their analysis of the efforts to redesign the framework for Italian industrial relations in the early 1990s, Locke and Baccaro argued that the reform could be interpreted in two contrasting ways – i.e. continuation vs. fundamental break with Italy’s never ending, ad hoc and sometimes inconsistent institutional reform process. They concluded that only time would adjudicate between these two interpretations (Locke, Baccaro 1996; Locke, Baccaro 1999). In a similar vein, Thelen observed that the trajectory of change of Italian IR institution in 1990s seemed to parallel developments in the CMEs (Thelen 2001).

The rule on wage bargaining coordination was the cornerstone of the Protocol of 23 July 1993, which restructured the collective bargaining architecture in order to make it more rational and functional to the economic policies. Accordingly pay increases are to be set at the industry level in line with the (projected) inflation rate, and company or local increases must be linked to productivity and other factors related to a firm’s economic performance. Originally aimed at controlling inflation through wage moderation (Treu 1993; Tronti 1996; Zoppoli 1996), this policy was confirmed by the economy-wide framework agreement of 22 January 2009 (Bellardi 2010a; Bellardi 2010b; Ferraro 2010; Voza 2010) with the aim to align wages to productivity (Lassandari 2009; Treu 2010). Therefore the 2009 agreement gave decentralised bargaining «the essential, if not exclusive, task of connecting remuneration to productivity and profits, measured variably» (Treu 2010, 367). In contrast, the only competence entrusted to the national agreement was that of «safeguarding the overall buying power of remunerations» (Treu 2010, 367).

Economic reasons, though, were not the only determinants behind the choice to exclude fixed-sum pay increases from the area of competence of company level bargaining. Confindustria and the other Italian employers’ organisations committed themselves to enter a multi-employer bargaining system with a twofold objective, which is at the root of the industrial relations theory: guaranteeing *market control*, i.e. keeping fixed wages out of competition (Flanders 1974, 355; Sisson 1987, 5); guaranteeing *managerial control*, i.e. ensuring certainty and governability of labour standards agreed under the national sectoral collective labour agreement (henceforth NCLA) (Flanders 1974, 356; Sisson 1987, 5). From here arose the principle of *delegation* (of competences from NCLA to decentralised bargaining) and of the *ne bis in idem* as norms of coordination between negotiating levels (Sisson, Marginson 2002; Pulignano 2010); according to these norms once a conflict of interest to increase fixed minimum wages has been settled at the NCLA’s level, it cannot be subject to renegotiation at the decentralised level; therefore management and workers’ representatives at company level are only entitled to negotiate on variable pay linked to firms’ productivity and profits, or to workers’ performances.

The aim of this paper is to explain how and why these norms, which were tightly reaffirmed in 2011 and 2014 collective bargaining reforms, have partially remained ineffective. To answer these questions I use a unique data-set of 498 firm-level collective agreements signed between 2012-2015 in three sectors (i.e. Metalworking industry; Food industry; Financial industry), in order to measure the quantitative dimension of local negotiations on fixed-sum pay increases, in breach of the rule on wage bargaining coordination.

Regarded as a peculiar form of disorganised decentralisation (Traxler 1995), which goes beyond *in pejus* derogations, concession bargaining and the violation of the principle of favourability, the breach of the rule on wage bargaining articulation would prove the limited effectiveness of horizontal coordination policies and the weak vertical integration between bargaining levels (Traxler 2003) in three key sectors of the Italian economy. It would also bring another element to confirm that the country model is still somewhere in the middle between CMEs and LMEs (Molina, Rhodes 2007).

2. – The most rudimental formula for pay bargaining within companies is the fixed-sum payment. Giugni attributes the origin of this institution to the so-called *una tantum* paid following labour unrest, as a contractual *vacatio,* or in compensation for strike days, «in order to contain, at least temporarily, the pressure from workers without assuming any future commitments» (Giugni 1964, 71). Right from the beginning of articulated bargaining in Italy (Giugni, 1957), the conversion of wage rises disconnected from objective parameters had been agreed, on the understanding that the workers’ organisations had «the power to request the elimination of “any anti-union or anti-strike features”» (Giugni 1964, 73). In subsequent years, moves towards flexible pay were, however, limited: it was a continuous struggle to connect wage rises «to “objective factors” linked to company productivity and to [make them] function as genuinely “variable” wage items» (Alaimo 1991, 14), and they remain confined «to the remote area of additional and supplementary pay» (D’Antona, De Luca Tamajo, 1991, 6). It has only been since the second half of the 1980s that, after the piece rate system was superseded as a “flexible” way of remunerating work (Giugni 1968, Roccella 1986; Carinci, Caruso, Zoli 1992), there has been a “return to incentives” (Cella 1989) in a number of productive sectors (Pandolfo 1991; Viscomi 1991; Regalia 1991; Balletti 1991), particularly in the form of bonuses to reduce absenteeism (Carinci 1989).

While the dialectic between the managerial tendency to differentiate between forms of remuneration and the unions’ to unify them was a key driver of the history of pay structures from after WWII up to the 1990s (Ichino 2003), the practice of converting fixed-sum items into variable wage elements was institutionalised and brought into the service of income policy goals in the protocol of 23 July 1993 (D’Antona 1993; Roccella 1993; Bellardi 1999; Treu 1993; Zilio Grandi 1996; Zoppoli 1996; Leccese 1997). Nonetheless, in 1997 the Commission of experts established by the government and the social partners to evaluate the effects of the Protocol already observed that: «20. Although decentralised collective bargaining (signed at firm or territorial level) was expected to increase the variability of wages, in order to foster the system flexibility, it has been both qualitatively and quantitatively insufficient and unsatisfactory [*…*]. The decentralised bargaining has been largely characterised by traditional wage increases, not linked to objective parameters of productivity and profits» (Vv.Aa. 1997). Similar conclusions were reached by other economic and legal researches that analysed the wage bargaining developments throughout the 2000s.

Table 1 shows the distribution of fixed-sum wage increases in company level bargaining during the period 2012-2015. The metalworking industry saw the highest distribution of company level agreements that included fixed-sum wage rises (18.8%), followed by the financial sector (18.4%) and the food industry (13.4%).

Tab. 1 – Distribution of fixed-sum wage increases in company level bargaining (2012-2015), absolute values and percentages

|  |  |  |  |
| --- | --- | --- | --- |
| Sector | No. of company level collective agreements (2012-2015) | No. of agreements including fixed-sum payments | Percentage of agreements including fixed-sum payments |
| Metalworking | 245 | 46 | 18.8% |
| Finance | 141 | 26 | 18.4% |
| Food | 112 | 15 | 13.4% |
| Total | 498 | 87 | 17,4% |

Source: ADAPT, database on company level collective bargaining, www.farecontrattazione.it

Among the trade unions who signed agreements containing fixed-sum wage rises – across all the sectors analysed – the unions affiliated to CGIL registered the highest frequency of contracts (79.3%), followed by the CISL unions (67.8%) and those affiliated to UIL (51.7%). These figures are confirmed by the disaggregated data for both the metalworking and the food industries, while in the financial sector the highest number of agreements was signed by the CGIL and CISL unions (84.6%). The largest number of agreements containing fixed-sum wage rises signed in the presence of their respective employers` organisations was found in the food industry (33,3%), followed by the metalworking industry (32.6%). No agreements were reached in the presence of associations representing credit companies.

Tab. 2 – Signatories of agreements containing fixed-sum wage increases as part of company level bargaining (2012-2015), expressed as percentages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sector | Federations affiliated to CGIL | Federations affiliated to CISL | Federations affiliated to UIL | Employers` Organisations |
| Metalworking | 76.1% | 63% | 39.1% | 32.6% |
| Finance | 84.6% | 84.6% | 69.2% | 0% |
| Food | 80% | 53.3% | 53.3% | 33.3% |
| Total | 79.3% | 67.8% | 51.7% | 23% |

Source: ADAPT, database of company level collective bargaining, www.farecontrattazione.it

In the following paragraphs the characteristics of the different types of fixed-sum wage rises found in our sample will be analysed, with a particular focus on the following aspects: definition; type; frequency of payment; absorbability; proportionality with regard to job classification levels; and incidence on contractual and legal institutions (for instance, severance pay).

2.1. – The *fixed bonus* is a payment institution which can either be set by company level bargaining or be granted unilaterally. It is an irreversible wage increase (Pini 2004), supplementary to the minimum on the scale determined by the NCLA. It is described as fixed because, unlike a variable bonus, it is paid regardless of whether agreed and verifiable objectives have been achieved, as a bonus or even just a gift to all the workers covered by the company contract in force. It is most common in the financial sector and the food industry.

Payments are usually made annually (by Sace, Cameo, for example), but there are some examples of fixed bonuses being paid monthly (by Mutti, for example). In the metalworking industry the annual fixed sum increase is added on to each monthly de facto wage payment, a system which, over the years, has compensated for the loss of the fourteenth monthly wage from the sector`s NCLA. The company agreement signed at UNI, for example, prescribes that «in June of every year employees normally be paid an annual allowance equal to 100% of one month`s wage».

In most cases, the fixed allowance is not absorbable: in other words it cannot later on be used to set off further future wage rises paid for other reasons, including promotions or wage increases established by the NCLA. Usually, the amount of the fixed allowance is benchmarked against job classification levels (Allianz, Mutti, for example). In some cases, they are calculable for severance pay and affect all the contractual institutions (Ghinzelli), in others not (Cameo). In many collective contracts this information is not stated clearly.

2.2. – The *collective* “*superminimo”* is a payment institution settled by company level bargaining. It is an irreversible wage increase, additional to the minimum wage set by the NCLA, which supplements the basic de facto wage. It is described as collective because, unlike the “superminimo” paid *ad personam*, it is disbursed to all workers covered by the company contract , usually with the aim of increasing their spending power, or as an incorporation or consolidation of the sums determined by previous company bargaining. The collective “superminimo” is most common in the engineering industry.

Payment is always monthly (by Emak, Interpump, Lamborghini, YKK, for example). In a number of cases, there is an explicit non-absorbability clause (Lamborghini, for example), in others, the “superminimo” is only absorbed by wage increases following the workers’ promotion (Sext, for example). Where it is not specified, just like the individual “superminimo”, the institution is considered to be absorbable into pay rises set in future collective bargaining agreements. The amounts of the collective “superminimo” are (almost) always benchmarked against the level of job classification. There is one case of company level agreement that actually provides for an annual review of the amount based on the ISTAT index for families of manual workers and employees (UNI). In other cases, the increase in the collective “superminimo” is a response to specific demands made by trade unions on the requests list for the renewal of the company level agreements. One company, on the other hand, provides for a form of entry level wage related to the collective “superminimo” in force, such that the amount paid out is equal to 50% of the “superminimo” at the end of the twelfth month of work, and 100% at the end of the twenty-fourth month (Sest). Generally, the payment affects all the contractual and legal institutes, supplementing the de facto overall wage.

2.3. – The so-called *una tantum* is a wage institution regulated by collective bargaining at the company or sectoral level. It is a reversible wage increase, of an extraordinary, lump-sum and unrepeatable nature, additional to the “minimum wage” determined by the NCLA. Most common in the financial and metalworking industries, the *una tantum* is granted as an allowance, or as compensation – for a contractual *vacatio* or a lump-sum restitution of moneys frozen or cancelled from a previous contract. It usually includes all workers covered by the current company agreement, although in some cases payment is conditional on the occurrence of certain events and has a limited, contingent application. The company level agreement of one metalworking company (Sest), for example, provides for the payment of a so-called *una tantum* allowance when a worker moves from a fixed term contract to a permanent one, and benefits workers who have been employed for at least twelve months. In another case (Mecc. Alte), the payment benefited workers who had been victims of the recent flooding, following a fund raising effort organised by the company`s management and the works councils.

Unlike the fixed bonus, the amount is usually a one-off payment, made during the period covered by the collective agreement which instituted it (Beretta, Fondiaria SAI, Otis, Rodacciai), sometimes in two tranches (Poste Italiane). Since it is neither periodic nor continuous, the institution does not supplement the overall de facto payment. In most cases, the *una tantum* is considered not to be absorbable, it is not proportionate to job classification levels and it does not affect any contractual or legal institutions.

3. – The research results show a relevant distribution of traditional pay elements (Table 1, § 2): the collective “superminimo”, the additional month`s pay, the fixed bonus and the *una tantum*. The quantitative dimension of these institutions in company level bargaining appears all the more substantial when considered in relation to the main indicators of the labour market (the unemployment rate, short-time work arrangements and “solidarity contracts”, the slowing of productive activity) which, in this period (2012-15), hit historic levels in Italy, higher than at any time since the end of WWII. In fact, although many companies gave fixed-sum wage increases despite the crisis, such institutions would probably have been even more widespread during a period of economic growth or, at least, stability.

From the qualitative point of view, the research shows that the variety of different fixed elements in company payments is considerable and not just nominalistic, as they might appear on an initial reading of the contracts. The most anomalous formula for company level wage bargaining is the collective “superminimo”, most common in the metalworking industry. Its peculiarity stems from the fact that its characteristics are most similar to the wage increases fixed by the NCLA. The case of the companies which allow for mechanisms to index wages to the cost of living is emblematic; they are encroaching completely on the role of safeguarding workers` buying power, which the inter-professional agreements entrusted to nation level negotiation.

In contrast, the most “tolerable” institution from the point of view of the rules coordinating the multi-employer bargaining system is the so-called *una tantum,* in particular when it is given as a consolidation – for example in the context of harmonization between two different agreements or when a company is sold, as compensation for missed payments, or as a supplement to income in unusual circumstances.

The fixed bonus, for its part, could be considered as respectful of the division of competences between bargaining levels, when the implicit connection between remuneration and the success of the company or the performances of the workers is emphasised. Nonetheless due t the fact that company level agreements have a three-year validity, and the payment of allowances is annual (sometimes monthly), industrial relations developments over the last five years have revealed the considerable limitations of such settlements: given the growing volatility of the markets and fluctuating demand, many companies, which were profitable at the point of signing a collective agreement, were not then able to maintain the agreed wage commitments due to a sudden worsening of economic conditions. For this reason, bonus payments should always be responsive to market curves, and only be made following the evaluation of performance.

Taken as an indicator of disarticulation and disorganisation of the structure of collective bargaining, the evidence which emerges from this research strengthens the empirical data for the hypothesis that the coordination between bargaining levels is barely effective, and it reveals a complexity so far little investigated on the process of uncoordinated decentralisation (Traxler 1995) in Italy: the disorganised nature of bargaining decentralisation should be considered not only with reference to the spread of *in pejus* derogations from the NCLA (Carinci 2012; Perulli 2013; Imberti 2013), but also, and above all, with regard to a phenomenon which has negative effects on the macroeconomic performance of the bargaining model (Traxler 2003) and, in challenging the rationale of the multi-employer bargaining architecture, undermines rather than promotes companies` interest to apply NCLAs. First, consider the greater gap between wages and productivity, and the higher wage costs per product unit, which these wage negotiations lead to, thus reducing the competitive margins of both individual firms and of the whole production system in general. More generally, socioeconomic literature demonstrates that the most effective collective bargaining systems in terms of economic performances are those that, irrespective of the level of (de)centralisation, ensure an high degree of vertical coordination between bargaining levels (Traxler, Kittel, 2000; Traxler, Blaschke, Kittel, 2001; Traxler, 2003; Traxler, Brandl, 2009). Second, consider the greater advantage – for those companies which can – of withdrawing from multi-employer bargaining (as did Fiat) or, at least – given the difficulty of enforcing the rules which justify its complementarity between the company level bargaining with the NCLA – of promoting a reform of the contractual rules which provides for a model of single-employer bargaining.

3.1. – This obviously presupposes – and the question is moot – that the impetus towards decentralized negotiations on fixed wages always comes from the unions and that management does not also sometimes play a role. Factors which can lead to the latter instance may include the poor negotiating skills and lack of a sound technical background of the managers tasked with negotiating with the unions (Vv.Aa. 1997; Valente 2012; Damiani, Pompei, Ricci 2015); hostility towards forms of worker participation in decisions around production methods and company management and results; management`s wish to retain direct control of labour costs, and as much control as possible in general; forms of tacit compromise with the unions in which, when faced with fixed-sum wage payments, either result bonuses linked to unreachable targets are agreed upon; or, vice versa, variable pay schemes whose criteria are intentionally unclear and thus easily achievable, which become de facto fixed-sum payments. Moreover, especially in some districts (e.g. Bologna and Brescia in particular) there might be a certain weakness on the part of (even big) company owners in the face of union action, owing to a widespread fear of suffering further losses due to decreased production and lower stock prices, together with undoubted negative coverage in the local press, opposition from local politicians, or even the indifference of the establishment. This comes with no surprise since the Italian model of capitalism is based on local socio-political networks which have a strong and direct influence on industrial relations (Locke 1995).

These hypotheses are partly confirmed, partly belied, by the data on the subjective dimension of company level bargaining on fixed-sum wage increases. Here, the empirical evidence (Table 2, § 2) suggests two possible conclusions, which are, in fact, two sides of the same coin: 1) the emptiness of the duty of influence expressed in the NCLA, in the inter-union accords and in company statutes (Ghezzi 1963); 2) the contract regulations` low levels of vertical integration and participant coordination. In other words, when local representatives disregard the rules established by their central offices, the problem of objective/horizontal coordination of the contract regulations due to the violation of the division of competences between the NCLA and company contracts, becomes important on the subjective/vertical dimension, too (Traxler 2003). Within the scope of this research, the only exceptions to this evidence were the employers` associations in the financial sector, which had not signed (and had not taken part in the negotiation of) any company contract containing fixed-sum pay rises. This, however, is not due to contractual subjects, but to a rule within that sector`s collective bargaining which does not provide for the involvement of employers` representatives in decentralized negotiations. In contrast, in the engineering and food industries 32.1% and 40%, respectively, of the company contracts signed by the regional branches of Confindustria were of this type. It is thus clear that the problem of weak coordination at the human level of contract regulation regards not just the biggest trade unions but also – although to a lesser extent – the employers` associations and, notably, just that branch of Confindustria which, since the signing of the so called “Testo Unico sulla Rappresentanza”, in January 2014 (Carinci 2014), has been priding itself on its battle to align wages and productivity and increase wage flexibility (Confindustria 2014; Federmeccanica 2014).

3.2. – Moreover, fixed-sum payments can sour industrial relations in work places where, when faced with the actual or devised impossibility of fulfilling irreversible payment commitments because of unexpected market demands, managements are encouraged to cancel collective contracts (Tiraboschi 1994; Maresca 1995; Pacchiana Parravicini 2010) or to resort to forms of coercive bargaining (Sciarra 1987; Sciarra 2011; Hauptmeier, Greer 2012; Sciarra 2013). This then legitimises trade union representatives` calls for collective action, whether through the exercise of the right to strike, or in accordance with the judicial procedure laid down by Article 28, Law 20 of May 1970, no. 300 (the Workers` Rights Statute) to have the employer’s anti-union behaviour recognised and punished by the judge. A circumstance which would hardly occur if – in a participatory logic intended to valorise a conception of collective bargaining as a form of investment and a lever of competitiveness (Biagi 2003) – all wages supplementary to the NCLAs’ “minimum wage” were linked to the economic performance of the company and\or its workers.

4. – The research shows the persistent weaknesses of wage coordination policies in three important sectors of the Italian economy. Although the violation of bargaining competences between NCLAs and company level agreements preserves the favourability principle for workers, local negotiations on fixed-sum pay rises might be regarded as a peculiar form of uncoordinated decentralisation, whose impact on labour and management relations as well as on economic performances is negative. Most importantly, a problem of vertical coordination of collective bargaining emerges whereas representatives of local trade unions and employers’ associations negotiated and signed the majority of such collective agreements, in breach of the duty of influence.

One can look at the results of this research as a “half-full glass”: in a context of overall erosion of labour market institutions, the fact that trade unions are still able to negotiate wage increases at company level is positive; 17.4% is not that much; the real problem in Italy is the absence of a widespread diffusion of decentralised bargaining (Lassandari 2009; Birindelli 2016). However, just as Mario Napoli maintained in his analysis of the Giugni Protocol, the fact that many businesses prefer the old method of fixed-sum payments, in contrast to the centrally coordinated wage policies, «undoubtedly puts the model in crisis, since to state that company level bargaining must be linked to productivity and income, inevitably condemns the traditional wage bargaining method» (Napoli 2003, 357). This is true at least until the wage policies coordinated by peak-level associations, recently reaffirmed by the CGIL, CISL and UIL proposal to modernize the IR model, are intended to make wages «a factor for growth» and «to expand the experience on productivity-oriented wage bargaining» ([[1]](#footnote-1)). In short, it’s one of the two: on the one hand, acknowledging that the reason behind wage policy coordination between NCLA and company level agreements has no reason to exist from an economic and legal point of view, thus accepting that the discourse on the importance to link wages to productivity is purely rhetorical; on the other hand, recognizing that the problem is actual and therefore it makes sense to shed light on and to resolve it.

Suggested in terms of “possibility” by Baccaro and Locke in 1996 , and by Thelen in 2001, the convergence of the Italian IR system with the characteristics of CMEs and, precisely, with the capacity to ensure the full effectiveness and governability of horizontal wage-bargaining policies coordinated at central level, remained uncompleted. Conversely this research contributes to confirm the traditional status of the Italian IR system within the VoCs’ literature: it continues to be somewhere in the middle between LMEs and CMEs (Molina, Rhodes 2007), with a mix between high degree of horizontal coordination, and low degree of vertical integration, that produces negative economic effects in both theoretical (Traxler 2003), and practical terms (Tronti 2010).

Complicity of local TUs and EOs in the negotiation of fixed-sum wage increases makes difficult to envisage possible ways to contrast this process without state intervention. In 1997, the so called Giugni Commission established to verify the effects of the 1993 Protocol already stated that: «change in the rule of games is fated to remains ineffectual if social partners wouldn’t change their contractual culture, by respecting the commitment to pursuit a wage policy linked to objective parameters» ([[2]](#footnote-2)). However deepen the degree of specialisation of bargaining levels might be, it still appears «very difficult to define rules of coordination that avoid regulatory conflicts» ([[3]](#footnote-3)). The logic consequence is therefore that «the goal to define a cohesive system of collective bargaining should be backed by a clear regulation of consequences stemming from the violation of the rules on collective bargaining articulation and, above all, by a clear discipline of conflict of regulation» ([[4]](#footnote-4)). This could also be achieved through «a subsidiary legal discipline of rules governing the IR system» ([[5]](#footnote-5)). After all the empirical evidence shows that the statutory provisions for the legal enforceability of collective agreements and the peace obligation during their validity – which together form what Traxler and Kittel (2000) designate high bargaining governability (BGOV) – significantly affect the positive economic performances of the collective bargaining systems (Traxler 2003).

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3. () *Relazione finale della Commissione per la verifica del Protocollo del 23 luglio 1993,* § 43, c). [↑](#footnote-ref-3)
4. () *Ibidem*. [↑](#footnote-ref-4)
5. () *Ibidem*. [↑](#footnote-ref-5)