Questionnaire Unit 3

1. How can the expression “binding force”, contained in art. 37.1 SC, be construed and what conclusions can be drawn from each possible interpretation?

2. What kind of legal efficacy can be attributed to collective agreements and what consequences shall it will bring with it?

3. What kind of personal efficacy can be attributed to collective agreements and what consequences shall it will bring with it?

4. Why the Spanish legal system includes two types of collective agreements?

5. Definition of “estatutarios” and “extraestatutarios” collective agreements.

6. What kind of collective agreements does the Spanish legal system include? Which legal and personal efficacy does each one have? Please, provide some examples.

7. What are the so-called workforce agreements? What types of workforce agreements does our legal system include? What legal efficacy do they have?

8. What are the so-called framework collective agreements? Who can lawfully negotiate them? What types of framework collective agreements does the Spanish legal system include?

9. What is the role or functions of framework collective agreements?

10. What is the scope of the collective agreement and how can it be distinguished from the bargaining unit of the collective agreement? Which elements define the scope of any collective agreement?

11. What limits are the negotiators bound by in order to lay down the collective agreement's scope?

12. Can negotiators lawfully exclude certain groups or categories of workers from the collective agreement’s scope?

13. What is the so-called concurrence of collective agreements? What does the WS lay down with regard to it?

14. If two collective agreements have complementary regulations, shall the concurrence ban be applied? Please, give reasons for your answer.

15. If a collective agreement is given notice of termination, shall the concurrence ban be applied? Please, give reasons for your answer.

16. What exceptions to the concurrence ban does the Spanish legal system include?

17. What is meant by the so-called “application priority” of the company collective agreements? Can this rule be lawfully waived by a framework collective agreement?

18. Can a statewide collective agreement be lawfully affected by an Autonomous Region one? If so, which legal conditions are required?
19.- If a concurrence of collective agreements arises, which collective agreement shall be applied?

20.- What is the so-called “non-application” or “opting out” of the collective agreement?

21.- What are the legal grounds for opting out of the collective agreement? What procedure shall be adopted for doing so?

22.- What content shall be contained in any workforce agreement for the non-application of the collective agreement?

23.- What possible content and what minimum content shall any collective agreement have?

24.- What is the difference between the collective agreement’s normative content and obligational content?

25.- What length shall collective agreements shall? Can negotiators lawfully trigger the collective agreement’s amendment while it is still in force?

26.- When a new collective agreement is being negotiated, must it be strictly respected the rights contemplated in the former one?

27.- What happens if, once reached the final term of a collective agreement, a notice of its termination is not given by neither of the parties?

28.- What happens if, once reached the final term of a collective agreement, a notice of its termination is given by either of the parties?

29.- What is meant by the so-called “collective agreement adhesion”? Which individuals are empowered to trigger the adhesion? Is it possible to partially adhere to a collective agreement?

30.- What is meant by the so-called “collective agreement extension”? Which individuals are entitled to trigger the collective agreement extension? What are the legal requirements laid down by the Workers Statute for the extension of a collective agreement?