

# **Athletes for Good Governance and Rights in Europe**

## **Deliverable D2.1 CBA REPORT**

August 2025





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## CBA REPORT

August 2025

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# EXECUTIVE SUMMARY

## 1. Introduction and Project Context

The AGREE (Athletes for Good Governance and Rights in Europe) project is a three-year EU-funded initiative coordinated by the EAPA, with player associations and an academic partner across multiple Member States. Its purpose is clear: to strengthen the protection of athletes' rights and working conditions through collective bargaining agreements (CBAs), underpinned by evidence-based research and structured social dialogue.

The project recognises that while sport has unique features, athletes are workers under EU law when performing under an employment relationship. Collective bargaining is therefore not just a labour relations tool — it is a legal mechanism that delivers certainty for governing bodies, protects athlete welfare, and reduces the risk of litigation under EU competition law, as demonstrated in high-profile cases such as *Diarra* (C-650/22) and *ISU* (C-124/21 P).

AGREE is structured in stages to ensure practical impact:

1. **Initial Research and Report** – Mapping existing collective bargaining arrangements in European sport, analysing legal frameworks, and identifying gaps. This report is the product of that stage.
2. **Job Shadowing Exchanges** – Players' associations will learn from best practices in Europe and beyond, observing how established unions negotiate and implement agreements.
3. **European Minimum Standard Contract and CBA Framework** – The project team will identify and consolidate minimum standards to ensure good governance and respect for athletes' rights, creating a template for use across sports and countries.
4. **Practical Guide on CBAs** – A user-friendly booklet compiling relevant information, practical advice, and examples of good practices to assist both athletes and sports organisations in initiating and improving collective bargaining.

This structured approach ensures that the project will not only provide evidence and recommendations but also deliver tools, capacity-building, and tangible outcomes for the sports sector.

Sport in Europe has a distinctive legal and institutional framework. It is recognised in Article 165 of the Treaty on the Functioning of the European Union (TFEU), which calls for the promotion of fairness and openness in sporting competitions and the protection of the physical and moral integrity of sportspeople. At the same time, athletes' employment conditions fall within the – limited – EU's social policy and labour law competences, with important implications for how employment rights and CBAs operate in the sporting sector.

The AGREE project builds on these legal foundations and EU priorities. It responds to growing concerns that while professional athletes in some sports enjoy comprehensive

CBAs — covering wages, working time, health protection, image rights, and career transition — many others, particularly women, athletes in smaller markets, or those in non-traditional disciplines, have little or no collective protection. This gap undermines the EU's broader policy goals on equality, inclusion, and good governance.

Through comparative legal analysis, country case studies, and direct engagement with stakeholders, the project has documented the current landscape of CBAs in sport across different Member States, identified structural barriers to their development, and formulated recommendations to address them. These findings are intended not only to inform athlete organisations, but to engage governing bodies, federations, and public authorities in constructive dialogue — recognising that effective collective bargaining benefits the integrity, sustainability, and credibility of sport itself.

## 2. EU Law and Policy Context

Collective bargaining in sport is supported not only by national labour laws but also by the EU's legal framework and case law, which confirm that social dialogue is both lawful and necessary to balance economic and social objectives.

Under Articles 151–155 TFEU, the EU is committed to improving working conditions and promoting social dialogue. The Treaties explicitly allow social partners to conclude agreements that can be implemented through EU law, highlighting the legitimacy and importance of CBAs.

The Court of Justice of the EU (CJEU) has repeatedly confirmed that collective agreements serving social policy goals enjoy protection from EU competition rules. In *Albany* (C-67/96) and *FNV Kunsten* (C-413/13), the Court ruled that CBAs are exempt from antitrust restrictions where they improve employment conditions. This principle is especially relevant for sports, where governing bodies may fear that CBAs could conflict with competition law.

Recent sports-related cases reinforce this message:

- In *ISU* (C-124/21 P) the CJEU established that overly restrictive eligibility rules can breach competition law where they lack proportionality. The case underlines that sports regulations must be compatible with EU law and that social dialogue — including CBAs — can help design proportionate rules that protect both competition and athletes' rights.
- In *Diarra* (C-650/22), the CJEU found that certain transfer rules imposed excessive restrictions on a player's freedom to work. The judgment demonstrates that where sports regulations have significant effects on athletes' livelihoods, they must be balanced with fundamental labour rights. CBAs offer a structured way to achieve that balance, ensuring that rules serve legitimate sporting objectives without undermining workers' freedoms.

EU labour directives also provide a floor of rights that CBAs in sport can build upon. For example, the **Working Time Directive** (2003/88/EC) and the **Transparent and Predictable Working Conditions Directive** (2019/1152) address working hours, rest

periods, and contractual clarity — all issues that can be tailored to the specific realities of athletic careers through collective bargaining.

The EU's **Work Plan for Sport** and the **European Sectoral Social Dialogue** further encourage structured dialogue between employers and athletes' representatives. The AGREE project's findings demonstrate that CBAs are a practical mechanism to translate these high-level policy commitments into concrete protections for athletes, aligning sport with the EU's broader social and economic objectives.

### 3. Key Findings

The AGREE project's comparative research across the European Union and the UK reveals wide variation in how collective bargaining operates in sport, but also clear opportunities for alignment with EU legal and policy goals.

#### *1. Legal recognition varies — but the principle is universal*

All five countries legally recognise collective bargaining, either through constitutional provisions (e.g. Spain, Italy) or statutory frameworks (e.g. UK, Ireland, Finland). In practice, however, the scope and enforceability of CBAs differ sharply. Civil law systems (Spain, Italy, Finland) tend to give CBAs normative effect across entire sectors, while common law systems (UK, Ireland) rely more on voluntary agreements that lack automatic extension.

#### *2. Sport-specific frameworks are uneven*

Spain and Italy have specific legislation for professional athletes — such as Spain's *Royal Decree 1006/1985* — and well-established CBAs in sports like football, basketball, and futsal. In Finland, a sport-specific CBA exists in ice hockey, but coverage is partial. The UK and Ireland have fewer formal CBAs in sport, and where they exist, they are often confined to certain clubs or leagues (e.g. professional rugby in the UK).

#### *3. CBAs bring tangible benefits for athletes and more*

Where CBAs exist and are implemented, they regulate a broad range of matters: wages, contractual stability, training conditions, leave, health and welfare, social protection, image rights, and dispute resolution. In some cases, such as Spanish women's football, CBAs have been instrumental in advancing gender equality, securing minimum salaries, and formalising maternity protections. CBAs can also be instrumental to promote the objectives of Governing Bodies: in Italy, the Serie A football CBA includes a relegation clause that automatically reduces salaries by 25% when clubs drop to Serie B. This shows that CBAs can be designed not only to protect athletes, but also to promote sustainability and competitive balance in sport.

#### *4. Decentralisation trends require careful management*

Collective bargaining in sport can take diverse forms — from sectoral agreements to club-level arrangements. In the Netherlands, a single ice hockey club concluded a binding CBA with a union, showing that effective bargaining can be scaled to different contexts. Research from Finland shows that moving from centralised, sectoral bargaining to more decentralised models ("local pots" or firm-level bargaining) can

fragment protections and lead to uneven benefits, particularly for blue-collar or lower-paid workers. While wage effects may be modest in the short term, decentralisation without strong coordination risks creating gaps in athlete protection — especially in sports with weaker union presence.

### *5. Barriers to collective bargaining in sport remain significant*

Even in countries with strong legal frameworks, athletes face challenges:

- **Representation gaps** — fragmented unions or low membership in certain sports, particularly women's and semi-professional disciplines.
- **Employer resistance** — reluctance by federations or clubs to recognise athlete unions or engage in binding negotiations.
- **Lack of enforcement** — even binding CBAs can be undermined by poor monitoring or insufficient legal remedies.
- **Transnational gaps** — no country studied formally recognises transnational CBAs, despite the cross-border nature of many sports.

### *6. Alignment with EU law strengthens the case for CBAs*

The *ISU* and *Diarra* cases show that poorly balanced sports regulations can breach EU competition or labour law, creating legal uncertainty for governing bodies. CBAs offer a structured, lawful way to design proportionate rules that protect both the sport's integrity and athletes' rights — reducing litigation risk and aligning with EU principles under Articles 151–155 TFEU.

## **4. Recommendations**

The AGREE project findings point to a clear conclusion: collective bargaining in sport is not only a matter of fairness — it is a tool for legal certainty and alignment with EU policy goals.

To unlock its full potential, we recommend the following actions:

### *1. Recognise and engage with athlete unions*

Sports governing bodies and federations should formally recognise representative athlete unions and enter into structured negotiations. Where legal thresholds for recognition are unclear (as in the UK and Ireland), voluntary recognition can still deliver stability, trust, and compliance with international good practice.

### *2. Promote sectoral or coordinated bargaining in sport*

Fragmented, club-level agreements risk leaving many athletes without protection — particularly in women's and semi-professional sports. Sectoral or coordinated CBAs, as seen in Spain, Italy, and to some extent Finland, ensure consistent standards across leagues and divisions.

### *3. Use CBAs to address priority issues for athlete welfare*

CBAs should be designed to cover:

- Minimum pay;
- Training and workload management;



- Health, safety, and insurance;
- Maternity, paternity, and parental leave;
- Post-career transition and pension rights;
- Image rights and commercial opportunities.

#### *4. Align sports regulations with EU law through CBAs*

The *ISU* and *Diarra* cases demonstrate the legal risk of imposing rules without adequate consultation or consideration of their proportionality. Negotiated agreements between athlete unions and governing bodies offer a defensible, EU-compliant route to regulating competition formats, transfer systems, or disciplinary frameworks.

#### *5. Leverage EU funding to build capacity for bargaining*

EU programmes, including Erasmus+ and the European Social Fund, can support training for athlete representatives, legal advice for negotiations, and pilot CBAs in under-represented sports. Federations and public authorities should actively support such funding applications in partnership with athlete unions.

#### *6. Strengthen enforcement and monitoring*

Even the best CBAs are ineffective without enforcement. Federations and public authorities should work with unions to establish joint monitoring committees, transparent compliance reporting, and accessible dispute resolution mechanisms.

#### *7. Encourage transnational dialogue*

While national law governs CBA enforceability, many sports operate across borders. National federations should collaborate through European or international bodies (e.g., FIFPRO, EAPA) to align minimum standards and explore frameworks for recognising transnational agreements

## 1. Introduction and Methodology

The AGREE (Athletes for Good governance and Rights in Europe) project is an Erasmus+ funded initiative aimed at enhancing sport governance through the development of knowledge and competencies related to collective bargaining. Recognizing the intrinsic link between athlete rights, collective bargaining, and effective governance, the project's overarching goal is to foster a deeper understanding of, and stronger support for, social dialogue and collective bargaining within the sport sector.

Despite the prevalence of Collective Bargaining Agreements (CBAs) in European sport, particularly in football and other professional team sports, many athletes are still deprived of worker status, limiting their ability to engage in these crucial processes. This project directly addresses this gap by focusing on improving the understanding, support, and prevalence of social dialogue and collective bargaining to contribute to better sport governance.

The AGREE project will achieve its objectives through a series of comprehensive actions:

- **Research:** Conducting in-depth research into existing collective bargaining agreements in sport, analyzing national normative frameworks in selected countries, and examining transnational CBAs.
- **Knowledge Exchange:** Organizing job shadowing visits and national events to facilitate peer learning and the sharing of good practices among project partners and stakeholders.
- **Standard Setting:** Developing European minimum standard contracts and collective bargaining agreements, alongside practical guidelines, to provide tangible tools for enhancing athletes' situations.
- **Dissemination:** Ensuring wide dissemination of its results and deliverables to key stakeholders at national, European, and international levels.
- **Cooperation:** Fostering collaboration between relevant stakeholders across different levels.

The project consortium is strategically composed to ensure diverse expertise and broad reach. It is coordinated by the European Athletes and Players Association (EAPA), the European multisport federation of player unions and associations. Key academic support is provided by Edge Hill University, a leading institution with expertise in labour law, sports law, and EU law." Into "Key academic support is provided by Edge Hill University (UK). Additionally, eight diverse player unions and associations are participating (Asociación de Baloncestistas Profesionales (Spain), Asociacion de Jugadoras de Futbol Sala (Spain), Giocatori Italiani Basket Associati (Italy), Gaelic Players Association (Republic of Ireland), Spillerforeningen Håndbold (Denmark), NL Sporter (Netherlands), Provale (France) and Jalkapallon Pelaajayhdistys (Finland)), representing seven European countries and a variety of sports, including basketball, cycling, futsal, handball, Gaelic games, rugby, volleyball, and individual sports. Associated partners include the International Labour

Organization, World Players Association, and FIFPRO Division Europe, further strengthening the project's global relevance and impact.

The following is the first Intellectual Output, the Preliminary Report (CBA Report), which aims to conduct in-depth research into existing collective bargaining agreements in sport, analysing national normative frameworks in selected countries, and examining transnational CBAs.

### 1.1 Purpose and Scope of the Report

This report presents a structured overview of collective bargaining in sport across the European Union and the United Kingdom. It examines the current landscape of Collective Bargaining Agreements (CBAs) in professional sport, analyses the normative legal frameworks of selected countries, and evaluates transnational CBAs. The report aims to inform stakeholders — including unions, federations, policymakers, and sport organisations — about best practices, governance gaps, and opportunities to enhance athletes' rights through collective labour regulation.

### 1.2 Background Context

In many sports, regulatory structures operate in a pyramidal fashion, covering elite, professional, amateur, and grassroots levels. National federations often face competing pressures over how revenues are distributed across this pyramid, balancing investment in grassroots development with the financial demands of elite sport. Governance at the elite level is typically dominated by powerful institutional actors such as national and international federations, National Olympic Committees (NOCs), and the International Olympic Committee (IOC). These organisations, historically structured as member associations, have not consistently ensured meaningful athlete representation in decision-making processes.

The broader regulatory environment is shaped by the so-called 'one-federation principle', which consolidates authority in a single governing body per sport and grants it significant economic and regulatory influence.<sup>1</sup> The Olympic Movement and International Federations, in particular, operate with substantial autonomy from governmental oversight and play a key role in shaping global sports markets. Such a model of sports governance grants the sports governing body the power to regulate a market, in ways that are capable of infringing the rights of its stakeholders. In this context, collective bargaining can provide some stability through a positive engagement with the workforce, which could alternatively rely on court action to have their rights protected.

Athletes are increasingly recognised as relevant stakeholders, challenging the traditional hierarchical system of governance.<sup>2</sup> Within this system, however, athlete trade unions and independent athlete organisations remain relatively rare. These structural features often result in athletes having limited influence over the terms and conditions under which they compete and train, reinforcing an unequal bargaining

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<sup>1</sup> Mittag, J., et al. *Good Governance in the Employment Relations of Athletes in Olympic Sports in Europe: Understanding–Evaluating–Improving* (2022), p.14.

<sup>2</sup> A Bosold and J Mayer, 'Athlete participation in decision-making in elite sport: a scoping review' (2025) *Sport in Society* 1-32, 2 <https://doi.org/10.1080/17430437.2025.2518095>

position in the absence of strong collective representation. When such a collective representation exists, employers and employees can enter into Collective Bargaining processes.

Collective bargaining refers to all negotiations between an employer (or group of employers/organisations) and one or more workers' organisations. Its purpose is to determine working conditions and terms of employment, such as wages, working hours, benefits and workplace safety, and/or to regulate relations between employers and workers, or between employer organisations and workers' organisations.<sup>3</sup> This process aims to adjust the power dynamics in employment relations, allowing employees to unite in negotiations rather than acting individually; it can also foster workplace fairness, stability, and cooperation, ultimately reducing conflicts and improving labour-management relations.<sup>4</sup>

While this report focuses on Collective Bargaining Agreements (CBAs), it is important to recognise that collective negotiations between athletes' representatives and sport bodies can produce a range of outcomes. These may include binding CBAs, but also softer forms such as memoranda of understanding (MoUs), joint declarations, codes of conduct, and informal arrangements that influence working conditions and governance practices. For example, the Gaelic Players Association in Ireland engages in structured negotiation with the Gaelic Athletic Association without a formal CBA, but with recognised outcomes on player welfare and support mechanisms. Similarly, FIFPRO and UEFA have adopted a framework agreement on minimum contract standards through the European Sectoral Social Dialogue process.

Where legal recognition of trade unions is limited or where athlete status is contested, these softer forms of negotiation, while not formally binding under national law, may still shape working conditions, influence decision-making, or lead to the institutionalisation of dialogue. The absence of a formal CBA does not necessarily imply the absence of collective representation — but it often reflects weaker legal protections, limited enforcement mechanisms, and a greater dependence on goodwill rather than contractual obligation.

### 1.3 Objectives

The Report aims to meet the following objectives:

- Map existing CBAs across sports in the EU and UK;
- Analyse the legal frameworks supporting or hindering CBAs in five selected countries (Finland, Ireland, Italy, Spain, UK);
- Assess the development, implementation, and legal implications of two key transnational CBAs;
- Identify patterns, challenges, and best practices relevant to athlete protection and industrial relations in sport.

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<sup>3</sup> J Hayter and J Visser, 'Making collective bargaining more inclusive: The role of extension' [2021] 160(2) *International Labour Review* 169-195, 170.

<sup>4</sup> W Zwysen and J Drahokoupil, 'Collective bargaining and power: Wage premium of collective agreements in Europe 2002–2018' [2024] 62(2) *British Journal of Industrial Relations* 335-357.

## 1.4 Methodology

This report is based on a mixed-methods approach, functionally combining legal and policy research with stakeholder engagement:

- **Literature Review:** An extensive review of academic, legal, and institutional sources (ILO, EU institutions, FIFPRO, national legislation) was conducted to provide conceptual grounding.
- **Country Profiles:** Qualitative data from four countries (Finland, Ireland, Italy, Spain and UK) were analysed to understand national legal frameworks and implementation contexts (Section 6).
- **CBA Mapping:** A comparative mapping of existing CBAs was conducted to assess scope, coverage, and content across sports and jurisdictions (Section 5).
- **Case Study Analysis:** Two transnational CBAs (in football and cycling) were examined to assess their content, enforcement mechanisms, and impact on national systems (Section 7).

## 2. Literature Review

### 2.1 Collective Bargaining Agreements: Concepts and Types

Collective bargaining is a free and voluntary process which requires engagement and collaboration from representative parties. When collective bargaining leads to an outcome, this is generated and agreed upon by the parties, not imposed on them. Collective bargaining negotiations can yield a variety of outcomes, one of which is formal collective bargaining agreements (CBAs).

CBAs identify legally binding contracts that outline comprehensive employment terms; other outcomes can be agreements that set minimum standards, or memoranda of understanding (MOUs). A MOU is not a legally binding agreement, but a statement of intention setting expectations for parties to engage in collaborative negotiations over identified issues of common interest. Framework agreements establish overarching principles and minimum standards for employment conditions, often at a sectoral or international level. These agreements set baseline protections, allowing for further negotiation at local or enterprise levels. Other preliminary forms of consultation and negotiation may be instrumental to identify opportunities to create CBAs: this is particularly useful when it allows unions to connect with employer organisations not presently engaged in negotiations.<sup>5</sup>

CBAs help balance power dynamics in industrial relations by ensuring fair treatment, workplace protections, and legal recourse for athletes. Without CBAs, employers are able to exert unilateral control over players' contracts, work conditions, and financial compensation.<sup>6</sup> This is particularly evident in sports where governing bodies have

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<sup>5</sup> M Kahancová and DD Date, 'Smart bargaining in the services sector: overview, challenges, opportunities - A conceptual and analytical framework' [2024] BARSERVICE Central European Labour Studies Institute, Bratislava 3-13.

<sup>6</sup> D Pannett, 'Collective Bargaining in Sport: Challenges and Benefits' [2015] 4 *UCL Journal of Law and Jurisprudence* 189. Pannett (n 6) 189.

historically dictated contractual terms without athlete input, as seen in cases where national federations impose restrictive agreements on Olympic athletes who lack formal employment contracts.<sup>7</sup>

In many cases, CBAs in sport may serve as legally binding contracts between Player Associations (PAs), Sports Governing Bodies (SGBs), and employers, regulating wages, benefits, health and safety, dispute resolution, and job security.

Stakeholders that can get involved in collective bargaining in sport are: PAs and Trade Unions on one side; Clubs, Leagues, and Employer Organisations and SGBs on the other. PAs and trade unions advocate for athletes in collective bargaining, fighting for fair compensation, job stability, and enhanced working conditions.<sup>8</sup> Trade unions are crucial for CBAs and encouraging union membership is vital to ensure adequate representation of athletes and protection of their rights. Prominent European PAs are FIFPRO, the Professional Footballers' Association (PFA) in the UK, Italy's Associazione Italiana Calciatori (AIC), and Spain's Asociación de Futbolistas Españoles (AFE). FIFPRO is crucial in negotiating cross-border collective bargaining agreements (CBAs) with FIFA and UEFA, especially concerning player contracts, dispute resolution processes, and employment protections.<sup>9</sup>

In Denmark the Society of Professional Footballers has a CBA for the male players, negotiated a standard contract for the female players, and made national team agreements for the women's and men's national teams as well as the men's U21 national team.

## 2.2 Employment Relations in Sport

Employment relations in sport present peculiarities that distinguish them from conventional labour relationships, such as the presence of multiple stakeholders, specific rules regulating the competitions and specific characteristics of the service provided by the workforce, all creating complexity that needs navigating.<sup>10</sup> For example, sports competitions have unique requirements that might affect employment terms and practices: uniformity of employment terms between employers may be necessary to produce the “product” – i.e. the competition itself. When an employment contract exists, some of the terms mentioned are non-negotiable, such as the work schedule, which depends on the sporting calendar, or anti-doping rules.<sup>11</sup>

<sup>7</sup> J. Mittag et al., *Understanding the Employment Relations of Athletes in Olympic Sports in Europe: Fact Report* (2022), 34.

<sup>8</sup> S De Spiegelaere, ‘Time for Action! How Policy can Strengthen (Multi-Employer) Collective Bargaining in Europe’ (Uni Europa, 2024) <https://www.uni-europa.org/wp-content/uploads/sites/3/2024/04/Uni-EuropaReportAnnex-1.pdf> accessed 17 March 2025.

<sup>9</sup> M Graham, G Garton and F Yellin, *WPA: #Right2Organise Survey and Report – Effective Athlete Representation in Global Sport* (UNI Global Union – World Players Association, 2023) [https://uniglobalunion.org/wp-content/uploads/WPA-R2O-Report\\_Digital-1.pdf](https://uniglobalunion.org/wp-content/uploads/WPA-R2O-Report_Digital-1.pdf) accessed 5 March 2025.

<sup>10</sup> L O’Leary, *Employment and Labour Relations Law in the Premier League, NBA and International Rugby Union* (TMC Asser Press 2017), 12.

<sup>11</sup> W Palmer, ‘Brexit and Social Dialogue in Sport’, in J Kornbeck (ed) *Sport and Brexit* (Routledge 2022) 105.



In team sports, it is generally accepted that an athlete who has entered into a contract with a professional team is a worker.<sup>12</sup> Conversely, in individual sports the status of athletes as either employees or independent contractors might influence their rights to negotiate collective agreements.<sup>13</sup> Individual athletes frequently operate in isolation, lacking the unified support that benefits team athletes and generally depend on national governing bodies (NGBs), international federations, or event-specific organisations like the International Olympic Committee (IOC) for financial support and regulatory structures.<sup>14</sup>

Sports Governing Bodies (SGBs), leagues and clubs may all contribute to regulating the conditions of employment of athletes in different capacities. Employers (clubs) traditionally define player contracts, employment conditions, and revenue distribution.<sup>15</sup> Clubs directly sign and manage athletes, while they often act as a single bargaining unit in the context of collective bargaining negotiations at league level. Some leagues, such as La Liga and Serie A, follow national CBA frameworks, while the Premier League negotiates at the club level. Employer organisations like the European Club Association (ECA) represent clubs in collective bargaining at European level, with 136 affiliated clubs across the EU. Member clubs engage in collective bargaining in eight Member States, with notable activity in France and Spain, also advocating for female players in 10 countries.<sup>16</sup>

Finally, though not direct employers, the SGBs' regulatory power extends over matters pertaining to the employment conditions, such as the FIFA RSTP, creating a three-party dynamic in CBA negotiations. This dynamic may be affected when leagues resist SGB-imposed regulations, such as FIFA's transfer policies affecting club autonomy. In Olympic sports, National Olympic Committees (NOCs) and federations oversee contracts and labour rights, though Olympic athletes often face weaker protections as they are classified as self-employed rather than employees.<sup>17</sup>

## 2.3 CBAs in sport: the landscape and trends

The prevalence of CBAs in sport and their degree of effectiveness differ widely across disciplines and regions, reflecting national labour laws and union influence.<sup>18</sup> The

<sup>12</sup> L O'Leary, M Seltmann and V Smokvina, 'Elite Athletes and Worker Status' [2024] *Industrial Law Journal*, 4.

<sup>13</sup> Pannett (n 6) 189.

<sup>14</sup> S Farrag, 'Olympians as Laborers: How Unionizing Can Help Athletes Bargain for Compensation and Better Structural Support' [2021] 32 *Fordham Intell Prop Media & Ent LJ* 689.

<sup>15</sup> Comisión Consultiva Nacional de Convenios Colectivos, 'Collective Bargaining in Europe' (Comisión Consultiva Nacional de Convenios Colectivos, 2004)

[https://www.mites.gob.es/ficheros/ministerio/sec\\_trabajo/ccncc/B\\_Actuaciones/Estudios/CollectiveBargainingInEurope.pdf](https://www.mites.gob.es/ficheros/ministerio/sec_trabajo/ccncc/B_Actuaciones/Estudios/CollectiveBargainingInEurope.pdf) accessed 16 February 2025.

<sup>16</sup> Ó Molina Romo, *Representativeness of the European Social Partner Organisations: Professional Football Sector* (European Foundation for the Improvement of Living and Working Conditions, 2023) <https://www.eurofound.europa.eu/en/publications/report/2023/representativeness-of-the-european-social-partner-organisations-professional-football-sector> accessed 11 June 2025.

<sup>17</sup> Mittag et al (n 8) 25.

<sup>18</sup> International Labour Organisation, 'Issues paper for discussion at the Global Dialogue Forum on Decent Work in the World of Sport' (ILO, 2020) <https://www.ilo.org/resource/other/global-dialogue-forum-decent-work-world-sport-issues-paper> accessed 26 February 2025.

World Players Association (2023) reported that 83% of basketball players, 80% of cricket players, and 73% of rugby players are covered by CBAs, indicating strong union presence in team sports. However, CBAs are less common in women's sports, lower leagues, and individual disciplines due to weaker union representation and financial constraints.<sup>19</sup>

The brief overview presented above describes a complex system of relations and statuses, resulting in disjointed forms and levels of representation, which makes it more challenging for athletes to engage in coordinated negotiation efforts. National Olympic Committees (NOCs) generally hold consultative roles and lack the authority to negotiate binding agreements for athletes.<sup>20</sup> The presence of trade unions specifically for Olympic athletes is uncommon, with notable exceptions found in France and Slovenia. In this system, athletes have traditionally enjoyed very limited direct representation.<sup>21</sup> In countries such as Norway, Finland, and Belgium, individual athletes may join general—rather than sport-specific—trade unions, while in others, including Germany, the Netherlands, the UK, and Portugal, independent athlete associations exist. Their role varies according to the legal framework: some focus primarily on advocacy, with occasional engagement in litigation to protect athletes' rights,<sup>22</sup> whereas others, like NL Sporter in the Netherlands, play a prominent role in representing all Olympic and other high-performance athletes. Finally, a general fragmentation of employment relations in sport can be observed, where the prevalence of non-standard contracts poses structural challenges to effective bargaining.

Within this multi-level relationship, effective athletes' representation might be impaired if SGBs impose the creation of athletes' commissions, over independent unions.<sup>23</sup> For example, the IOC Athletes' Commission is composed of athletes, nominated by their NOC or appointed by the IOC President. **Athletes' commissions might be useful in informing the SGB of issues relevant to athletes' working conditions, but they do not equate to athletes' unions: they are not independent bodies, and their role is merely advisory. They are also not representative bodies for the purpose of collective bargaining. Athletes' commissions are significantly less likely to raise contentious issues in their relations with governing bodies, and cannot exert pressure through industrial action.**

Additionally, some federations have simply resisted unionisation efforts, maintaining control over athlete contracts and sponsorship deals.<sup>24</sup> ILO Conventions (No. 87; No. 98) offer protection against discriminatory practices and the right to unionisation; however, instances of anti-union behaviour are prevalent in sports.<sup>25</sup>

Frictions and obstacles in the relationship between employers and employees can lead to industrial actions. While the sporting industry presents specific characteristics

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<sup>19</sup> Graham, Garton and Yellin (n 10), 34.

<sup>20</sup> Mittag et al (n 1) 16.

<sup>21</sup> JL Chappelet, 'The unstoppable rise of athlete power in the Olympic system' (2020) 23(5) *Sport in Society* 795, 795–809.

<sup>22</sup> Mittag et al (n 1) 25.

<sup>23</sup> Mittag et al (n 8) 15.

<sup>24</sup> Pannett (n 6) 189.

<sup>25</sup> Graham, Garton and Yellin (n 10) 4.



that can morph into constraints on both sides of this relationship, such as unique skills of the workforce that cannot be easily replaced outside the industry and short careers for players that need quick resolution of disputes, industrial actions are not unprecedented.<sup>26</sup>

## 2.4 Transnational Efforts in Collective Bargaining

In recent years, the landscape of professional sports labour relations has seen increasing efforts to develop transnational CBAs that operate beyond national jurisdictions. With the globalisation of elite sport and the mobility of athletes across borders, there is growing momentum for regulatory frameworks that can harmonise standards internationally.<sup>27</sup> In contrast to North America, where major leagues operate under a centralised structure where the league functions as the formal employer of athletes, creating a relatively straightforward framework, professional leagues in Europe function primarily as governing or coordinating bodies, while individual clubs are the employers. This decentralised employment structure complicates the collective bargaining process, especially when attempting to introduce league-wide or cross-border agreements.

A relevant framework for institutional dialogue between Social Partners is Social Dialogue. This instrument has the potential to suit the sporting industry, due to its voluntary and flexible nature. In this context, the experience in professional football represents the forefront of the gradual 'Europeanisation' of the sports sector, which may lead to significant procedural and substantive changes compared to other major sports.<sup>28</sup> However, it is noted how, although SD is becoming increasingly recognised, it remains uncommon in professional sports across Europe, varying by country, type of sport, and gender.<sup>29</sup>

The literature suggests that Social Dialogue constitutes an ideal platform for various stakeholders and advocacy groups within the EU's sports policy framework to reach agreements, thereby reducing the reciprocal challenges they present to each other.<sup>30</sup>

The focus on the notion of dialogue here is particularly relevant: encouraging communication (between sports organisations and players' unions) and creating strategies for enhanced Social Dialogue is seen as essential for creating solutions and improving workplace safety, protecting young athletes, and promoting initiatives related to discrimination, gender equality, and tackling gender-based violence.<sup>31</sup> The

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<sup>26</sup> O'Leary (n 11) 12.

<sup>27</sup> De Spiegelaere (n 9) and Mittag et al (n 8)

<sup>28</sup> B Keller, 'Sectoral Social Dialogue in Professional Football: Social Partners, Outcomes and Problems of Implementation' [2018] *SSRN Electronic Journal* 5, 5-43.

<sup>29</sup> L Fiege and M Seltmann, 'Social dialogue in professional sports in Europe: towards democratic governance between the European Sport Model and national industrial relations?' [2024] *Journal of European Public Policy* 1, 1-33.

<sup>30</sup> R Parrish, 'Social dialogue in European professional football' [2011] 17(2) *European Law Journal* 213, 213–229.

<sup>31</sup> International Labour Organization, *Professional Athletes and the Fundamental Principles and Rights at Work: ILO Brief* (ILO Technical Brief, ILO 2024) <https://doi.org/10.54394/UPJT5382>.

European Commission has also stressed the importance of engaging with Social Dialogue to build sustainable communities, as it can help reconcile economic progress with the well-being of workers, encourage innovation while narrowing income disparities, support social fairness, and improve workplace conditions.<sup>32</sup>

### 3. The Legal Framework

The legal framework governing collective bargaining operates at both international and national levels, with European Union (EU) regulations, International Labour Organisation (ILO) conventions, and country-specific labour laws influencing how CBAs function. In particular, across the EU, different national legal systems provide different frameworks for the recognition, legal effect and enforcement of CBAs. The legal framework might be established through labour codes in civil law countries (e.g., France or Germany) or legal precedents in common law countries (e.g., the United Kingdom).<sup>33</sup>

In many EU countries, CBAs are not mandated by law but are recognised as a legitimate outcome of negotiations between employers (or their associations) and workers' representatives (typically trade unions). Their legal validity depends on meeting statutory requirements concerning representativeness, registration, and scope.

#### 3.1 Participation, Recognition and Worker Status

Employment relationships are commonly understood to involve structural inequalities, with employers generally holding greater bargaining power over their counterparty. This imbalance has been acknowledged by the UK courts: in *Braganza*,<sup>34</sup> the Supreme Court highlighted the “significant imbalance of power” in employment contracts. With specific reference to football, in *Eastham v Newcastle United Football Club*,<sup>35</sup> the High Court noted the disparity in negotiating power between a professional footballer and their club. Statutory employment protections aim to address these inequalities, but Collective Bargaining Agreements can further promote balance by enabling workers to negotiate collectively.<sup>36</sup> The right to strike or take industrial action is also a fundamental means by which workers may assert their interests. Although the right to

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<sup>32</sup> European Commission, Directorate-General for Employment, Social Affairs and Inclusion, ‘Sustainability and governance: the role of social dialogue’ in Publications Office (ed), *Employment and social developments in Europe 2019: sustainable growth for all: choices for the future of Social Europe* (Publications Office 2019) 210-226.

<sup>33</sup> Eurodev, ‘Collective Bargaining Agreement in EU: Explained’ (Eurodev, 2025)

<[<sup>34</sup> \*Braganza v BP Shipping Ltd\* \[2015\] UKSC 17, para 18.](https://www.eurodev.com/blog/collective-bargaining-agreements-europe#:~:text=The%20most%20fundamental%20aspects%20of,with%2015%20years%20of%20tenure.></a><br/>accessed 3 June 2025.</p></div><div data-bbox=)

<sup>35</sup> *Eastham v Newcastle United Football Club* [1964] Ch 413 (ChD), para. 14.

<sup>36</sup> O’Leary (n 11) 4.

strike is guaranteed under the European Court of Human Rights' (ECtHR) interpretation of Article 11 of the European Convention on Human Rights (ECHR), national law may impose requirements that must be necessarily satisfied in order to exercise this right lawfully.

The ability to enter into collective agreements may depend on the status of the person – whether they are employed, workers, or self-employed. The nature of the relationship between the athlete and the organisation for which they perform their services determines the respective rights and obligations of each party. It must be noted, however, that the amateur or professional label attributed to an athlete by their federation may not necessarily dictate the nature of the service provided, and hence their status under labour law.<sup>37</sup> Employee status offers the benefit of access to minimum statutory employment rights and trade union rights that may not necessarily be available to independent contractors or other non-employee workers.

In general terms, the relationship between an employee and an employer is characterised by three main elements: control, remuneration and continuity. The employer can exercise control over the time and mode of performing the services; employees do not bear financial risks but they are remunerated by the employer; the service is provided continuously for a period of time. In recent years, this distinction has started to blur, with the emergence of disguised employment, where individuals supply services through intermediaries but would be considered employees if contracted directly, and false self-employed, where individuals are labelled as self-employed but work under conditions akin to employment.

In team sports, it is generally accepted that an athlete who has entered into a contract with a professional team is a worker.<sup>38</sup> Conversely, in individual sports, athletes may be considered self-employed, as they bear financial risks for their activity, and they stand to make a profit from it. For example, Olympic athletes frequently receive minimal to no compensation directly associated with their involvement or achievements.<sup>39</sup> Where athletes in individual sports are able to challenge their classification as independent contractors, and are instead recognised as workers, they will be able to engage in collective bargaining processes. This would also fall in line with the ILO Recommendation 206 (No 198) on the Employment Relationship, which stipulates that the nature of the relationship should be determined with reference to the performance of work and remuneration received, rather than the classification stipulated by the parties.<sup>40</sup>

A fundamental requirement for the collective bargaining process is the recognition of representative employers' and workers' organizations. Such a recognition might be difficult in circumstances, where employers refuse to negotiate with the representative unions or where there are disputes over the true representative nature of the unions. National law may establish criteria and statutory provisions for recognition. When recognition is lacking or other requirements are not met, alternative arrangements may

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<sup>37</sup> Ibid. and as an example of case law confirming this in the UK, see *Ferguson v John Dawson and Partners (Contractors) Ltd* [1976] IRLR 346 (CA) and *Autoclenz Ltd v Belcher and Others* [2011] UKSC 41 (SC).

<sup>38</sup> O'Leary, Seltmann and Smokvina (n 13) 4

<sup>39</sup> Ibid., 27.

<sup>40</sup> ILO Employment Relationship Recommendation No 198 (2006), art. 9

emerge — such as club-level agreements, individual contracts, or soft law instruments — but these often lack the enforceability and stability of CBAs formally recognised by labour law.

### 3.2 Effects and Enforcement of CBAs

When collective bargaining leads to an agreement, this binds the signatories and those on whose behalf it is concluded, but in some legal framework can also be extended to cover the entire sector under specific circumstances. These agreements take precedence over individual contracts of employment, unless such contracts are more favourable to workers.<sup>41</sup>

In many Member States, CBAs have normative force and are considered a source of law within the hierarchy of labour regulation. They may supplement statutory standards, and in some jurisdictions, they may even replace or derogate from certain legal provisions, provided they comply with principles of favourability and minimum protection: the terms of a CBA can deviate from statutory norms only if they are more beneficial to the workers.<sup>42</sup> For example, if a CBA provides for better pay conditions for workers than the minimum salary established by law, the superior level of protection will apply. This has allowed, for instance, the French professional rugby CBA to establish longer paid leave entitlements, improved job security provisions, and stronger health and safety rules than those contained in the general sports agreement or national law. Similarly, in the Netherlands, CBAs in football include provisions that are more favourable than general labour law, while in Ireland Rugby, players benefit from holiday entitlements and pension rights that exceed statutory requirements.

However, such binding effect might be subject to specific requirements. In many EU countries a collective agreement must be filed or registered with labour authorities to take effect. Some legal frameworks (e.g. the Netherlands, Italy, Spain) allow for CBAs to be declared generally binding by ministerial decree, extending their effect to all workers and employers in a sector, even those not party to the agreement. In contrast, in Ireland's amateur Gaelic sports context, no formal employment relationship exists, meaning CBAs fall outside the scope of national labour law and are instead governed by informal arrangements and tax-related compliance rules, while in the UK CBAs are not legally binding unless explicitly incorporated into individual employment contracts.<sup>43</sup>

CBAs often provide for means to resolve disputes related to their enforcement. If a CBA is formally binding (as it is in Italy or Spain), its violation can be litigated in labour or civil courts, or resolved through joint arbitration panels. Italy typically resolves sports labour disputes via arbitration (e.g. the Italian Olympic Committee's tribunals) rather

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<sup>41</sup> ILO, Collective bargaining: a policy guide (2015)  
<https://researchrepositary.ilo.org/esploro/outputs/encyclopediaEntry/Collective-bargaining/995218593702676#file-0> Accessed 3 June 2025

<sup>42</sup> See for example Art. 84 Royal Decree 1006/1985 in Spain and Art. 2077 of the Italian Civil Code.

<sup>43</sup> Trade Union and Labour Relations (Consolidation) Act 1992, s 179.

than ordinary courts. By contrast, in the UK a CBA generally lacks independent legal status, so enforcement usually arises through individual employment contracts.

### 3.3 The International Legal Framework

Collective Bargaining Agreements (CBAs) are a central instrument in labour relations across Europe, recognised both in national legal systems and in international human rights frameworks. While some international organisations engage with employment-related matters, their involvement in the regulation of collective bargaining is often limited, incidental, or secondary to their primary mandates.<sup>44</sup>

At international level, the role of the International Labour Organization (ILO) must be acknowledged. The ILO is an agency of the United Nations which aims to promote workers' rights and social protection, through international conventions that require implementation from the signatory states and other policy measures designed to support governments and social partners in improving industrial relations and use of collective bargaining.

With reference to Collective Bargaining, the ILO has adopted a number of instruments: Convention No. 154 Article 2 (ILO, 1981) defines Collective Bargaining as:

*“extend[ing] to all negotiations which take place between an employer, a group of employers or one or more employers' organisations, on the one hand, and one or more workers' organisations, on the other, for (a) determining working conditions and terms of employment; and/or (b) regulating relations between employers and workers; and/or (c) regulating relations between employers or their organisations and a workers' organisation or workers' organisations”.*

Convention No. 87 on Freedom of Association and Protection of the Right to Organise (1948) and Convention No. 98 on the Right to Organise and to Bargain Collectively (1949). While these Conventions do not expressly guarantee the right to strike, ILO supervisory bodies — the Committee on Freedom of Association and the Committee of Experts — recognise strike action as a fundamental right to protect workers' economic and social interests.

While these instruments are important policy tools, they do not constitute an international legal system that directly regulates collective bargaining. The effects of such Conventions at the national level depend on the characteristics of the legal system. For example, while the UK is a member of the ILO, it also has a dualist legal system, meaning international treaties only take effect domestically if ratified through legislation. As the UK has not ratified Conventions 87 or 98, these instruments currently have no legal effect in UK law.<sup>45</sup>

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<sup>44</sup> R Pedersini, 'International organisations and the role of collective bargaining' (2019) 25(2) *Transfer: European Review of Labour and Research* 181, 181-203.

<sup>45</sup> O'Leary (n 11) 9.

The International Labour Organization (ILO) also contributes to the policy debate through reports such as *Work for a Brighter Future*,<sup>46</sup> in which it affirms that collective bargaining is both a fundamental right and a powerful mechanism for achieving economic growth and social justice. The report calls for stronger engagement with collective representation of workers and employers through social dialogue, and emphasises that States must ensure that all workers and employers are guaranteed the right to collective bargaining.

The ILO has also considered issues pertaining to employment relations in the world of sport. In its 2012 *International Standard Classification of Occupations*, the ILO identified the main tasks of athletes and sports players, which are to train and compete in sporting events, either individually or as part of a team, for financial gains. In the 2020 *Decent Work in the World of Sport*, the ILO further defines professional athletes as all athletes and sports persons, regardless of their employment status, who gain income through competitive sport and offer an activity that is controlled by a sports organisation, whether a club or a federation.

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## 4. The European Union and CBAs in Sport

### 4.1 EU Competence

At European Union level, the right to collective bargaining is protected under Article 28 of the Charter of Fundamental Rights of the European Union:

*“Workers and employers, or their respective organisations, have, in accordance with Union law and national laws and practices, the right to negotiate and conclude collective agreements at the appropriate levels and, in cases of conflicts of interest, to take collective action to defend their interests, including strike action.”*

The impact of European Union Law on the area discussed in this Report must be carefully scrutinised. The EU has become a global market and normative power, capable of setting standards that become the norm beyond the boundaries of its territory.<sup>50</sup> Furthermore, the EU can exercise a pivotal role in the area of sport as it is

<sup>46</sup> Global Commission on the Future of Work, *Work for a brighter future* (ILO 2019).

<sup>47</sup> International Labour Office, *International Standard Classifications of Occupations: ISCO-08* (ILO 2012).

<sup>48</sup> Ibid. 210.

<sup>49</sup> *Issues paper for discussion at the Global Dialogue Forum on Decent Work in the World of Sport* (Geneva, 20–22 January 2020) 1.

<sup>50</sup> C Damro, ‘Market power Europe’ (2012) 19(5) *Journal of European Public Policy* 682, 690.



less vulnerable to political pressures than Member States. In particular, Member States may be reluctant to act against the interests of SGBs as they can often exercise political leverage better than other stakeholders.

The intervention of the European Union, however, is to some extent limited by its competence. Both in the area of Sport, and in the field of employment, the legislative competence of the Union is limited. In sport, Article 165 TFEU establishes that the EU cannot adopt any binding legislative measure aiming to harmonise the legislation of Member States, but its role is just to support, coordinate and supplement the action of Member States. Similarly, in the field of employment the EU can facilitate and support the action of Member States, and adopt Directives for the setting of minimum requirements in specific fields (e.g. working conditions, social protection, equality between men and women...).<sup>51</sup> However, under Article 153 TFEU, the Union is expressly prohibited from legislating on matters related to salary, right of association, right to strike and to impose lock-outs.

This has not prevented the EU from adopting harmonising measures, attempting to ensure greater and more uniform protection for the workforce throughout the European Union.<sup>52</sup>

It must also be noted that, while the legislative competence in a specific field might be limited, such as the competence in Sport, the European Union can always adopt binding legislation when the objective is to ensure the functioning of the internal market. Under Article 114 TFEU, the EU would be able to act when necessary to protect or enhance the functioning of the internal market, even when the action has a direct impact in a different policy field.<sup>53</sup>

## 4.2 Collective Agreements and the Internal Market

Despite the limited competence, European Union Law provisions apply to CBAs. In particular, industrial actions that can arise in the context of Collective Bargaining might constitute restrictions on freedom of movement principles. Furthermore, there is an inherent tension between Article 101 TFEU, which prohibits agreements between undertakings that restrict or distort competition, and CBAs, where associations (of undertakings) come together to regulate the conditions of employment in a certain market.

With regard to the right to take industrial action, the CJEU has considered that the economic rights of the employer may be legitimately restricted through an industrial action taken by a trade union, provided that such restriction does not go beyond what is required to protect the rights of workers.<sup>54</sup> Therefore, the right to strike is not

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<sup>51</sup> Treaty on the Functioning of the European Union, art 151.

<sup>52</sup> See, for example, Directive 2003/88/EC (Working Time Directive) [2003] OJ L 299; Directive (EU) 2019/1152 (Transparent and Predictable Working Conditions Directive) [2019] OJ L 186.

<sup>53</sup> S Weatherill, 'The limits of legislative harmonisation ten years after Tobacco Advertising: how the Court's case law has become a 'drafting guide'' (2011) 12 *German Law Journal* 827.

<sup>54</sup> See Cases C-438/05 *International Transport Workers' Federation v Viking Line ABP* [2008] All ER (EC) 127, and C-341/05 *Laval un Partneri Ltd v Svenska Byggnadsarbetareförbundet* [2008] All ER (EC) 166.

absolute, but its exercise is subject to an assessment of its proportionality to a legitimate objective pursued: such assessment has been criticized as essentially requiring trade unions to demonstrate that the industrial action is a measure of last resort against a serious threat.<sup>55</sup>

The CJEU has also recognised that certain restrictions of competition are inherent in collective agreements between organisations representing employers and workers, and they are justified by social policy objectives when they are necessary for the improvement of working conditions.<sup>56</sup> Under this approach, agreements that are entered into as part of collective bargaining between employers and employees, and which directly improve working conditions (e.g., wages, job security), fall outside the application of Article 101 TFEU.<sup>57</sup>

This approach, as originally developed, presents two limits: first, the exception ceases to apply if it affects third parties, such as commercial rights holders. Second, the exception applies only to employees, excluding many atypical workers who may be classified as independent contractors or ‘undertakings’.

The approach of the Court was further refined in *FNV Kunsten*,<sup>58</sup> a case in which the CJEU assessed a Dutch collective agreement setting minimum fees for freelance musicians. Self-employed individuals, such as musicians, offer their services on a given market in return for remuneration and perform their activities as independent economic operators,<sup>59</sup> as such, they are normally treated as independent undertakings, rendering the agreement discussed in the case an anti-competitive agreement between an association of undertakings, rather than social partners. Conversely, in cases where self-employed individuals do not determine independently [their] conduct on the market” and “operate as an auxiliary within the principal’s undertaking”, because they do not bear financial or commercial risks of the activity, they will lose the status of independent trader.<sup>60</sup> Essentially, if the individuals are formally treated as self-employed, but they are in fact financially reliant on a single entity, which can dictate working conditions, they will not be considered independent trader, but ‘false self-employed persons’ and collective agreements they enter into may benefit from the *Albany* exception.<sup>61</sup>

In this context, the categorisation of self-employed status of an individual under national law does not necessarily affect the assessment under European Union Law.<sup>62</sup> Such an assessment is based on the criteria illustrated above and is independent of the approach taken at national level. This case law has the potential to significantly strengthen arguments for extending labour protections to those self-employed athletes

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<sup>55</sup> O’Leary (n 11) 152.

<sup>56</sup> G Monti, ‘Collective labour agreements and EU competition law: Five reconfigurations’ [2021] 17(3) *European Competition Journal* 714, 714-744.

<sup>57</sup> C-67/79, *Albany International v Stichting* [1999] ECR I-5751, at para. 59

<sup>58</sup> C-413/13, *FNV Kunsten Informatie en Media v Staat der Nederlanden* [2014] ECLI:EU:C:2014:2411.

<sup>59</sup> Ibid. para. 27.

<sup>60</sup> See also C-217/05, *Confederación Española de Empresarios de Estaciones de Servicio* [2006] EU:C:2006:784, paras. 43 and 44

<sup>61</sup> Monti (n 57) 714 and A Jurkowska-Gomulka, A Piszcz and SO Pais, ‘Collective Agreements on Working Conditions of Solo Self-Employed Persons: Perspective of EU Competition Law’ (2024) 29 *Białostockie Studia Prawnicze* 65.

<sup>62</sup> O’Leary (n 11) 144.



who operate under the control of the SGBs, which would not be able to justify the decision not to engage in collective bargaining.

To clarify the approach with regard to collective agreements and self-employed individuals, the EU Commission adopted a set of Guidelines in 2022.<sup>63</sup> The Guidelines acknowledge that certain self-employed persons face significant hurdles in influencing their working conditions. When these individuals are not entirely independent from the principal, and they are in situations comparable to workers, collective agreements regulating their working conditions will fall outside the scope of Article 101 TFEU; furthermore, the Commission has pledged not to intervene against collective agreements of self-employed persons, when there is a significant imbalance of power in their relationship with their counterparty.

However, it must also be noted that neither the case law of the CJEU, nor the Guidelines of the Commission redefine the notion of “worker”; such a status can only be recognised by national Courts or other public authorities. The Guidelines essentially inform the authorities how to treat collective agreements involving certain categories of self-employed individuals under competition law. Pending the recognition of the status of self-employed as workers, the individuals and their representatives do not have the legal certainty that they will be covered by the *Albany* exception when they engage in collective bargaining.<sup>64</sup> Further, the fact that a collective agreement would not be exempted from the application of Article 101 TFEU does not mean that this would be immediately unlawful, but that its effects in terms of inherency, proportionality and efficiency would have to be considered to assess its legality.

In conclusion, while the intervention of the EU is constrained by its limited legislative competence, as reflected in the measures adopted and their content, the CJEU and the institutions have signalled an approach that aims to offer labour protection based on the nature of the working relationship rather than the label used to define it. At its core, the position of the EU demonstrates an intention to strike a balance between the market and the need to strengthen the protection of workers, whether employed or self-employed. Where the CJEU and the institutions can expand the protection is by using references to economic factors to extend the notion of ‘worker’ to include individuals who may not work under ‘personal subordination’ (i.e. classic employer-employee control), but instead work in a relationship of economic dependency, such as freelancers or independent contractors who work mostly for one or two clients. Realistically, these individuals are not performing independently on the market, but they are working for a small number of contractual partners.<sup>65</sup> This – extended – notion fits very well the situation of many athletes, individuals who provide a service of economic value in return for some form of remuneration.

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<sup>63</sup> Communication from the Commission, *Guidelines on the application of Union competition law to collective agreements regarding the working conditions of solo self-employed persons* (2022/C 374/02). The primary objective of the Guidelines was to regulate the status of gig-workers, broadly defined as freelance workers performing on-demand services for customers via an online platform.

<sup>64</sup> In an attempt to further clarify the issue, the EU has recently adopted Directive 2024/2831, which requires Member States to promote the role of the social partners and to encourage the collective bargaining rights for platform workers. Directive (EU) 2024/2831 (Platform Work Directive) [2024] OJ L, 2024/2831.

<sup>65</sup> M Risak and T Dullinger, *The concept of ‘worker’ in EU law: status quo and potential for change* (ETUI, The European Trade Union Institute, 2020) <https://www.etui.org/publications/reports/the-concept-of-worker-in-eu-law-status-quo-and-potential-for-change> accessed 23 June 2025.

## 4.2 The European Sectoral Social Dialogue

One specific instrument that has been developed by the European Union to encourage better labour relations at European level is the EU Sectoral Social Dialogue (EUSSD). Social Dialogue is a term that encompasses all types of negotiation, consultation or simply exchange of information between, or among, representatives of governments, employers and workers, on issues of common interest.<sup>66</sup> Social Dialogue is therefore an instrument that might lead to Collective Bargaining. In the European Union, EUSSD has come to identify a specific platform for collective bargaining across different sectors, including sports.<sup>67</sup>

The European Commission facilitates sectoral SD committees where employers, employees, and governing bodies negotiate agreements on employment conditions. Under Articles 151-156 TFEU, a European Sectoral Social Dialogue Committee comprising the employers' and the employees' social partner organisations have several important functions: first, the Commission would need to consult the Committee when there is a legislative proposal in the policy field; secondly, the social partners can start formal negotiations autonomously from the Commission's intervention. Should that negotiation lead to an agreement, partners will be able to choose whether to implement the agreement voluntarily, or to jointly request that the content be ratified by the Council through a Decision.

When Social Partners request so, the Commission will establish a European Sectoral Social Dialogue Committee (ESSDC). In this context, the establishment of an ESSDC in European Professional Football in July 2008 is a significant milestone.<sup>68</sup> According to the European Commission, the football landscape was marked by stark disparities among clubs and players, and many professionals were working under subpar conditions, with persistent issues (such as overdue payments).<sup>69</sup>

Normally, ESSDCs are bipartite, with representatives of employers and employees, or tripartite if involving the Commission. In the ESSD in football, the specificity of sport was recognised by allowing UEFA the role of chairing the Committee, and the ability to exert control over the subjects open for discussion, which have to be first approved by the UEFA's Professional Football Strategy Council.

On one hand, involving UEFA creates the possibility of extending the effects of an agreement to cover all territories under the UEFA jurisdiction, rather than only the 27 EU Member States. With such a possibility comes also its inherent limit: Social Partners are likely to rely on the voluntary route for implementation, as the alternative

<sup>66</sup> International Labour Organization 'Social Dialogue' (ILO 2022) <<https://www.ilo.org/ifpdial/areas-of-work/social-dialogue/lang--en/index.htm>>, accessed 5 June 2025.

<sup>67</sup> Monti (n 57) 714

<sup>68</sup> Parrish (n 32) 213.

<sup>69</sup> European Commission, 'Professional football - Sectoral social dialogue' (European Commission, 2025) <[25](https://employment-social-affairs.ec.europa.eu/policies-and-activities/eu-employment-policies/social-dialogue/cross-industry-and-sectoral-social-dialogue/professional-football-sectoral-social-dialogue_en#:~:text=In%202005%2C%20it%20was%20estimated,law%20contracts%20is%20still%20widespread.> accessed 2 June 2025.</a></p>
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– implementation via a Decision of the Council – would have effect only within the EU territory. On the other hand, UEFA's rules, including agreements that are approved by UEFA, must comply with FIFA Statutes, rules and regulations.<sup>70</sup> While the influence of Sports Governing Body is entrenched in the hierarchical governance system, social dialogue represent an instrument that can enhance stakeholders' participation in the governance of the sport system, all while protecting the value of self-regulation that Sports Governing Bodies hold so dear.<sup>71</sup>

The ESSDC in football was not an isolated attempt. In 2012, a pilot was launched for the establishment of Sectoral Social Dialogue Committee in the broader sport sector, including professional sport, not-for-profit sport, and active leisure.<sup>72</sup> Under this initiative, Social Partners produced a number of outputs, including a joint work programme and a joint recommendation on minimum requirements of employment contracts in the sport sector, and was generally instrumental for the creation and strengthening of a number of players associations at national level. However, the pilot never transitioned into a fully-fledged Sectoral Social Dialogue Committee.

A number of factors can dictate the success or demise of social dialogue initiatives in specific sectors. Amongst them, a relevant one is the level of engagement of the relevant stakeholders, and their perception of the social, political and economic context.<sup>73</sup> As a voluntary process without coercive power, social dialogue is effective if it discusses issues of common interest between the parties.

### 4.3 CJEU and Sport

The impact of EU law in sport must also be acknowledged. Without aiming to provide a comprehensive overview of the application of European Union law in sport, it is important to note that a number of judgments of the Court of Justice of the EU have directly addressed the sporting sector and its specificity.

The very development of the application of EU law to sport is constellated by instances in which stakeholders, often workers, challenged sporting rules that were preventing them from exercising fundamental freedoms. Early on, in a case involving a claim that sporting regulations were restricting the free movement of sportspersons, it was established that EU law applied to sport, when this constitutes an economic activity.<sup>74</sup> SGBs were then able to shield themselves from the application of EU law by holding that their activity was sporting in nature. In *Bosman*,<sup>75</sup> the CJEU affirmed that the distinction between an activity sporting in nature and its economic impact was not sustainable anymore. Therefore, SGBs had to attempt to justify a rule restricting the freedom of movement of football players via an orthodox approach under EU law: a

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<sup>70</sup> FIFA Statutes, art 14(1).

<sup>71</sup> European Commission, *White Paper on Sport* COM(2007) 391 final, s 5.

<sup>72</sup> Palmer (n 12) 112.

<sup>73</sup> B Keller and S Weller, 'Sectoral Social Dialogue at EU Level: Problems and Prospects of Implementation' (2011) 17(3) *European Journal of Industrial Relations* 227, 227–243.

<sup>74</sup> Case 36/74 *Walrave v. Union Cycliste Internationale* [1974] ECR 1405

<sup>75</sup> Case C-415/93 *Union Royale Belge Sociétés de Football Association and others v. Bosman and others* [1995] ECR I-4921

restriction can be justified if it constitutes a proportionate pursuit of a legitimate interest. In *Meca-Medina*,<sup>76</sup> a similar approach was taken with regard to restrictions of competition. Conducts that could prima facie amount to an unlawful restriction of competition could escape the prohibition set in Article 101 TFEU if their restrictive effects were inherent and proportionate to the pursuit of a legitimate objective.<sup>77</sup>

In a recent stream of cases, the CJEU analysed a series of sporting rules, which were capable of restricting the freedom of movement of players (*Royal Antwerp*<sup>78</sup> and *Diarra*<sup>79</sup>) and the freedom to enter into competitions (*ISU*<sup>80</sup> and *ESL*<sup>81</sup>). Without going into extensive details, the cases concerned the SGBs' use of regulatory power over the EU's fundamental freedoms of stakeholders.<sup>82</sup> The case law has effectively established the possibility for new entrants to access the market for the organisation of sporting events. According to *ISU* and *Superleague*, Sports Governing Bodies can legitimately exercise the power to authorise a third party to organise a sporting event, but only insofar as this is done transparently, non-discriminatory and in a way that effectively allows the new entrant to operate in the market. In turn, new organisers might be able to offer better conditions to the workforce, enticing them to join events which would effectively compete against those organised by the Governing Body. The traditional model of governance, already under stress, could therefore be approaching a significant shift, if navigated wisely by athletes' representatives.

*Diarra* further serves as a reminder of the importance of collective agreements. The case concerned the legality of certain elements of Article 17 of the FIFA Regulations on the Status and Transfer of Players (RSTP), which establishes the consequences of a unilateral termination of the employment contract of players. In essence, the Court found that the provision assessed created a system restricting the EU fundamental freedoms of players and clubs, by imposing sanctions for the unilateral termination of contracts that were not clearly identified. In this context, the Court stressed that the "failure to comply with the law in force in the country concerned" negatively affects the proportionality of the restriction imposed,<sup>83</sup> and required the use of objective, transparent, non-discriminatory and proportionate criteria in calculating any possible compensation due for the termination of the contract.<sup>84</sup> The Court therefore made express reference to national employment law which, as discussed before, may be superseded by more favourable provisions agreed collectively by the Social Partners.

In a nutshell, these cases already demonstrate a very relevant aspect: workers have limited ways to improve their working conditions: they can either exercise their freedoms in competitive labour markets, and therefore move to markets where more

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<sup>76</sup> Case C-519/04 P *David Meca-Medina and Igor Majcen v. Commission of the European Communities* [2006] ECR I-6991

<sup>77</sup> *Ibid.*, para 42.

<sup>78</sup> Case C 680/21, *UL and Royal Antwerp FC v Union royale belge des sociétés de football association ASBL (URBSFA)* [2023] EU:C:2023:188

<sup>79</sup> Case C-650/22, *Fédération internationale de football association (FIFA) v BZ* [2024] ECLI:EU:C:2024:824

<sup>80</sup> Case C-124/21 P, *International Skating Union v Commission* [2023] EU:C:2023:1012

<sup>81</sup> Case C-333/21, *European Superleague Company (ESL) v FIFA and UEFA* [2023] EU:C:2023:1011

<sup>82</sup> The rules represented a restriction of the competition affecting also clubs (*Royal Antwerp*, *Diarra*, *ESL*) and third-party event organisers (*ESL*, *ISU*).

<sup>83</sup> Case C-650/22, *Fédération internationale de football association (FIFA) v BZ* [2024] ECLI:EU:C:2024:824 para. 106

<sup>84</sup> *Ibid.*, para. 111.

favourable working conditions are offered; or they can engage in social dialogue processes, and even better through Collective Agreement. When SGBs prevent the creation or functioning of a competitive labour market, through regulations restricting freedom of movement or competition, they foreclose one of the avenues. At that point, athletes are presented with the only option to challenge the rules via court cases; however, legal challenges are time-consuming, particularly for athletes who have a short career, they are expensive and often disrupt relationships and lead to heightened uncertainty for all parties.<sup>85</sup>

The CJEU rulings effectively promote a preferable alternative: a consensus-driven approach in sports regulation, potentially leading to greater reliance on SD and collective bargaining.<sup>86</sup> Under such a collaborative approach, certain restrictive rules may be subject to negotiation leading to mutually acceptable results, significantly reducing any incentive to litigation.<sup>87</sup>

## 5. Mapping and Analysis of Existing Collective Bargaining Agreements

This section provides an in-depth analysis of the Collective Bargaining Agreements (CBAs) mapped across various sports in Europe and the United Kingdom. While the comprehensive mapping table detailing each CBA is presented in Annex I for easy reference, this section draws conclusions, identifies key characteristics, common provisions, and emerging trends derived directly from that mapped data, presenting a discursive account of the collective bargaining landscape in professional sport.

The mapping exercise has revealed a significant and diverse array of active CBAs across numerous European countries. These agreements span various professional sports, with a particularly high concentration observed in major team sports such as football, basketball, handball, rugby, ice hockey, and volleyball. The widespread presence of these formalized agreements underscores a clear trend towards the professionalization of athlete employment relationships and the structuring of industrial relations within professional sport across the continent and in the UK.

### 5.2 Classification by Sport, Jurisdiction, and Characteristics

An examination of the mapped CBAs reveals distinct patterns when classified by sport, jurisdiction, and their inherent characteristics. The majority of agreements are bipartite, reflecting direct negotiations between employer bodies, such as leagues, and player associations or unions. For instance, the Collective Labour Agreement for Professional Football Contract Players in the Netherlands is a bipartite agreement between professional football clubs and players. Similarly, the Collective Agreement for Elite Football Players in Sweden exemplifies a bipartite structure. In addition to sectoral and league-level CBAs, some jurisdictions allow for agreements at the level of individual clubs. For instance, in the Netherlands, the CBA between the Foundation

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<sup>85</sup> Parrish (n 32) 213.

<sup>86</sup> M James, 'The Diarra case' (2024) 24 *International Sports Law Journal* 205, 205–207.

<sup>87</sup> L O'Leary et al, 'ISU, Royal Antwerp, European Superleague & employment relations in sport' [2023] 23(4) *The International Sports Law Journal* 431, 431–435.

Topijshockey Tilburg and AVV demonstrates that collective bargaining mechanisms can be successfully applied even in smaller, club-level contexts. This flexibility broadens the scope for athlete representation and protection in sports where sectoral bargaining may not be feasible.

A significant number of tripartite agreements are also evident, particularly in countries like France, Spain, and Italy, where a national federation or governing body actively participates alongside employer and employee representatives. The Collective Bargaining Agreement for Professional Football Activities in Spain, involving the National Professional Football League and the Spanish Football Players' Association, is a prominent tripartite example.

A critical characteristic shared by nearly all mapped agreements is their binding nature, with the vast majority reported as fully implemented. This highlights their legal enforceability and active integration into the employment relations of professional athletes, providing a robust framework for rights and obligations. For instance, the Collective Agreement for Football Players in the Austrian Football League is noted as binding and fully implemented. While this is the predominant characteristic for domestic CBAs, some exceptions exist at the European level, such as the Agreement Regarding the Minimum Requirements for Standard Football Player Contracts.

### 5.3 Common Provisions and Variations

A significant level of consistency is observed in the scope and type of provisions typically covered by the mapped CBAs, reflecting shared concerns across different sports and jurisdictions. Almost universally, these agreements include clauses pertaining to financial and contractual terms, encompassing wages, bonuses, and comprehensive contractual requirements like duration and termination conditions. For example, the Collective Agreement for Football Players in the Austrian Football League, along with most other football CBAs such as those in Denmark and Sweden, provides specific salary regulations. Working conditions, including aspects such as working hours, training conditions, travel arrangements, and various types of leave (e.g., annual, sick, maternity/paternity leave), are also standard inclusions, as seen in the French National Collective Convention on Sport, which applies broadly across the French sports sector.

Many agreements, such as the Danish Football Agreement, cover health and welfare provisions, alongside social protection schemes such as pensions, insurance, and injury benefits. Others, such as the Swedish Collective Agreement for Team Sports and the Danish CBA in Football, integrate clauses for career development, including vocational training, educational support, and post-career transition programs, highlighting a commitment to athletes' long-term professional and personal growth. Crucially, many agreements address athlete image and commercial rights, and establish clear mechanisms for conflict resolution, grievance procedures, and disciplinary matters, often involving joint committees or arbitration.

While these core areas are consistently addressed, variations often occur in the specific quantitative thresholds, such as minimum wages, the detailed procedures for



dispute resolution, or the depth of coverage for specific benefits, reflecting national legal contexts, specific collective bargaining traditions, and the unique dynamics of each sport.

#### 5.4 Gaps, Trends, and Emerging Issues

The mapping demonstrates a relative widespread adoption of CBAs in sport: however, certain gaps and evolving trends are identifiable within the mapped landscape. While progress is evident, notably in countries like Spain and Denmark with dedicated agreements for women's football (e.g., the Collective Bargaining Agreement for Female Football Players in Spain's First Division), female athletes still generally have fewer specific CBAs across all sports compared to their male counterparts. This indicates a continuing need for greater equity in formalizing labour protections.

The mapping predominantly features agreements in team sports, confirming an existing gap in formalized collective bargaining for athletes competing in individual disciplines, where athlete representation may be less structured or prevalent. Moreover, while some transnational efforts exist, such as the Agreement regarding Minimum Requirements reached between UEFA, EL, ECA and FIFPRO Division Europe, full harmonization of terms across national borders remains a challenge, often leading to varying standards and protections depending on the national jurisdiction. As professional sport continues to evolve, CBAs are increasingly beginning to address emerging issues. These include comprehensive mental health support, data protection and privacy, ethical conduct, and the regulation of social media activities, indicating a responsive yet often reactive adaptation process as new challenges arise. Furthermore, national labour law reforms and judicial decisions, as discussed in prior sections, continuously influence the content and enforceability of CBAs, requiring ongoing adaptation by social partners.

#### 5.5 Key Themes from CBA Analysis

The analysis of the mapped CBAs reveals several overarching themes that define the current state and future direction of industrial relations in European professional sport. Firstly, the widespread adoption of legally binding and fully implemented CBAs underscores a clear and irreversible trend towards the formalization and professionalization of athlete employment relationships, solidifying their status as workers rather than mere participants.

Secondly, CBAs are increasingly holistic, extending beyond basic wages to cover a broad spectrum of athlete welfare, social protection, career development, and fundamental rights. This reflects a growing recognition of athletes as valuable human capital with unique vulnerabilities and extensive needs, exemplified by the detailed coverage in French agreements like the National Collective Convention on Sport and various Belgian CBAs. Thirdly, the efficacy, scope, and depth of CBAs are directly correlated with the strength and recognition of player unions and associations. Countries with well-established and influential athlete representation, such as Denmark, where player associations like Spillerforeningen (Danish football players' union) are integral to agreements like the Football Agreement 2025-2030, tend to exhibit more robust and comprehensive collective agreements.

Finally, the coexistence of bipartite and tripartite agreements highlights a flexible and pragmatic approach to collective bargaining, adapting to the specific industrial relations contexts and governance structures prevalent within different sports and national jurisdictions.

## 6. National Legal Frameworks

While the EU provides a broad framework for labour rights, individual countries implement CBAs differently based on their industrial relations traditions and the national legal frameworks. In this section, the Report will provide a brief overview of the framework applied in Spain, Italy, Republic of Ireland, the United Kingdom, and Finland, followed by a comparative discussion.

### 6.1 Spain

The right to collective bargaining is recognised in the Spanish Constitution of 1978.<sup>88</sup> Collective Agreements in Spain are legally binding,<sup>89</sup> enforceable by the parties, and labour authorities can take action to ensure their implementation.<sup>90</sup>

The legal framework for the operation of trade unions in Spain is established by the Organic Law of Trade Union Freedom 1985,<sup>91</sup> which includes rules pertaining to the recognition of unions for the purpose of engaging in collective bargaining and industrial actions. When recognised as 'most representative organizations,' employers' associations and trade unions gain specific privileges. These include the authority to negotiate multiemployer collective agreements, secure institutional representation (such as involvement in tripartite bodies, government consultations, and social pacts), and engage in out-of-court labour dispute resolution systems. Furthermore, attaining legal representativeness is crucial for eligibility to receive public funding.<sup>92</sup>

Spanish Law recognises athletes' employment relationships as a distinct category governed by Royal Decree 1006/1985,<sup>93</sup> which regulates the special employment relationship of professional athletes. This framework is supplemented by the Workers' Statute (Estatuto de los Trabajadores),<sup>94</sup> which incorporates the *favourability principle*—collective agreements and individual contracts cannot undercut statutory minimum standards,<sup>95</sup> and the possibility for the Public Authority to extend the

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<sup>88</sup> Art. 37.1

<sup>89</sup> Art. 37, Spanish Constitution.

<sup>90</sup> Art. 152 Real Decreto Legislativo 2/1995, de 7 de abril, por el que se aprueba el texto refundido de la Ley de Procedimiento Laboral.

<sup>91</sup> Ley Orgánica 11/1985, de 2 de agosto, de Libertad Sindical.

<sup>92</sup> Ibid. Art. 6.

<sup>93</sup> Real Decreto 1006/1985, de 26 de junio, por el que se regula la relación laboral especial de los deportistas profesionales.

<sup>94</sup> Decreto Legislativo 2/2015, de 23 de octubre, por el que se aprueba el texto refundido de la Ley del Estatuto de los Trabajadores

<sup>95</sup> Ibid. Art. 84.



application of the Agreement to cover all workers in the industry, regardless of whether they were members of the union negotiating the agreement.<sup>96</sup>

Where not otherwise regulated, general labour law applies to athletes, provided it does not contradict the special regime.<sup>97</sup> In the national legal framework, Law 3/2007<sup>98</sup> on gender equality acts as a fundamental constraint on sport-specific CBAs, ensuring they do not deviate from the minimum rights it establishes.

Collective bargaining in Spain is highly structured and operates on multiple levels (national, regional, company).<sup>99</sup> Sectoral CBAs specific to sports—such as those in football, basketball, and futsal—are negotiated by recognised players' unions and league or club associations. These CBAs typically regulate core employment terms such as wages, buyout clauses, working hours, health protection, insurance, maternity rights, and post-career planning.

In Spain, the landscape of Collective Bargaining Agreements (CBAs) in sport is notably developed, particularly within football and basketball, covering both male and female athletes.

In football, two distinct CBAs for female players highlight progressive advancements in the sport. One is a bipartite "Agreement between Spanish Women's National Football Team and the Spanish Football Federation (RFEF)" that is binding and fully implemented, covering economic conditions and image rights for national team players. The other is a tripartite "Collective Bargaining Agreement for Female Football Players who provide their services in Clubs of the First Division of Women's Football," which is also binding and fully implemented, covering remunerated professional players of top-tier clubs, including those from affiliated teams. For male football, there is a bipartite "Collective Bargaining Agreement for Professional Football Activities" between the National Professional Football League (LFP) and the Spanish Football Players' Association, which is equally binding and fully implemented, covering professional players of LFP clubs. Across all these football agreements, the scope of coverage is comprehensive, encompassing wages, contractual requirements, working time, training conditions, leave, vocational training, health and welfare, social protection, image and commercial rights, and enforcement/dispute resolution. Similarly, in male basketball, the "Collective Bargaining Agreement ACB – ABP for the Activity of Professional Basketball ACB" is a bipartite, binding, and fully implemented agreement between basketball clubs affiliated with the ACB and their male professional players, with an equally broad scope of coverage.

However, not all sports disciplines benefit from a CBA. One futsal organisation reported that while there is no formal CBA in place, an agreement exists with the football association to require professional contracts and introduce economic controls

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<sup>96</sup> *Ibid.* Art. 92. The Agreement will be extended if it is in writing and includes certain clauses specified in Art. 92 (e.g details of the parties, scope of application...).

<sup>97</sup> Art. 21, Real Decreto 1006/1985.

<sup>98</sup> Ley Orgánica 3/2007, de 22 de marzo, para la igualdad efectiva de mujeres y hombres.

<sup>99</sup> Comisión Consultiva Nacional de Convenios Colectivos, 'Collective Bargaining in Europe' (Comisión Consultiva Nacional de Convenios Colectivos, 2004)

[https://www.mites.gob.es/ficheros/ministerio/sec\\_trabajo/ccncc/B\\_Actuaciones/Estudios/CollectiveBargainingInEurope.pdf](https://www.mites.gob.es/ficheros/ministerio/sec_trabajo/ccncc/B_Actuaciones/Estudios/CollectiveBargainingInEurope.pdf) accessed 16 February 2025.

for contracts and salaries. This agreement involves the players' union (comprising only three members), the league, and broader stakeholders such as the government, CSD (Consejo Superior de Deportes), and sport federations. Despite the absence of a formal CBA, athlete employment and welfare are governed by the national legal framework articulated above, with particular reference to:

1. Royal Decree 1006/1985
2. Law 39/2022 on Sport<sup>100</sup>
3. General labour law provisions via Article 21 of Royal Decree 1006/1985

National law requires formal recognition of athlete unions or associations for collective bargaining purposes in Spain, and the criteria or requirements for recognition are in place if they are constituted as unions. However, additional issues arise from the pluralist representation model in Spain. Multiple unions may claim to represent athletes, leading to internal divisions and complicating the election of a single bargaining representative. Players must participate in union elections to determine who represents them in CBA negotiations but are not required to join a union.

Significant structural challenges were identified in women's futsal. Respondents highlighted limited federation cooperation, underperforming club structures, and financial instability. One organisation stated that only a single private agreement exists: the club-level CBA signed by Pescados Rubén Burela Fútbol Sala and its women's first team. No national or sector-wide CBA exists for women's futsal.

## 6.2 Italy

In Italy, employment relationships in sport are primarily regulated through general labour law, the Italian Constitution, and civil law principles. The Italian Constitution (Article 36) guarantees fair pay and dignified working conditions for all workers, while Article 39 recognises trade union freedom and the right to collective bargaining. On the basis of Article 39, unions that are “registered” are able to negotiate collective bargaining agreements that apply *erga omnes* – industry-wide.<sup>101</sup> The Italian Civil Code regulates collective agreements as all types of contractual relationships. The Workers' Statute protects the rights of workers to join and be represented by a union, as well as prohibiting anti-union conducts, and anti-discrimination practices.<sup>102</sup>

In the absence of statutory provisions, agreements between social partners have defined the key framework: the Tripartite Protocol of 23 July 1993 — revised in 2009 and 2018 and adapted for various sectors establishes core principles on wage policy, cost-of-living adjustments, the structure and timing of collective bargaining, and workplace representation.

<sup>100</sup> Ley 39/2022, de 30 de diciembre, del Deporte.

<sup>101</sup> It must however be noted that this provision needed implementation in ordinary law to have effect. See S Leonardi, *Collective bargaining and minimum wage regime in Italy* (European Trade Union Institute, 2025).

<sup>102</sup> Legge 20 maggio 1970, n 300, Norme sulla tutela della libertà e dignità dei lavoratori, della libertà sindacale e dell'attività sindacale, nei luoghi di lavoro e norme sul collocamento.

Italy has a distinctive two-tier bargaining system. National CBAs are negotiated at sectoral level between recognised trade unions and employer associations. They set out general minimum standards, while decentralised or company-level agreements may supplement or derogate from them under certain conditions. While this flexibility can allow adaptation to local contexts, it also poses risks of undercutting protections. The principle of favourability (*principio di favore*) establishes that in the event of a conflict between the provisions of national law and collective bargaining, the most favourable to the worker will apply. Similarly, Article 2077 of the Italian Civil Code establishes that Collective Agreements prevail against individual employment contracts, unless the latter is more favourable to the worker.

Collective bargaining agreements are not directly enforceable unless incorporated into individual contracts,<sup>103</sup> but in practice, they are widely applied and function as normative standards in many sectors—including sport.

With specific reference to sport, Law 91/1981 establishes a framework for professional sportspersons in Italy, with specific reference to their employment status.<sup>104</sup> The recent reform introduced with Legislative Decrees 36/2021<sup>105</sup> aimed to create symmetry between the treatment of professional and amateur sportspersons, by creating the notion of sports work.<sup>106</sup> The latter includes professional sportsperson, as well as any registered worker. This regulatory framework has created a distinction between the self-employed sport worker, the professional employed worker and the amateur sports worker. Accordingly, the professional sports worker is presumed to be employed, while the amateur is presumed to be an independent contractor, self-employed.<sup>107</sup>

Since January 2024, a Collective Agreement for sports workers has been in force, aiming at including all activities that may be considered “sporting” and all individuals or entities for whom such activities may be performed. The CBA regulates a series of aspects, including minimum (and maximum) salary and rules on dispute resolution. At sport-specific level, other examples of CBAs can be observed.

Collective bargaining agreements are prominent in both Italian football and basketball, covering male and female professional athletes. In football, two key CBAs are identified. For male football, there is a tripartite “Collective Agreement for Sports Performance Relationships between Professional Players and Professional Serie A Clubs,” which is binding and fully implemented, covering professional players within Serie A clubs. The CBA was renewed in 2025, including provisions aiming at protecting the sustainability of the system: under clause 5.2.7.1, according to which, Serie A clubs are allowed to reduce players’ fixed salaries by 25% in the event of relegation to Serie B, provided the salary does not fall below the minimum set by the agreement (depending on the player’s age group). The reduction applies from the

<sup>103</sup> S Leonardi, M Concetta Ambra and A Ciarini, ‘Italian collective bargaining at a turning point’ in Leonardi and Pedersini (eds) *Multi-employer bargaining under pressure: decentralisation trends in five European countries* (ETUI 2018)188.

<sup>104</sup> Legge 23 marzo 1981, n 91, Norme in materia di rapporti tra società e sportivi professionisti.

<sup>105</sup> Decreto legislativo del 28/02/2021 n. 36, Attuazione dell'articolo 5 della legge 8 agosto 2019, n. 86, recante riordino e riforma delle disposizioni in materia di enti sportivi professionistici e dilettantistici, nonché di lavoro sportivo.

<sup>106</sup> The label of professional as opposed to amateur sportsperson does not affect the employment status of the athlete concerned.

<sup>107</sup> Decreto legislativo del 28/02/2021 n. 36, Art. 26 and 28.

season following relegation and continues until any promotion back to Serie A, which restores the original salary. This rule applies to contracts signed from 2 September 2025, although individual agreements may stipulate otherwise.

For female football, a specific "Collective Bargaining Agreement for Clubs and Players of the Serie A Femminile" is in place, also binding and fully implemented, covering professional players in Serie A Femminile clubs. In male basketball, a tripartite "Collective Bargaining Agreement on Professional Basketball Players" exists, which is binding but currently has its "implementation pending," indicating it is in the process of full adoption. This agreement covers professional basketball clubs in Serie A and their players, including temporarily registered individuals. Across all these Italian CBAs, the scope of coverage is extensive, encompassing wages, contractual requirements, working time, training conditions, leave, vocational training, health and welfare, social protection, image and commercial rights, and provisions for enforcement and dispute resolution.

Challenges include ensuring compliance with CBAs in lower leagues and amateur tiers, where enforcement is weaker and union membership less widespread. Furthermore, while CBAs are influential, their normative effect often depends on enforcement through sports-specific arbitration bodies rather than ordinary labour courts. For instance, disputes in football are frequently resolved within the FIGC's National Arbitration Panel, limiting recourse to general legal protections.

There is currently no formal recognition or incorporation of transnational CBAs in Italy, though AIC and GIBA are affiliated with international organisations (e.g., FIFPRO) and may align their advocacy and contractual principles with transnational frameworks.

### 6.3 United Kingdom

The United Kingdom regulates employment through a common law framework supported by statutory provisions. UK labour relations are broadly characterised by voluntary, private contractual relations between employers and trade unions, with limited legal intervention in disputes. Minimum rights (minimum wage, unfair dismissal, leave, discrimination) are guaranteed through a series of legislative instruments, such as the Employment Rights Act 1996, the National Minimum Wage Act 1998 and the Equality Act 2010.

The core legislation governing collective bargaining is the Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA). It provides both collective rights for recognised independent trade unions (e.g., to bargain collectively, receive information) and individual rights for union members (e.g., protection from detriment for union membership). A trade union that is independent (not controlled by the employer) must be recognised by the employer in order for it to engage in collective bargaining.<sup>108</sup>

While the legislation provides a structure for trade union recognition and collective bargaining, it does not create a legal obligation on employers to enter into or conclude

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<sup>108</sup> Trade Union and Labour Relations (Consolidation) Act 1992 Schedule A1, s. 6.

collective agreements. Collective agreements are ordinarily not legally enforceable unless explicitly made so in writing.<sup>109</sup> However, under the Employment Rights Act 1996, if the terms of a collective agreement are incorporated into individual employment contracts, they can become enforceable between an employer and employee.<sup>110</sup> The determination of whether the collective agreement has been effectively incorporated into a contract is left to the court's decision. Industrial action in the UK typically constitutes a breach of contract, and is lawful only if it meets specific legal requirements regarding its purpose, the balloting of union members, and notice given to the employer.<sup>111</sup>

The overview shows how the legal framework regulating industrial relations in the UK is not particularly apt to encourage the signing of collective bargaining agreements. This explains why, compared to other countries analysed in this section, the UK presents a lower incidence of collective bargaining agreements, with figures indicating that only 29% of the workforce is covered by CBAs in the UK, with even lower coverage in the private sector at 20.7%, and only 12% of workers in unions.<sup>112</sup>

The UK has a decentralised and voluntary collective bargaining system, with company-level negotiations being the norm, while national CBAs are uncommon.<sup>113</sup> In sport, this leads to a fragmented bargaining landscape, with negotiations primarily taking place at the club or league level. This decentralisation diminishes the bargaining power of athletes, restricting unions' ability to negotiate standardised terms across the industry.<sup>114</sup>

In UK professional sport, collective bargaining operates on a voluntary basis. Players' unions such as the Professional Footballers' Association (PFA), Rugby Players Association (RPA), and Professional Cricketers' Association (PCA) negotiate agreements with leagues and governing bodies. These agreements cover matters such as minimum salaries, pensions, injury insurance, player wellbeing, and post-retirement support, and are aligned with national legislation. While these CBAs are not legally binding per se, they are commonly incorporated by reference into player contracts, giving them contractual force for individual enforcement.

A Collective Agreement is in place in Rugby Union in Wales and England. In Wales, the agreement is between the Players Association and the National Governing Body, while in England it is signed by the Player Union, League, and Game Union.

Importantly, the legal status of athletes in the UK sporting system has been discussed in the seminal case of *Jess Varnish*. In *Varnish v British Cycling and UK Sport* [2020] (EAT), an elite cyclist attempted to argue that she had been unfairly dismissed and

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<sup>109</sup> Trade Union and Labour Relations (Consolidation) Act 1992, S. 179. O'Leary notices that the explicit inclusion of a statement that the parties agree to make the contract legally enforceable is a rare occurrence. See O'Leary (n 11) 98.

<sup>110</sup> Employment Rights Act 1996 S 1(4)(j). Case law has identified terms that are not ordinarily apt for incorporation in an employment contract, such as the mechanism for dispute resolution between an employer and a trade union. See *Kaur v MG Rover Group Ltd* [2005] ICR 625.

<sup>111</sup> Trade Union and Labour Relations (Consolidation) Act 1992, s. 219, ss. 226-234 and 234A.

<sup>112</sup> De Spiegelaere (n 9).

<sup>113</sup> Pannett (n 6) 189.

<sup>114</sup> Comisión Consultiva Nacional de Convenios Colectivos (n 16).



discriminated against after her funding agreement was not renewed. To succeed, she needed to prove she was a worker or employee. Despite strict obligations in the agreement, the tribunal held she was not employed because there was no mutual obligation or wage-work bargain. The Employment Appeal Tribunal upheld the decision, confirming that funded elite athletes are not automatically workers under UK law.<sup>115</sup>

While UK sport benefits from well-developed support structures, the lack of statutory support for collective bargaining means that the representation of workers depends heavily on the goodwill and cooperation of employers. The result is a pragmatic system based on consensus and long-term relationships, although this can leave gaps where employers refuse to recognise unions, particularly in women's or semi-professional sports, and a lack of direct enforceability.

## 6.4 Ireland

Article 40.6.1 of the Constitution of Ireland protects the right to form a trade union. However, this neither includes an automatic right to join a union, nor provides constitutional protection for collective bargaining.<sup>116</sup>

Since 1946, Ireland has had statutory mechanisms in place to promote and regulate collective bargaining. Under Part III of the Industrial Relations Act 1946, parties to a collective agreement could apply to the Labour Court to have it registered as a Registered Employment Agreement (REA). Once registered, such agreements became binding on all employers and workers in the sector, enforceable both through incorporation into individual employment contracts and by criminal penalties for non-compliant employers. However, a series of constitutional challenges significantly weakened these protections.<sup>117</sup> Irish courts have found key aspects of the framework—including elements of the REA—to be unconstitutional, thereby undermining the legal foundation for sector-wide collective bargaining in certain industries. To address this gap, the government introduced the Industrial Relations (Amendment) Act 2015. The Act introduced a revised definition of collective bargaining, and enhanced protections against victimisation of workers. However, this legislation offers very limited protection for collective bargaining, as it does not include any obligations on employers to recognise trade unions for the purpose of bargaining, and Registered Employment Agreements are held to be binding only on the parties to the agreement.<sup>118</sup> Further changes were enacted through the Employment (Miscellaneous Provisions) Act 2018, which provided a series of protective measures for workers, including banning zero-hour contracts, and introducing two weeks of paid parental leave.

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<sup>115</sup> O'Leary, Seltsmann and Smokvina (n 13) 17.

<sup>116</sup> *El Co Ltd v Kennedy* [1968] IR 69; *Dublin Colleges Academic Staff Association v City of Dublin Vocational Education Committee* [1981] 7 JIC 3101.

<sup>117</sup> See among others *John Grace Fried Chicken v Catering JLC* [2011] IEHC 277 and *McGowan v Labour Court* [2013] IESC 21.

<sup>118</sup> Industrial Relations (Amendment) Act 2015, s. 6.

Under the Trade Union Acts,<sup>119</sup> if a trade union respects certain requirements of membership and constitution, it can be registered. If registered, the union will be able to apply for a licence to engage in collective bargaining.

Traditionally, industrial relations in Ireland were based on a voluntarist model, advocating for minimal legal intervention and judicial oversight. Instead, disputes and employment terms were addressed through direct negotiation, with each side relying on its bargaining power to reach an agreement.<sup>120</sup> The absence of state intervention has however consequences on the recognition of unions and the ability to reach agreements, which depend more on industrial action, rather than legal obligations.<sup>121</sup> In turn, this might help explaining the low level of Collective Bargaining coverage in Ireland, about 34%, and one of the lowest in Western Europe. Relatedly, union density has been dropping, estimated at 22% overall and 16% in the private sector.<sup>122</sup>

In practice, Ireland operates a mixed model with sectoral bargaining, with some sectors using industry-wide CBAs, while others relying on company-level bargaining.

The Collective Bargaining Agreement (CBA) landscape in sport in Ireland is generally underdeveloped. The Gaelic Athletic Association (GAA) governs amateur sports and does not engage in formal collective bargaining, although the Gaelic Players Association (GPA) operates as a representative body. General labour laws and collective bargaining agreements are not applicable as athletes are amateur. Dialogue between the GPA and GAA has produced outcomes on player welfare, taxation, and expenses, but no legally binding CBA exists.

Conversely, promising developments can be seen in both rugby and football. For rugby, a bipartite "Collective Agreement between the Irish Rugby Football Union and Rugby Players Ireland" is in place, which is binding and fully implemented. This agreement covers professional rugby players contracted to the IRFU, whether they are based in Ireland or abroad. In football, a notable bipartite agreement titled "Equal Pay (Male/Female National Team Appearances)" exists, which is also binding and fully implemented. This agreement involves the Football Association of Ireland (FAI), an independent advisor, captains of both male and female national teams, and the Professional Footballers' Association of Ireland (PFAI). Both Irish agreements demonstrate a comprehensive scope, covering essential aspects such as wages, contractual requirements, working time, training conditions, leave, vocational training, health and welfare, social protection, image and commercial rights, and provisions for enforcement and dispute resolution.

The structure of sports employment in Ireland further complicates collective bargaining. Many athletes, particularly in team sports, are classified as self-employed or receive irregular income, making formal employment relationships—and therefore

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<sup>119</sup> Including, Trade Union Act 1871, Trade Union Act 1941, Trade Union Act 1975 and Trade Union Act 1990.

<sup>120</sup> T Dobbins, 'Irish industrial relations system no longer voluntarist' (Eurofound, 21 April 2005) <<https://www.eurofound.europa.eu/en/resources/article/2005/irish-industrial-relations-system-no-longer-voluntarist>> accessed 20 June 2025.

<sup>121</sup> A Eustace, *Collective Benefit: Harnessing the power of representation for economic and social progress* (Report for Fórsa, 2021) 20.

<sup>122</sup> De Spiegelaere (n 9).

CBAs—more difficult to establish. Specific employment-related issues affecting athletes and governing bodies in Ireland relate to the treatment of athletes who cross jurisdictions (Ireland and UK).

There is currently no evidence of transnational CBAs being recognised or applied in Ireland. Nevertheless, Irish players' associations may adopt principles from European or global bodies such as EAPA, FIFPRO, and the World Players Association in their advocacy work.

## 6.5 Finland

The right to collective bargaining in Finland is rooted in a long tradition of tripartite cooperation. It dates back to 1940 when labour market organisations first recognised each other as negotiating partners, and further formalised in 1968.<sup>123</sup> For decades, Finland's industrial relations were characterised by a highly centralised model, with national incomes policy agreements and close coordination between the peak organisations of trade unions, employers, and the government.<sup>124</sup> This model embedded consensus as a core value and extended into areas beyond employment, such as pensions policy.

The legal framework for collective bargaining and labour relations is anchored in the **Collective Agreements Act**,<sup>125</sup> which defines the rights and obligations of the parties to collective agreements, and establishes the procedure for confirming sectoral agreements as **generally binding**. Under the *principle of general applicability*—in place since the 1970s and confirmed through legislation in 2001—employers who are not party to a collective agreement must still comply with the terms of a sectoral agreement deemed representative of their industry.<sup>126</sup> This ensures a level playing field and prevents competitive advantage through avoidance of collective bargaining. National legislation such as the **Employment Contracts Act**, **Annual Holidays Act**, **Working Hours Act**, and **Co-operation Act** regulate core contractual terms, working time, and workplace cooperation. Formal dispute resolution mechanisms are provided for in the **Act on Mediation in Labour Disputes** and the **Act on the Labour Court**.

The Finnish system has undergone significant structural change since the mid-2010s. In 2017, centralised national pay bargaining formally ended, marking a shift towards sectoral and company-level bargaining.<sup>127</sup> While this trend reflects broader OECD patterns of decentralisation, in Finland it has taken the form of **coordinated**

<sup>123</sup> P Jonker-Hoffrén, 'Goodbye centralised bargaining? The emergence of a new industrial bargaining regime' in T Müller, K Vandaele and J Waddington (eds), *Collective bargaining in Europe: towards an endgame* (ETUI 2019) 197, 199.

<sup>124</sup> P Jonker-Hoffrén, 'Goodbye centralised bargaining? The emergence of a new industrial bargaining regime' (n 1) 197.

<sup>125</sup> Työehtosopimuslaki - Collective Agreements Act (436/1946)

<sup>126</sup> Laki työehtosopimuksen yleissitovuuden vahvistamisesta - Act on confirmation of the general applicability of collective agreements (56/2001)

<sup>127</sup> J Visser, 'Did employers abandon collective bargaining? A comparative analysis of the weakening of collective bargaining in the OECD' (2024) 55 *Industrial Relations Journal* 350, 354.



**decentralisation**, with employers' organisations continuing to exercise strong influence over sectoral wage-setting.<sup>128</sup>

Recent research highlights a structural shift in Finland from a long-standing tradition of highly centralised, sector-level collective bargaining towards more decentralised arrangements. In some cases, bargaining has moved entirely to the level of individual organisations; in others, hybrid models combining sectoral frameworks with locally negotiated supplements have emerged.<sup>129</sup> This decentralisation has not occurred uniformly across the economy: it is more prevalent in certain sectors and less common in others, reflecting differences in workforce composition, economic conditions, and bargaining traditions.

The observed impacts of decentralisation on wages and working conditions have generally been modest. Some groups, particularly those in stronger bargaining positions, may achieve higher wage growth under decentralised arrangements, while others see little change. However, decentralisation can also increase disparities between different segments of the workforce, with outcomes varying by industry, employer resources, and the strength of worker representation. Moreover, shifts towards local-level bargaining have, in some instances, proved short-lived, with sector-wide agreements remaining important for maintaining stability and a level playing field.<sup>130</sup>

These trends are relevant to the sport sector because they highlight the potential consequences of replacing or weakening sectoral or league-wide collective agreements. Where bargaining is left entirely to the club or team level, disparities in resources and bargaining power between organisations could lead to uneven employment conditions for athletes. Conversely, retaining a coordinated framework at the sectoral or league level can help ensure minimum standards, promote equality, and provide stability across the sport.

In January 2025, a significant reform entered into force, expanding the scope for **local bargaining**, allowing employers outside employers' associations to conclude local agreements—something previously prohibited where provisions deviated from statutory norms. The reform applies regardless of the type of employee representation in the company, including company-specific CBAs, and is overseen by the Occupational Safety and Health Authority.<sup>131</sup>

In Finnish sport, professional athletes are covered by the general labour law framework and any relevant sectoral or generally binding collective agreements. The

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<sup>128</sup> M Wuokko, E Kuorelahti and N Jensen-Eriksen, 'More than meets the eye: Finnish employers and the centralised labour market model, 1960s– 2020s' (24 March 2025) *Scandinavian Economic History Review*, and J Visser, 'Did employers abandon collective bargaining? A comparative analysis of the weakening of collective bargaining in the OECD' (2024) 55 *Industrial Relations Journal* 350.

<sup>129</sup> A Kauhanen, 'The effects of the decentralization of collective bargaining on wages and wage dispersion: Evidence from the Finnish forest and IT industries' (2024) 62 *British Journal of Industrial Relations* 319.

<sup>130</sup> A Kauhanen, T Maczulskij and K Riukula, 'The incidence and effects of decentralized wage bargaining in Finland' (2024) 45 *J Labor Res* 232.

<sup>131</sup> 'Opportunities for local collective bargaining to expand' (Valtioneuvosto, 22 April 2024) <https://valtioneuvosto.fi/en/-/1410877/opportunities-for-local-collective-bargaining-to-expand> accessed 12 August 2025.

principle of general applicability ensures that even non-affiliated clubs must comply with minimum CBA conditions in their sector. However, it must be noted that in Finnish football, player contracts do not make specific reference to collective agreements or general terms and conditions, which results in players having a weak bargaining position and a lack of structural collective protection.

In ice hockey, the Finnish Ice Hockey Players Association (SJRY) and the League have signed a CBA, which provides players with a structural basis for legal protection, covering, among other things, insurance cover, incapacity for work, and contract termination procedures. While this is a positive example that could be adopted throughout the Finnish sport system, this CBA is far from perfect: the CBA does not include minimum wage provisions, presents issues with working time regulations, and does not address the use of consecutive fixed-term contracts, which would be formally prohibited under Finnish law.

In Finland, the landscape of Collective Bargaining Agreements (CBAs) in sport is less developed than in other countries, but an example of CBA exists in ice hockey. Beyond this, there is limited evidence of sport-specific CBAs, and athlete conditions are often governed by individual contracts and general labour law. Challenges include the absence of a statutory definition of athlete employment status, uneven union representation across sports, and the prevalence of self-employment or hybrid contractual forms.

## 6.6 Comparative Observations on Collective Bargaining Frameworks

The comparative analysis of Spain, Italy, the United Kingdom, Ireland, and Finland reveals significant differences in the legal frameworks, industrial relations traditions, and implementation of Collective Bargaining Agreements (CBAs) in sport. While all five countries formally recognise the role of trade unions and allow for collective bargaining, their practical approaches vary markedly across key dimensions.

Spain and Italy operate within civil law systems that recognise CBAs as normative instruments capable of establishing binding terms across entire sectors. In contrast, the UK and Ireland follow common law traditions with voluntarist industrial relations models and limited enforceability of agreements. Finland, also a civil law jurisdiction, combines statutory regulation with the *principle of general applicability*, ensuring that sectoral agreements deemed representative apply to all employers in the sector, regardless of union membership or direct participation in bargaining.

Spain and Italy support structured, often multi-level, collective bargaining with sectoral agreements widely used in professional sports such as football and basketball. Athletes in these countries are generally presumed to be employees, providing a clear legal basis for applying labour law and CBAs. In Finland, while there is no sport-specific employment statute, professional athletes in ice hockey are covered by generally binding CBAs, with scope extending to working conditions, social protection, and commercial rights. The UK and Ireland lack a unified framework for sectoral bargaining in sport. Most collective bargaining in UK sport takes place at the club or league level, leading to a fragmented system. While some formal CBAs exist (e.g., in

rugby and cricket), many arrangements are informal or voluntary, particularly in women's or semi-professional sports. In Ireland, the lack of formal employment relationships for many athletes, especially in Gaelic sports, further complicates collective bargaining.

In both Spain and Italy, CBAs in sport are comprehensive in scope, covering wages, working time, training, leave, social protection, and commercial rights. In Finland, the ice hockey CBA has a similar breadth of coverage, though collective bargaining in other sports is less developed and often replaced by individual contracts subject to general labour law. In the UK and Ireland, while some agreements cover key employment terms—such as salary, insurance, and welfare—coverage is inconsistent and heavily reliant on employer cooperation.

Spain and Italy have clearer rules for union recognition, although Spain's pluralist system can lead to fragmented representation. Finland does not have statutory representativeness criteria for trade unions, but its high rates of unionisation and the role of generally binding agreements ensure that collective bargaining outcomes have broad coverage. Both countries have well-established athletes' unions (e.g., AFE, GIBA, AIC in Spain and Italy; Finnish Ice Hockey Players' Association and Football Players' Association of Finland) that participate actively in negotiations. In the UK and Ireland, recognition depends on voluntary engagement. In the UK, statutory recognition processes exist but are underutilised in sport, and informal arrangements dominate. Ireland permits registration of trade unions but offers no guarantee of recognition for bargaining purposes, making representation heavily dependent on sectoral context and industrial leverage.

In Finland, an important structural shift has been the gradual decentralisation of collective bargaining since the mid-2010s, culminating in the end of national-level bargaining in 2017. While sport CBAs in Finland currently operate within sectoral or league frameworks, this broader trend towards decentralisation may, over time, increase the role of club-level negotiation in professional sport, potentially leading to greater variation in terms and conditions between clubs or regions.

Finally, none of the five countries formally recognise transnational CBAs in their legal systems. However, national unions in Spain, Italy, and Finland align with international standards and participate in transnational initiatives through affiliations with FIFPRO and other global organisations. In the UK and Ireland, international agreements may inform union advocacy but lack legal effect domestically.

## 7. Transnational Agreements: Case Studies and Implications

Transnational Agreements seem to be ideal for regulating labour relations in the sporting world. Sport is the prime example of a global industry, where the movement of the workforce and the distribution of products beyond national boundaries are the norm. Sport would therefore present the best case study for transnational agreements, which would set effective standards and harmonise the protection of athletes regardless of where they are based or they are providing their services.

However, transnational agreements are particularly difficult to achieve: bargaining policies and objectives may vary due to regional and sectoral differentiations; concerns may be raised about the status and representativeness of participants; the absence of a specific international legal framework leads to questioning the binding effect and enforceability of any transnational agreement.<sup>132</sup>

In the following section we will give account of two examples of Transnational Agreements, specifically the ‘Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory’, and the ‘Joint Agreements on the working conditions of riders hired by UCI ProTeams and UCI WorldTeams’.

### 7.1 Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory - UEFA, European Professional Football Leagues (EPFL – now EL), European Clubs Association (ECA) and FIFPRO Division Europe.

The Agreement regarding the minimum requirements for standard player contracts in the professional football sector was signed in 2012 as a result of the ESSDC in Professional Football. The agreement has sought to harmonise employment standards across different leagues,<sup>133</sup> establishing minimum contract standards and arbitration mechanisms for professional footballers.<sup>134</sup>

The agreement ensures that all footballers under UEFA’s jurisdiction receive basic labour protections, and commit parties to undertake negotiations on anti-racism measures, fair wages, and player transfer regulations, although many of these agreements remain non-binding and rely on voluntary implementation by national federations.<sup>135</sup>

In terms of its enforcement, Article 18 of the agreement explicitly acknowledges the issue of variation in national labour laws, calling for “best endeavours” to implement terms nationally and allowing for adaptation to local legal systems. A ‘Contact Committee’ is tasked with mediating implementation disputes at the national level, aiming to reconcile supranational agreements with national law.<sup>136</sup>

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<sup>132</sup> R Jagodzinski, ‘Transnational collective bargaining: a literature review’ in Schömann et al (eds) Transnational collective bargaining at company level. A new component of European industrial relations?, (ETUI 212) <https://www.etui.org/publications/books/transnational-collective-bargaining-at-company-level-a-new-component-of-european-industrial-relations> last accessed 5 June 2025

<sup>133</sup> International Labour Organisation, ‘Issues paper for discussion at the Global Dialogue Forum on Decent Work in the World of Sport’ (ILO, 2020) <https://www.ilo.org/resource/other/global-dialogue-forum-decent-work-world-sport-issues-paper> accessed 26 February 2025.

<sup>134</sup> Monti (n 57) 714

<sup>135</sup> Graham, Garton and Yellin (n 12).

<sup>136</sup> UEFA, ‘Agreement regarding the minimum requirements for standard player contracts in the professional football sector in the European Union and the rest of the UEFA territory’ (UEFA, 2025) [https://editorial.uefa.com/resources/0259-0f842ff7af4d-790c6cd56074-1000/mrspc\\_autonomous\\_agreement.pdf](https://editorial.uefa.com/resources/0259-0f842ff7af4d-790c6cd56074-1000/mrspc_autonomous_agreement.pdf) accessed 30 May 2025.

### 7.1.1 Content

The FIFPRO Minimum Requirements Agreement sets out comprehensive minimum requirements for professional football player contracts across Europe. Key areas covered include:

- Financial and Contractual Terms, encompassing aspects such as salary structures (regular, monthly, weekly, performance-based), other financial benefits (bonuses, experience rewards, international appearances), and non-financial benefits (e.g., car, accommodation). It also addresses medical and health insurance, pension funds, social security costs, expense reimbursements, and defines contract duration, including clear starting and ending dates, and equal rights for clubs and players to negotiate extensions or early terminations based on just cause.
- Working Conditions: Provisions detail working time, training conditions, and leave, with a minimum of four weeks of paid leave annually, of which at least two must be consecutive. It also outlines player obligations regarding participation in training and matches, maintaining fitness, and complying with club instructions and rules.
- Welfare and Social Protection: The agreement emphasizes health and welfare through mandatory insurance coverage for illness and accidents, regular medical/dental examinations and treatment, and anti-doping prevention. It also includes provisions for the protection of young players, ensuring their access to mandatory school education and non-football education, and preparation for a second career after football. Human rights protections, such as freedom of expression and non-discrimination, are also included.
- Image and Commercial Rights: The agreement stipulates that clubs and players must agree on how players' image rights are exploited, recommending that individual players may exploit their rights themselves, provided it does not conflict with club sponsors, while the club may exploit image rights as part of the whole squad.

### 7.1.2 Application and Enforcement

The intention behind this MoU is for its provisions to be implemented at a national level, leveraging the respective memberships of UEFA (national football associations) and FIFPRO Europe (national player unions). The agreement explicitly states that national implementation should define equal rights for clubs and players in contract negotiations in accordance with national and international legal frameworks, including collective bargaining agreements and labour law. The national legislation of the country where the club is registered generally applies, unless otherwise explicitly agreed upon.

The involvement of UEFA in the European Social Dialogue Committee allows the effects of the agreement to extend beyond the 27 EU Member States to all territories under UEFA's jurisdiction.

However, unlike a formal CBA, there is no concrete, legally binding enforcement mechanism for this MoU, beyond the influence that UEFA and FIFPRO Europe exert on their respective memberships. Implementation largely relies on the voluntary

adoption by the social partners, as pursuing ratification via a Council Decision would limit its effect to within the EU territory. However, the agreement highlights that both parties are committed to supporting and resolving issues if they are discovered, which could include matters related to the specific implementation of measures concerning women's football. The agreement also references FIFA Regulations for the Status and Transfer of Players for matters like early termination and outlines that clubs must establish internal disciplinary rules and grievance procedures.

## 7.2 Joint Agreements on the Working Conditions of Riders hired by UCI ProTeams and UCI WorldTeams - Cyclistes Professionnels Associés [Associated Professional Riders], Association Internationale des Groupes Cyclistes Professionnels [International Association of Professional Cycling Groups] (2024 Version).

The Joint Agreements on the working conditions of riders hired by UCI ProTeams and UCI WorldTeams" (hereafter, the Cycling Joint Agreements) establish binding standards for professional cyclists. This agreement, signed by Cyclistes Professionnels Associés (CPA) (the riders' association) and the Association Internationale des Groupes Cyclistes Professionnels (AIGCP) (the professional cycling groups' association), aims to govern the employment relationship between professional cycling teams and riders. A key aspect of this agreement is that any derogation from its provisions to the detriment of the rider is null and void, indicating a strong foundational layer for rider protection.

### 7.2.1 Content

The Cycling Joint Agreements cover a comprehensive range of working conditions for professional riders:

- **Hiring and Contractual Terms:** The agreement mandates individual written contracts using a standard form approved by the UCI (International Cycling Union). Contracts must have a specified end date of December 31st and cannot be interpreted as permanent or indefinite. Minimum contract durations are defined, particularly for "new professionals". There is no trial period.
- **Remuneration and Benefits:** It sets annual minimum gross remuneration for both employed and self-employed riders in UCI ProTeams and UCI WorldTeams, with differentiated rates for "neo-professionals". Specifics on payment currency, method (bank transfer), and frequency (monthly by the fifth day) are provided. A 5% annual interest rate is applied to late payments. The agreement also allows for performance-based bonuses and clarifies the handling of prize money from race organizers. Teams are obligated to cover all travel expenses incurred by the rider for work activities.
- **Working and Rest Conditions:** The team is responsible for planning competition days, taking into account UCI regulations and necessary recovery periods for the rider's physical well-being. Riders are entitled to a minimum of 35 vacation days per year, which cannot be substituted by financial compensation. The agreement also stipulates the rider's duty to attend CPA



meetings, with teams prohibited from exerting pressure to dissuade attendance. It supports riders' cultural education, provided it does not interfere with sporting activities.

- **Health, Insurance, and Social Protection:** Riders temporarily unable to perform due to illness or injury are entitled to full remuneration for 3 months and 50% for another 3 months, with minimum salary protections. Teams must ensure compliance with social insurance legislation. If a rider is not covered by a legal social security system, the team must provide specific insurance coverage for healthcare (€100,000 per year), and a pension plan (at least 12% of gross annual salary). Mandatory global insurance coverage includes life insurance (€250,000), total permanent disability insurance (€250,000), and hospitalization and repatriation insurance (€100,000 per incident for costs not covered by social security, worldwide coverage).
- **Data Protection:** The agreement explicitly states that EU GDPR or equivalent standards apply to data processing between riders and teams. It provides comprehensive guidelines for teams to draft Privacy Notices, outlining how riders' personal data (including health and performance data) is collected, processed, and shared, and detailing riders' rights regarding their data.

### 7.2.2 Application and Enforcement

The Cycling Joint Agreements apply to professional riders employed by UCI WorldTeams and UCI ProTeams, only insofar as they participate in international road races. The Agreements do not apply to riders employed by the teams when they do not partake in international road races. While UCI regulations take precedence in cases of inconsistency, the agreement's stipulations are designed to supplement and enhance these regulations. The agreement specifies that individual contracts between teams and riders must adhere to its standards. It is intended to apply from the year of registration 2024 and thereafter, with signatories undertaking to renegotiate or extend it for subsequent years.

The agreement outlines a clear dispute resolution mechanism. Disputes between the signatories (CPA and AIGCP) regarding the agreement are to be submitted to the Arbitral Board of the UCI. Disputes between a team and a rider concerning their work relationship can be submitted to the UCI Arbitral Board or another designated authority in the contract, provided it complies with UCI regulations. Importantly, contractual clauses cannot designate a tribunal other than the civil court of the rider's residence, the rider's federation's arbitral tribunal, the UCI Arbitral Board, or the Court of Arbitration for Sport (CAS). Additionally, the agreement provides for a mediation process where either party can contact a mutually agreed-upon mediator, with mediation costs borne by CPA and AIGCP. While the mediation outcome is not automatically binding, parties retain full discretion to accept the proposal. The agreement's explicit statement that any derogation to the rider's detriment is null and void provides a strong protective measure, reinforcing the minimum standards it sets.

### 7.3 Strengths, Weaknesses, and Legal Implications.

The agreements analysed demonstrate a willingness of European sports stakeholders to engage in structured transnational bargaining and address issues pertaining to the working conditions of athletes at supra-national level. In particular, the FIFPRO-UEFA-ECA- EPFL 'Minimum Requirements' Agreement is an *autonomous agreement* under EU law and is officially recognised by the European Commission, enhancing its legal legitimacy within the EU legal and policy dimension.<sup>137</sup>

With this in mind, FIFPRO has emphasised its commitment to protecting players' rights, continuing dialogue with stakeholders into 2024, also highlighting how the European Sectoral Social Dialogue for Professional Football has fostered collaboration among stakeholders to enhance working conditions and strengthen football competitions.<sup>138</sup> Furthermore, as mentioned above, there appears to be momentum for greater use of social dialogue, potentially beyond the football sector.

However, to ensure that Social Partners can benefit from such momentum, it is appropriate to highlight the inherent limits of transnational collective bargaining.

The Minimum Requirements Agreement in football effectively constitutes a Memorandum of Understanding (MoU) rather than a formal Collective Bargaining Agreement (CBA). The issues of divergent labour laws present a significant obstacle to its full implementation and in general, the realisation of transnational CBAs in Europe. For example, in a number of European countries, many footballers are not classified as employees, which deprives them of standard labour protections and complicates efforts to impose uniform standards.<sup>139</sup> In this context, however, it is particularly significant that the Cycling Joint Agreements provide for remuneration standards applicable to both employed and self-employed riders, thereby signalling the potential for CBAs to apply to athletes who would be classified as self-employed in certain jurisdictions.

While in countries where athletes are recognised as employees, integration of transnational provisions into domestic law is more feasible, this is nevertheless rarely automatic and often depends on the willingness of national federations to align with international standards.<sup>140</sup> Transnational agreements, therefore, tend to lack enforceable mechanisms and instead rely on the goodwill of clubs, reducing their effectiveness in countries with weak labour protections.

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<sup>137</sup> UEFA (n 128).

<sup>138</sup> FIFPRO, 'FIFPRO Europe and continent's stakeholders to expand and strengthen support of national social dialogue' (FIFPRO, 2023b) <https://fifpro.org/en/who-we-are/fifpro-members/fifpro-europe/fifpro-europe-and-continent-s-stakeholders-to-expand-and-strengthen-support-of-national-social-dialogue#:~:text=The%20European%20Sectoral%20Social%20Dialogue,sustainability%20of%20clubs%20and%20competitions> accessed 02 June 2025.

<sup>139</sup> FIFPRO, 'Normal' Employment Rights for Players in Eastern Europe' (FIFPRO, 2020) <https://fifpro.org/en/supporting-players/conditions-of-employment/standard-player-contracts/proper-employment-contracts-for-eastern-european-players> accessed 29 May 2025.

<sup>140</sup> OM Yaroshenko et al, 'Harmonization of Labor Rights of Athletes in the EU: Challenges and Prospects in the Context of Integration of National Legislation' (2024) *European Politics and Society* 1–15.

Some countries have attempted to integrate transnational CBAs into their domestic legal frameworks, with varying degrees of success. In Spain, national CBAs are often aligned with UEFA/FIFPRO agreements, ensuring that international labour standards are reflected in domestic contracts.<sup>141</sup> In Italy, some transnational agreements have been incorporated into national CBAs, particularly in football and rugby, helping to standardise employment conditions across clubs. However, in the UK, due to its fragmented labour relations, transnational CBAs have had limited influence, with leagues and clubs retaining significant autonomy over labour relations.<sup>142</sup>

Nevertheless, as labour rights advocacy continues to grow, there is an increasing pressure on international sports governing bodies to strengthen global collective bargaining mechanisms and recent agreements, such as the EuroLeague Agreement, show promising advances in this field.

It must be noted that basketball and other sports have engaged in similar initiatives, but their agreements lack the legal force of CBAs, instead functioning as recommendations rather than enforceable contracts.<sup>143</sup> For example, in the context of the EuroLeague, a privately governed basketball competition formed by a collection of elite European clubs, the EuroLeague Basketball Players Association has entered into a transnational collective agreement with EuroLeague that establishes minimum employment standards across the participating clubs.<sup>144</sup> Euroleague itself does not employ the players, but has appointed player representatives to its decision-making bodies, offering a degree of institutional balance.<sup>145</sup>

## 8. Findings and Recommendations

This report highlights the complex and fragmented landscape of collective bargaining in the European sport sector. While several well-established Collective Bargaining Agreements (CBAs) exist — particularly in football, basketball, and rugby — coverage remains uneven, especially in women's sports, Olympic disciplines, and among self-employed or individual athletes. National frameworks vary considerably: countries such as Spain, Italy and Finland provide a stronger legal basis for sectoral CBAs, while systems in the UK and Ireland rely heavily on voluntarism and lack legal enforceability. The classification of athletes as workers or independent contractors significantly

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<sup>141</sup> Comisión Consultiva Nacional de Convenios Colectivos (n 16).

<sup>142</sup> De Spiegelaere (n 11) and Pannett (n 6).

<sup>143</sup> International Labour Organisation, 'Issues paper for discussion at the Global Dialogue Forum on Decent Work in the World of Sport' (ILO, 2020) <https://www.ilo.org/resource/other/global-dialogue-forum-decent-work-world-sport-issues-paper> accessed 26 February 2025.

<sup>144</sup> ELPA, 'EuroLeague Basketball and EuroLeague Players Association Announce Renewal of EuroLeague Framework Agreement' (Euroleague Basketball, 2024) <https://www.euroleaguebasketball.net/en/news/euroleague-basketball-and-euroleague-players-association-announce-renewal-of-euroleague-framework-agreement/> accessed 29 May 2025.

<sup>145</sup> UNI Global Union, 'World Player Health and Safety Summit Highlights Need for Player Centered Change' (UNI Global Union, 2025) <https://uniglobalunion.org/news/world-player-health-and-safety-summit-highlights-need-for-player-centred-change/> accessed 29 May 2025.

affects their access to collective rights, with employment status remaining a contested and inconsistent category.

At EU level, the legal framework recognises the right to collective bargaining under Article 28 of the Charter of Fundamental Rights and through the ILO Conventions (Nos. 87 and 98). However, obstacles remain, particularly concerning competition law and the position of solo self-employed athletes. The CJEU has affirmed that collective bargaining can fall outside Article 101 TFEU when it aims to improve working conditions, and that such exemption can apply to non-standard workers.

There are promising developments: transnational initiatives demonstrate the potential of social dialogue structures. However, implementation at the national level is inconsistent, and athletes' representation is frequently undermined by governance practices that rely on athletes' commissions with no collective bargaining function.

In summary, the key findings are: (a) EU and national laws generally legitimize sport CBAs and social dialogue; (b) multiple binding CBAs already exist in European football, rugby and other sports (as mapped in Secs. 4–7), though coverage is uneven (e.g. weaker in women's and lower-tier sports); and (c) collective bargaining can bring significant benefits (balanced pay structures, worker protections, stable relations), provided it is adapted to sports' special context.

## 8.2 Challenges, Good Practices, and Replication Models

**Structural and legal challenges:** Sport's fragmented governance (clubs, leagues, federations, international bodies and multiple jurisdictions) complicates bargaining. For example, global bodies (e.g. FIFA) sometimes impose rules (calendars, transfer windows) without player consultation. In many countries or sports, players' unions are weak or new, so collective bargaining is not well-established. Competition law uncertainty also deters agreements: although EU law tolerates labour CBAs for worker welfare, national interpretations vary. Coverage gaps are another challenge – women's leagues and smaller sports often lack any formal CBA. Finally, enforcement can be difficult.

**Good practices / successful agreements:** Several models stand out. At the national level, examples from France, Spain, and Italy highlight an increasing practice to include minimum standard provisions in binding collective agreements. In other countries (UK and Ireland) the application of agreements is left to voluntary actions of the parties. At the international level, joint negotiations have produced promising results both in Football and Cycling. These examples show how broad participation (bipartite or tripartite) and comprehensive coverage (pay, safety, welfare) yield durable agreements.

**Replication models:** Many of the above approaches can be adapted elsewhere. For instance, the tripartite bargaining model of French rugby – involving clubs, players' union and federation – could be applied to other sports. Federations and unions might develop model contracts or minimum standards (as Italian women's soccer did) that smaller clubs can adopt. The European football social dialogue model suggests that

sectoral committees (for rugby, basketball, etc.) could address cross-border issues jointly. Finally, Europe can draw on the North American sports model: in the US, leagues negotiate salary caps and revenue-sharing via CBAs, which ensures financial stability. European stakeholders could emulate this by agreeing collective salary rules under agreed terms. Overall, combining these good practices and innovations would help other sports and countries build effective collective bargaining frameworks.

### 8.3 Recommendations for Stakeholders

Based on these findings (Secs. 2–7), each stakeholder group should consider the following actions:

**EU and national policymakers:** Legislate and facilitate collective bargaining in sport. For example, explicitly recognize players' unions as social partners, and ensure greater clarity about the application of competition law to collective agreements in sports. At the EU level, continue to back sectoral dialogue, and consider extending it to other sports. National governments should require that sport CBAs, once negotiated, are binding and enforceable (as in Spain, Finland and France) and offer resources (funding, training) to support negotiations. In practice, this means including sport CBAs in labour laws or sports policies and promoting dialogue platforms.

**Athlete unions and player associations:** to ensure effective collective negotiation, it is paramount that athletes' unions and players associations present themselves as a united front, guaranteeing representativeness and strengthening their claim. Greater sharing of best practices amongst unions can help during negotiations, by allowing parties to emphasize the documented benefits of collective bargaining.

**Sport governing bodies and federations:** Embrace structured dialogue with players. Crucially, Sports Governing Bodies must recognise and engage with representative social partners. Players' and athletes' representatives must be effectively involved in the decision-making process, to ensure it produces rules that are fairer, stronger and enforceable. By treating players as legitimate stakeholders, federations will improve compliance and shared commitment to sport policies.

**Clubs and leagues:** View players as partners in ensuring a sustainable model of governance. Engage in collective bargaining to create stable salary and working-condition frameworks, but also explore welfare standards found in model agreements: for example, implement insurance, health care and pension provisions negotiated in successful CBAs. Recognition of the right to unionise and bargain collectively, as well as the inclusion of players' representatives in the decision-making process will build trust between the social partners. In short, clubs and leagues will benefit from the enhanced stability and goodwill that well-negotiated CBAs bring.

## Annex I

### Mapping of the existing CBAs in the UK and Europe

Country	Sport	Title	Characteristics	Actors Covered	Scope/Coverage
Europe	Football (Male)	Agreement Regarding the Minimum Requirements for Standard Football Player Contracts	Tripartite, non-binding, partially implemented	EPFL, ECA, UEFA, FIFPRO Division Europe (Coverage: Signatories and their members at national level)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Europe	Basketball (Male)	EuroLeague Framework Agreement	Bipartite, binding, fully implemented	EuroLeague clubs; players employed/contracted by them	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Europe	Cycling (Male)	Joint Agreements on the working conditions of riders hired by UCI ProTeams and UCI WorldTeams (version on 01.01.2024)	Bipartite, binding, fully implemented	Cyclistes Professionnels Associés (CPA); Association Internationale des Groupes Cyclistes Professionnels (AIGCP); riders employed by UCI WorldTeams or UCI ProTeams	Hiring and Contractual Terms, Remuneration, Bonuses and Prizes, Conditions of Work and of Rest, Compensation of Salary, Insurance and Social Benefits, Data Protection, Dispute Resolution



Austria	Football (Male)	Collective Agreement for Football Players in the Austrian Football League	Bipartite, binding, fully implemented	All clubs active in the competitions of the ÖFB; all players employed by these clubs in competitions of the ÖFB	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Belgium	Football (Both)	Standard Model Contract for Remunerated Football Players	Bipartite, non-binding, not fully implemented	Belgian football clubs; players employed/contracted by them	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Belgium	Volleyball (Both)	Collective Bargaining Agreement on Remuneration Conditions of Remunerated Volleyball Players and Coaches	Bipartite, binding, fully implemented	Volleyball clubs of the Belgian Volleyball League (la Ligue belge du volley-ball); fully or partially employed players and coaches according to the law of 24 February 1978 on "contrat de travail des sportifs rémunérés"	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Belgium	Football (Both)	Collective Bargaining Agreement on Working Conditions and Wages of Remunerated Football Players	Bipartite, binding, fully implemented	Belgian football clubs; players according to the law of 24 February 1978 on "contrat de travail des sportifs rémunérés"	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Belgium	Multisport (Both)	Collective Employment Agreement on Minimum Income	Bipartite, binding, fully implemented	All athletes under the Commission Nationale Paritaire du Sport (CP 223)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Denmark	Football (Female)	Female Players Contract	Bipartite, binding, fully implemented	Divisionsforeningens Arbejdsgiverforening (DBU) (divisional association); Spillerforeningen (Danish football players' union, SPF)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Denmark	Football (Male)	Football Agreement 2025-2030	Bipartite, binding, fully implemented	Professional football clubs; players employed by them	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Denmark	Football (Female)	Collective Agreement for the Female's National Team	Bipartite, binding, fully implemented	DBU; female national team players	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Denmark	Football (Male)	Collective Agreement for the Men's National Team	Bipartite, binding, fully implemented	DBU; male national team players	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Denmark	Football (Male)	Player Contract	Tripartite, binding, fully implemented	Professional Danish football Clubs; players employed/contract by them, including amateurs and trainees	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Denmark	Handball (Male and Female)	Player Contract	Bipartite, binding, fully implemented	Professional Danish Handball Clubs; players employed/contract by them,	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Finland	Ice Hockey (Male)	Collective Agreement between Jääkiekon SM-Liiga OY and the Finnish Ice Hockey Players' Association regarding the Activity of the Finnish Elite League (incl. the CHL) and the Activity of the Elite League Teams	Bipartite, binding, fully implemented	Clubs (owners) of the league; players of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
France	Handball (Female)	Collective Agreement for Professional Women's Handball	Tripartite, binding, partially implemented	Clubs participating in 1st and 2nd division of the Female Handball League (LFH) organised and managed by the French Handball Federation; players employed by these clubs; coaches employed by these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
France	Handball (Male)	Collective Agreement on First Division Men's Handball	Tripartite, binding, fully implemented	Handball clubs of the 1st and 2nd divisions; players under an exclusive professional contract or under a multi-active ("professionel pluriactif") professional contract with these clubs, incl. young players under a "trainee" contract with these clubs bound by a training agreement, head coach(s) and assistant coach(s) of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

France	Multisport (Both)	National Collective Convention on Sport	Bipartite, binding, fully implemented	All employers and employees of the French sport sector (incl. sport clubs)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
France	Rugby (Male)	Collective Agreement on Professional Rugby	Tripartite, binding, fully implemented	Clubs (members) of the UCPR and possibly also non-members of UCPR who are members of the LNR); professional rugby players and coaches of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
France	Basketball (Male)	Collective Agreement on Professional Basketball – Players' Chapter	Tripartite, binding, fully implemented	Professional French basketball clubs (companies/associations) who are members of the LNB; players and coaches under contract with these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
France	Football (Male)	Professional Football Charter / National Collective Convention on the Football Sector	Tripartite, binding, fully implemented	Professional French football clubs (companies/associations); players and coaches employed by these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

France	Cycling (Male)	Collective Agreement for Professional Cyclists	Bipartite, binding, fully implemented	Professional cycling teams under regulations of F.F.C / L.N.C; professional cyclists of these teams	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Ireland	Rugby (Both)	Collective Agreement between the Irish Rugby Football Union and Rugby Players Ireland	Bipartite, binding, fully implemented	Members of the IRFU; Professional rugby players contracted to the IRFU (in/outside Ireland)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Ireland	Football (Both)	Equal Pay (Male/Female National Team Appearances)	Bipartite, binding, fully implemented	Football Association of Ireland (FAI); independent advisor and captains of male and female national teams, Professional Footballers' Association of Ireland (PFAI)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Italy	Basketball (Male)	Collective Bargaining Agreement on Professional Basketball Players	Tripartite, binding, implementation pending	Professional basketball clubs participating in the Serie A; professional basketball players of these clubs, incl. temporarily registered players	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution



Italy	Football (Male)	Collective Agreement for Sports Performance Relationships between Professional Players and Professional Serie A Clubs	Tripartite, binding, fully implemented	Professional football clubs participating in the Serie A; professional players of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Italy	Football (Female)	Collective Bargaining Agreement for Clubs and Players of the Serie A Femminile	Binding, fully implemented	Clubs of the Serie A Femminile; professional players of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Italy	Multisport (both)	Collective National Contract for Sport Workers	Binding, fully implemented	Workers (broadly defined) in the Sport sector	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Netherlands	Football (Male)	Collective Labour Agreement for Professional Football Contract Players in the Netherlands	Bipartite, binding, fully implemented	Professional football clubs in the Netherlands affiliated with the FBO (1st and 2nd division); players employed by these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Netherlands	Ice hockey	Collective Labor Agreement Topijhockey Tilburg Foundation	Bipartite, fully binding, implemented	Collective Bargaining Agreement for The Topijhockey Tilburg Foundation, and The association Alternative for Trade Union,	Wage, image rights, social protection, travelling costs, insurances
Netherlands	Cycling	Collective Labor Agreement for Professional Cycling Dutch World Tour Cycling Teams 2025-2028	Bipartite, fully binding, implemented	The Association of Cycling teams (Vereniging van Wieleroploegen) and The Association of professional Cyclist (Vereniging van Beroeps Wielrenners VVBW)	Wages, contractual requirements, social protection, health and social welfare
Slovenia	Football (Both)	Professional Football Contract	Bipartite, binding, fully implemented	Slovenian professional football clubs; players employed by these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Spain	Football (Female)	Agreement between Spanish Women's National Football Team and the Spanish Football Federation (RFEF) regarding economic conditions and image rights	Binding, fully implemented	RFEF; female national team players	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Spain	Football (Female)	Collective Bargaining Agreement for Female Football Players who provide their services in Clubs of the First Division of Women's Football	Tripartite, binding, fully implemented	Football clubs/companies of the Primera División Femenina de España; professional players of these clubs, incl. those players with a licence with affiliated/subsidiary teams of these clubs who are called in the first team during season (subject to a minimum no. of matches played)	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Spain	Football (Male)	Collective Bargaining Agreement for Professional Football Activities entered into by the National Professional Football League and the Spanish Football Players' Association	Bipartite, binding, fully implemented	Football clubs/companies of the LFP; professional football players of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Spain	Basketball (Male)	Collective Bargaining Agreement ACB – ABP for the Activity of Professional Basketball ACB	Bipartite, binding, fully implemented	Basketball clubs affiliated with the ACB; male professional players of these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Sweden	Handball (Both)	Supplement to the Team Sports Agreement for Elite Handball	Binding, fully implemented	Handball clubs participating in the highest women's and men's handball leagues; players employed by these clubs	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Sweden	Football (Male)	Collective Agreement for Elite Football Players in Sweden – General Terms and Conditions of Employment	Bipartite, binding, fully implemented	Football clubs and companies (IdrottsAB) affiliated with SEF; football players employed by them who are professional as defined in the relevant Svenska Fotbollförbundet (Swedish Football Association, SvFF) provisions	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Sweden	Ice Hockey (Male)	Collective Agreement for Hockey Players in the Hockey Allsvenskan (2nd division) – General Terms and Conditions of Employment	Bipartite, binding, fully implemented	Clubs/associations (regardless of legal organisational form) affiliated to the Employers' Alliance Sports Committee who are owners of the Hockey Allsvenskan AB; players employed by these clubs/associations	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Sweden	Ice Hockey (Female)	Collective Agreement for Ice Hockey Players in the Swedish Women's Hockey League (SDHL) – General Terms and Conditions of Employment	Bipartite, binding, fully implemented	Clubs/associations (regardless of legal organisational form) affiliated to the Employers' Alliance Sports Committee who play in the SDHL; players employed by these clubs/associations	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution

Sweden	Ice Hockey (Male)	Collective Agreement for Ice Hockey Players in the Swedish Hockey League – General Terms and Conditions of Employment	Bipartite, binding, fully implemented	Clubs/associations (regardless of legal organisational form) affiliated to the Employers' Alliance Sports Committee who are owners of the Swedish Hockey League AB; players employed by these clubs/associations	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
Sweden	Multisport (Both)	Collective Agreement for Team Sports – General Terms and Conditions of Employment	Bipartite, binding, fully implemented	Clubs/associations (regardless of legal organisational form) affiliated to the Employers' Alliance Sports Committee for team sports athletes; players employed by these clubs/associations	Wage, Contractual requirements, Working time, Training conditions, Leave, Vocational training, Health and welfare, Social protection, Image and commercial rights, Enforcement and dispute resolution
United Kingdom	Rugby Union	Men's Professional Game Partnership	Tripartite, non-binding	The Rugby Football Union; Premier Rugby Limited; Rugby Players Association	Wage (incl. Salary Cap), Contractual requirements, Training conditions, Vocational training, Health and welfare (incl. Mental Wellbeing, Player Support Fund), Social protection (incl. Player Support Fund, retirement support), Commercial Rights (Marketing), Enforcement and dispute resolution (incl. Financial Monitoring), Governance, Financial Stability, Competition Structure (Promotion/Relegation)

United Kingdom	Football (Male)	Professional Football Negotiating Consultative Committee (PFNCC) Constitution and	Tripartite, forum for negotiation and consultation, includes dispute resolution mechanisms	Professional Footballers' Association (PFA), The Football League Limited (EFL), The FA Premier League Limited (PL), The Football Association Limited (FA); professional football players employed by clubs in membership of EFL and the PL	Standard terms and conditions for contracts of employment (incl. contractual obligations, minimum pay, pension provision, treatment of benefits in kind, holidays); Health and safety of Players, and appropriate insurance arrangements; Code of practice for clubs and players; Minimum standards for the resolution of disputes; Effects of any applicable legislation; No major changes in regulations affecting Player's terms and conditions without PFNCC agreement; Facilitate consultation on any matter relating to professional football
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