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Collective Bargaining and Competition Law: A Comparative Analysis of the Legal Position in the European Union, India, Australia and the United States: *Research Paper*

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ABSTRACT

Collective bargaining occupies an unusual position within competition law. It requires workers, unions, or, in some contexts, groups of economically dependent persons to act collectively, while competition law ordinarily treats coordination among independent economic actors with caution. The resulting tension is particularly visible where collective bargaining affects wages, working conditions, hiring, purchasing, or access to markets. This research paper examines how the European Union, India, Australia and the United States reconcile these competing objectives. It brings together the comparative treatment of collective bargaining under Article 101 TFEU, the Competition Act 2002, the Australian Competition and Consumer Act 2010, and the Sherman Act together with the statutory and non-statutory labour exemptions developed in the United States. The paper focuses on the distinction between legitimate labour-market coordination and restraints directed towards product markets or employer-side competition. It analyses the principal judicial decisions and statutory mechanisms identified in the source materials, including *Albany*, *FNV Kunsten*, *Wouters*, *Pavlov*, *FICCI–Multiplex*, *Vipul A Shah*, *Re 7-Eleven*, *Loewe v Lawlor*, *Hutcheson*, *Allen Bradley*, *Connell Construction*, *Pennington*, *Jewel Tea* and *Brown v Pro Football*. Particular attention is given to the changing position of independent contractors and gig workers in the United States and to the uncertainty surrounding collective bargaining by economically dependent self-employed persons in other jurisdictions. The paper argues, on the basis of the comparative materials, that the central legal question is not whether collective bargaining is inherently compatible or incompatible with competition law, but whether the restraint remains sufficiently connected with legitimate labour objectives and whether it produces an independent restraint upon product-market or employer-side competition. The comparative analysis also demonstrates that jurisdictions differ in the institutional mechanism through which this balance is achieved: judicial exclusion and social-policy reasoning in the European Union, case-by-case competition assessment in India, public-benefit authorisation in Australia, and a combination of statutory and judicial labour exemptions in the United States.

KEYWORDS: Collective bargaining; Competition law; Labour exemption; Antitrust; Trade unions; Labour markets; Article 101 TFEU; Competition Act 2002; Australian Competition and Consumer Act 2010; Sherman Act.

INTRODUCTION

Competition law and labour law pursue objectives that can overlap but can also appear to pull in opposite directions. Competition law is ordinarily concerned with preventing agreements or conduct that restrict competition, increase prices, reduce output, exclude rivals or otherwise distort competitive conditions. Labour law, by contrast, recognises that an individual worker may possess substantially less bargaining power than an employer and therefore permits collective organisation and collective negotiation over wages, hours and working conditions. Collective bargaining necessarily involves coordination among workers and, in certain arrangements, coordination between employers and labour representatives. If such coordination were automatically treated as a prohibited agreement among independent economic actors, the very process through which labour rights are exercised could become vulnerable to antitrust liability. The comparative materials therefore reveal a recurring legal problem: how can the law protect collective labour action without allowing the language of collective bargaining to become a justification for restraints that operate principally in product or employer markets?¹

The problem is not confined to traditional employment. Modern labour markets contain independent contractors, platform workers, franchise workers and other persons whose economic position may resemble that of employees even though their legal classification is different. The United States materials, in particular, identify the growth of independent contracting and gig work as an important contemporary question because workers may seek collective organisation while platforms or businesses may argue that such workers are independent economic actors. The European Union materials similarly discuss collective bargaining by self-employed persons and the possibility that competition rules may have to accommodate agreements intended to improve their

¹ Sherman Act 1890, 15 USC § 1.

working conditions. These developments make the boundary between labour-market coordination and ordinary commercial coordination increasingly significant.²

The source materials examined in this paper approach the issue from two complementary directions. One develops the United States position in detail, tracing the movement from the early application of the Sherman Act against unions to the statutory and non-statutory labour exemptions and their modern application. The other compares the legal positions of the European Union, India, Australia and the United States. Taken together, they show that no single formula governs collective bargaining under competition law. Instead, each jurisdiction identifies particular forms of collective action that deserve protection and particular forms of conduct that remain subject to competition scrutiny.³

The paper accordingly examines five connected questions. First, why does collective bargaining create a tension with competition law? Secondly, what legal techniques have been used to resolve that tension? Thirdly, how do the EU, Indian, Australian and United States approaches differ in their treatment of labour-related restraints? Fourthly, where is the boundary between legitimate bargaining and conduct directed at restricting product-market or employer-side competition? Finally, how do contemporary developments concerning independent contractors, gig work, no-poach arrangements and collective purchasing affect the traditional understanding of labour exemptions? The objective is not to treat competition law and labour rights as mutually exclusive systems, but to understand the conditions under which each legal system gives priority to one policy while preserving the other.⁴

I. CONCEPTUALISING COLLECTIVE BARGAINING UNDER COMPETITION LAW

Collective bargaining may broadly be understood as a process through which workers or their representatives negotiate collectively with an employer or group of employers concerning terms and conditions of work. The comparative research note also uses the expression in a wider competition-law sense, describing situations in which two or more competitors agree to negotiate collectively over terms and conditions with a supplier or customer. The distinction between these two meanings is important. In the traditional labour-law setting, workers combine to counterbalance the bargaining power of employers. In a commercial setting, competitors combine with one another and may thereby reduce the competitive pressure that would otherwise exist between them. Competition law is consequently more concerned with the second category unless the collective arrangement is sufficiently connected to recognised labour objectives.⁵

The core difficulty arises because a collective agreement can have an effect upon competition without being designed as a commercial cartel. A wage agreement, for example, may reduce the freedom of an employer to compete for labour by offering higher wages than its competitors. A common working-hours rule may similarly limit one employer's ability to obtain a competitive advantage through longer hours. From a narrow labour-market perspective, these consequences are not necessarily defects; they can be the intended result of collective bargaining. Labour law may deliberately establish minimum standards that remove certain dimensions of competition. The legal issue is therefore whether competition law should treat those restraints as ordinary restrictions of competition or as consequences ancillary and necessary to a legitimate labour policy.⁶

The distinction becomes more difficult when a collective arrangement affects a product market. A union may negotiate a restriction on subcontracting, hiring or sourcing because the restriction is presented as protecting employment. Yet the same restriction can potentially exclude non-union businesses, raise barriers to entry or allocate customers among firms. The United States cases identified in the materials illustrate this boundary. *Allen Bradley* treated union involvement in a closed product market as falling outside the labour exemption, while *Connell Construction* distinguished restraints imposed upon the construction services market from ordinary bargaining over labour conditions. These decisions demonstrate that the label attached to an agreement is less important than its substance and connection with legitimate labour bargaining.⁷

Collective bargaining must also be distinguished from employer-side collusion. The labour exemption in the United States protects specified worker and union conduct and certain union-employer agreements; it does not create a general immunity for employers that agree among themselves to fix wages or refrain from hiring each other's employees. The source material specifically identifies wage-fixing and no-poach arrangements as forms of employer collusion capable of attracting Sherman Act scrutiny. This distinction is particularly important in modern labour markets because a restriction that appears to concern employment may nevertheless be an agreement among competing employers rather than an exercise of collective labour rights.⁸

The conceptual framework can therefore be expressed through three questions: who is coordinating, what is being coordinated, and what market is being restrained? If workers or a legitimate union coordinate around wages, hours and working conditions, the legal system may recognise a labour justification. If competing employers coordinate wages or hiring, the justification is fundamentally different. If either workers or employers use a labour arrangement to control the sale, supply or allocation of goods and services, the conduct may move beyond the protected sphere. The comparative jurisdictions differ in how they answer these questions, but the distinction between labour objectives and independent commercial restraints remains a recurring organising principle.⁹

2 National Labor Relations Act 1935, 29 USC §§ 151–169.

3. Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

4. US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

5 Australian Competition and Consumer Commission, Assessment: Collective Bargaining Notifications Lodged by Paint Right Ltd, Notification Nos CB00081–CB0013 (16 September 2009) [1.2].

6 Sherman Act 1890, 15 USC § 1.

7 National Labor Relations Act 1935, 29 USC §§ 151–169.

8 *Allen Bradley Co v Local Union No 3*, 325 US 797 (1945).

9 *Connell Construction Co v Plumbers & Steamfitters Local 100*, 421 US 616 (1975).

II. THE EUROPEAN UNION: SOCIAL POLICY AND COMPETITION LAW

Article 101 of the Treaty on the Functioning of the European Union prohibits agreements between undertakings that prevent, restrict or distort competition. At first sight, a collective agreement can appear to fall within this language because it involves coordinated conduct and may affect prices or market conditions. EU competition law, however, does not operate in isolation from the Union's social-policy objectives. The source material identifies a line of decisions in which the Court of Justice of the European Union recognised that collective agreements pursuing legitimate social objectives should not automatically be treated as ordinary commercial agreements.¹⁰

The leading decision identified in the materials is *Albany International BV v Stichting Bedrijfspensioenfonds Textielindustrie*. The Court drew a distinction between labour law and competition law and recognised that collective bargaining is an instrument through which social policy is implemented. According to the research note, the Court treated a collective agreement concluded through social dialogue and directly contributing to improved working conditions as outside the normal application of Article 101. The importance of *Albany* lies not merely in the result of one pension arrangement, but in its institutional reasoning: labour law and competition law pursue different objectives, and competition law must be interpreted in a manner that does not undermine the social-policy function of collective bargaining.¹¹

The reasoning in *Albany* is supported by the cases *FNV Kunsten*, *Wouters* and *Pavlov*, which the source material identifies as part of the broader development of the EU approach. In *FNV Kunsten*, the Court considered collective bargaining concerning self-employed workers and the relationship between competition law and social protection. The materials describe the Court as recognising that improvements in working conditions can constitute legitimate public-interest objectives. *Wouters* and *Pavlov* likewise illustrate that an assessment under competition law may take account of the regulatory or social context in which coordinated conduct occurs.¹²

Article 101(3) provides another route through which restrictive agreements may be permitted where the statutory conditions are satisfied. The comparative research note observes that social considerations can be taken into account when assessing permissible cooperation. *Remia* is cited for the proposition that employment considerations may constitute a legitimate objective in the assessment of cooperation between competitors where the relevant conditions are satisfied. This demonstrates that the EU framework contains both a labour-specific exclusion for genuine collective agreements and a broader mechanism through which public benefits may be weighed against competitive detriment.¹³

An important issue is the treatment of self-employed and economically dependent workers. The source material notes that the Draft Guidelines issued in December 2021 raised questions concerning thresholds based upon the size or turnover of the negotiating counterpart. The underlying difficulty is structural: competition law generally treats independent economic actors as competitors, whereas labour policy may regard some self-employed persons as needing collective protection comparable to employees. If competition rules are applied mechanically, the economically dependent worker may be denied the ability to bargain collectively precisely because of a legal classification that does not accurately capture bargaining power.¹⁴

The EU approach therefore illustrates a social-policy model of accommodation. The law does not simply declare every collective arrangement immune. Rather, the protection is connected to the identity of the parties, the process of social dialogue, and the relationship between the agreement and improvement of working conditions. This preserves a distinction between legitimate labour agreements and commercial cooperation among competitors. The model also demonstrates why the legal classification of a worker can become central to competition analysis when traditional employment relationships give way to forms of self-employment.¹⁵

III. INDIA: AN AMBIGUOUS BUT EFFECT-BASED POSITION

The Indian position is less expressly codified. The Competition Act 2002 does not, according to the source material, contain a general provision expressly exempting trade unions from its operation. This creates an important interpretive question because collective bargaining can involve coordinated conduct that would appear restrictive if viewed without reference to labour law. The concern identified in the research note is that the language of collective bargaining could be invoked to justify cartel-like conduct by trade associations or groups that are not acting for genuine labour purposes.¹⁶

Indian competition law therefore requires attention to the actual competitive effect and purpose of the conduct. The Competition Commission of India has considered the collective-bargaining argument in cases involving trade associations. In *FICCI–Multiplex Association of India v United Producers/Distributors Forum*, the CCI recognised that collective bargaining may not be per se unlawful and may be used for legitimate purposes, but it rejected the defence where the collective conduct was anti-competitive and caused public detriment. The source material thus presents the Indian position as one in which collective bargaining is not automatically immunised merely because the parties describe their conduct as collective action.¹⁷

¹⁰ Treaty on the Functioning of the European Union, art 101.

¹¹ *Albany International BV v Stichting Bedrijfspensioenfonds Textielindustrie* (Case C-67/96) [1999] ECR I-5751.

¹² *FNV Kunsten Informatie en Media v Staat der Nederlanden* (Case C-413/13).

¹³ *Wouters v Algemene Raad van de Nederlandsche Orde van Advocaten* (Case C-309/99).

¹⁴ *Pavlov and Others* (Cases C-180/98 to C-184/98).

¹⁵ *Remia BV v Commission* (Case C-42/84).

¹⁶ Competition Act 2002 (India).

¹⁷ *FICCI–Multiplex Association of India v United Producers/Distributors Forum*, 2011 SCC OnLine CCI 33.

The distinction between legitimate labour conditions and market exclusion becomes particularly clear in *Vipul A Shah v All India Film Employee Confederation*. The CCI considered arrangements under which producers would engage only artists who were members of the relevant association. The source material states that this member-to-member restriction effectively prevented non-members from obtaining work and was treated as anti-competitive. At the same time, clauses concerning wages and payment for additional shifts were regarded as inherently connected with labour conditions and therefore as legitimate trade-union activity. The case illustrates a functional approach: wage-setting and employment conditions can have a labour rationale, while a closed membership arrangement that restricts access to employment can have an exclusionary effect extending beyond that rationale.¹⁸

The Indian approach also reflects the importance of identifying the relevant market and the nature of the actors involved. A trade union representing employees is institutionally different from an association of competing producers. The same words—collective bargaining—can consequently describe conduct with very different competition implications. The source material's discussion of FICCI–Multiplex and *Vipul A Shah* indicates that the CCI looks beyond the label and asks whether the conduct serves a legitimate collective objective or instead limits production, distribution, sale, price or access to the market.¹⁹

The absence of an express labour exemption creates both flexibility and uncertainty. Flexibility allows the competition authority and courts to distinguish legitimate labour action from anti-competitive conduct in context. At the same time, uncertainty may arise because workers and unions cannot identify from the Competition Act itself a clearly defined safe harbour comparable to the United States labour exemption. The Indian framework therefore raises a policy question concerning whether labour-related collective action should be given clearer statutory recognition while retaining safeguards against product-market and employer-side collusion.²⁰

The Indian material also highlights a broader point about the relationship between competition and public interest. Collective bargaining can sometimes strengthen the bargaining position of a weaker party without producing the kind of consumer harm ordinarily associated with cartels. Conversely, collective action can generate public detriment where it excludes outsiders, controls access to a market or coordinates commercial behaviour unrelated to employment conditions. The challenge for Indian competition law is therefore to preserve legitimate labour organisation without transforming every association-based restriction into a protected labour practice.²¹

IV. AUSTRALIA: AUTHORISATION THROUGH PUBLIC-BENEFIT ASSESSMENT

Australia adopts a more institutionalised authorisation model for collective bargaining. The source material identifies the Australian Competition and Consumer Act 2010 as providing mechanisms through which certain collective bargaining arrangements can obtain protection. Businesses may seek authorisation, while eligible small businesses may use the collective bargaining notification mechanism under section 93AB. A notification remains effective unless the Australian Competition and Consumer Commission objects in accordance with the statutory test.²²

The central statutory question under section 93AC is whether the public benefit resulting from the relevant provision outweighs the public detriment. This approach differs from the United States model because it places the balancing exercise within an explicit administrative authorisation framework. It also differs from the EU approach insofar as the Australian system focuses on a statutory comparison of public benefit and detriment rather than primarily excluding genuine labour agreements from competition law at the threshold.²³

The source material relies on *Re 7-Eleven Stores Pty Ltd* to explain the approach to benefit and detriment. The Tribunal stated that anti-competitive aspects should be examined on one side and public benefits on the other, with the two then weighed. Importantly, public detriment is interpreted broadly to include impairment to the community generally and harm to objectives pursued by society, including economic efficiency. This broad conception allows the regulator to consider the wider consequences of collective arrangements rather than reducing the analysis to a single price effect.²⁴

The Australian approach is particularly relevant to collective purchasing and collective negotiation outside the classic employee-union relationship. Where small businesses jointly negotiate with a supplier or customer, the arrangement may create efficiencies or correct an imbalance in bargaining power. At the same time, coordination among competitors can reduce independent decision-making and may have anti-competitive consequences. The authorisation framework allows those competing considerations to be evaluated rather than treating either collective action or competition as automatically dominant.²⁵

The Australian model therefore demonstrates a public-interest balancing technique. It does not necessarily depend upon a broad labour exemption comparable to the United States. Instead, it creates a legal process through which collective bargaining arrangements can be assessed and protected when the statutory public-benefit conditions are met. The source materials suggest that this approach gives formal recognition to collective bargaining while preserving regulatory supervision over its competitive consequences.²⁶

¹⁸*Vipul A Shah v All India Film Employee Confederation*, 2017 SCC OnLine CCI 53.

¹⁹Indian Competition Commission materials discussed in the source research note concerning collective bargaining and competitive effects.

²⁰Competition Act 2002 (India).

²¹FICCI–Multiplex Association of India v United Producers/Distributors Forum, 2011 SCC OnLine CCI 33.

²²Australian Competition and Consumer Act 2010, ss 93AB–93AC.

²³*Re 7-Eleven Stores Pty Ltd* [1994] ATPR ¶41-357.

²⁴Australian Competition and Consumer Commission, *Collective Bargaining and Collective Boycotts*.

²⁵Australian Competition and Consumer Act 2010, ss 93AB–93AC.

²⁶*Re 7-Eleven Stores Pty Ltd* [1994] ATPR ¶41-357.

V. THE UNITED STATES: THE DEVELOPMENT OF THE LABOUR EXEMPTION

The United States provides the most developed example in the source materials of a specific labour exemption from antitrust law. Section 1 of the Sherman Act prohibits agreements that restrain trade. Read literally and without qualification, collective action by workers could potentially fall within that prohibition. American legal development therefore involved a historical process through which Congress and the Supreme Court established a distinction between commercial cartels and legitimate labour organisation.²⁷

The early position was hostile to unions under the Sherman Act. In *Loewe v Lawlor*, commonly associated with the Danbury Hatters' litigation, the Supreme Court treated the Sherman Act as applying to every combination within its statutory language and considered the union's activities in relation to interstate commerce. The source material uses this case to illustrate the historical problem: if unions were treated in the same manner as business cartels, collective labour activity could be exposed to antitrust remedies merely because it affected commerce.²⁸

Congress responded through the Clayton Act 1914. Section 6 declared that the labour of a human being is not a commodity or article of commerce and addressed the status of labour organisations under antitrust law. Section 20 restricted the ability of federal courts to issue injunctions in labour disputes involving employment terms and protected specified peaceful activities. These provisions represented an explicit policy choice that labour disputes should not automatically be treated as ordinary commercial restraints.²⁹

The Norris-LaGuardia Act 1932 strengthened that policy. It defined labour disputes broadly and restricted federal judicial intervention through injunctions against peaceful labour activity. The source material emphasises that the definition could extend beyond a direct employer-employee relationship. This was significant because it recognised that labour disputes can involve broader economic relationships and that judicial control over collective action could undermine the bargaining process.³⁰

The Supreme Court's decision in *United States v Hutcheson* provided an important interpretive bridge. The Court held that activities protected against injunctions under the Clayton and Norris-LaGuardia Acts were also insulated from Sherman Act liability when unions acted independently in labour disputes. The statutory labour policy was therefore not treated as merely procedural. It had substantive consequences for the application of antitrust law.³¹

Apex Hosiery Co v Leader, as discussed in the source material, further illustrates the distinction between substantial restraints on commercial competition and labour-related conduct. The case contributed to limiting the reach of the Sherman Act where the relevant activity did not constitute the type of commercial restraint at which federal antitrust policy was principally directed. At the same time, later cases demonstrated that the labour exemption was not unlimited.³²

VI. THE STATUTORY LABOUR EXEMPTION IN THE UNITED STATES

The statutory labour exemption is principally associated with sections 6 and 20 of the Clayton Act together with the Norris-LaGuardia Act. Its purpose is to protect labour organisation and collective action from the routine application of antitrust principles. The statutory language reflects a normative premise that labour should not be treated as an ordinary commodity and that workers require freedom to organise and bargain collectively.³³

Section 6 of the Clayton Act recognises labour's distinctive legal position and prevents the mere existence of a combination among workers from automatically creating antitrust liability. The provision does not, however, give unions a licence to combine with non-labour actors to create commercial monopolies. This limitation is central to understanding the exemption. The protected interest is the workers' legitimate self-interest in the labour relationship, not an independent right to restructure a product market.³⁴

Section 20 complements this substantive protection by limiting injunctions in labour disputes concerning terms and conditions of employment. Peaceful strikes, picketing and certain forms of boycott receive protection within the statutory framework. Norris-LaGuardia reinforces the same policy by limiting federal court intervention in labour disputes. The combined effect is to establish a sphere within which workers can engage in collective action without being subjected to the full force of antitrust remedies.³⁵

The statutory exemption must nevertheless be distinguished from a general immunity from all laws. It operates within the context of labour disputes and protected labour activity. Where the union acts in concert with non-labour groups to achieve a business monopoly, the conduct can move outside the protected field. *Allen Bradley Co v Local Union No 3* is particularly important because the union assisted electrical contractors and manufacturers in creating a closed market in New York City. The Supreme Court treated the product-market aspect as outside the labour exemption.³⁶

²⁷Sherman Act 1890, 15 USC § 1.

²⁸*Loewe v Lawlor*, 208 US 274 (1908).

²⁹Clayton Act 1914, §§ 6, 20.

³⁰Norris-LaGuardia Act 1932, §§ 1–15, 29 USC §§ 101–115.

³¹*United States v Hutcheson*, 312 US 219 (1941).

³²*Apex Hosiery Co v Leader*, 310 US 469 (1940).

³³Clayton Act 1914, §§ 6, 20.

³⁴Norris-LaGuardia Act 1932, §§ 1–15, 29 USC §§ 101–115.

³⁵*United States v Hutcheson*, 312 US 219 (1941).

³⁶*Allen Bradley Co v Local Union No 3*, 325 US 797 (1945).

The statutory framework consequently protects the means by which workers bargain while refusing to convert labour organisation into a mechanism for commercial market control. This distinction provides the foundation for the later non-statutory exemption, which addresses agreements between unions and employers that arise from collective bargaining and may otherwise technically restrain competition in labour markets.³⁷

VII. THE NON-STATUTORY LABOUR EXEMPTION AND COLLECTIVE AGREEMENTS

The non-statutory labour exemption is judicially developed and addresses a different problem from the statutory exemption. Collective bargaining often results in agreements between unions and employers. Because such agreements may restrain competition in the labour market—for example, by standardising wages or restricting certain employment practices—applying antitrust law mechanically could undermine the bargaining process. The non-statutory exemption therefore protects certain union-employer agreements that are sufficiently related to legitimate collective bargaining.³⁸

The principal Supreme Court decisions identified in the source materials are *United Mine Workers v Pennington* and *Local 189, Amalgamated Meat Cutters v Jewel Tea Co.* Together they established an important boundary between protected labour standards and arrangements designed to eliminate business competitors. *Pennington* demonstrates that a labour agreement can fall outside protection where its purpose is to eliminate competitors, even if the agreement formally concerns wages, hours or working conditions. *Jewel Tea*, by contrast, recognised that a restraint affecting the product market may receive protection where it is intimately related to wages, hours and other labour-market conditions and the union is acting on its own behalf rather than as an instrument of employers.³⁹

Pennington is particularly significant because it prevents the labour exemption from being used as a vehicle for employer collusion. If employers and a union agree to impose wage terms on non-participating employers for the purpose of eliminating those employers from the market, the labour label does not necessarily protect the arrangement. The legal inquiry therefore extends beyond the formal subject matter of the agreement to its purpose and practical market effect.⁴⁰

Jewel Tea illustrates the opposite side of the boundary. A restriction concerning store operating hours could affect the product market, but the Court recognised its close relationship with the union's bargaining position concerning employees' working hours. The source material describes this as the 'intimately related' principle. The decision demonstrates that an agreement does not lose protection merely because it has some product-market effect; the relevant question is whether that effect is sufficiently connected to legitimate labour bargaining.⁴¹

The non-statutory exemption was later considered in *Brown v Pro Football, Inc.*, which the research note identifies as extending protection to certain post-impasse conduct preserving bargaining dynamics. The case illustrates the continuing judicial effort to prevent antitrust law from destabilising the collective-bargaining process after negotiations have reached an impasse. It also confirms that the boundaries of the exemption depend upon the institutional setting and the relationship between the restraint and collective bargaining.⁴²

The exemption is therefore neither a blanket immunity nor a narrow formal rule. It is a functional doctrine designed to protect the collective-bargaining process. The central factors include whether the restraint concerns mandatory bargaining subjects, whether it arises from bona fide bargaining, whether the union acts independently, whether the restraint extends to non-parties, and whether the arrangement is instead directed at a product-market or employer-side objective.⁴³

VIII. LIMITATIONS: PRODUCT-MARKET RESTRAINTS, THIRD-PARTY EFFECTS AND MONOPOLISATION

The comparative materials repeatedly identify product-market restraints as the point at which labour protection becomes weaker. The distinction is particularly clear in *Allen Bradley and Connell Construction Co v Plumbers & Steamfitters Local 100*. In *Allen Bradley*, the union's participation in a closed market for electrical equipment went beyond improving labour conditions. In *Connell Construction*, the union required general contractors to subcontract only to firms holding contracts with the union. The Supreme Court regarded the restraint as affecting the construction services market rather than merely the terms of employment.⁴⁴

The relevance of *Connell* is that the exemption cannot be understood solely by asking whether the conduct occurs during a labour dispute. A union may have a genuine labour interest and still impose a restraint whose competitive consequences are sufficiently independent to fall outside the protected sphere. Third-party effects are therefore important. Where an agreement imposes conditions upon businesses or persons who are not parties to the bargaining relationship, the justification based upon collective bargaining becomes more difficult to sustain.⁴⁵

The materials also identify Section 2 of the Sherman Act as a separate boundary. The labour exemption does not permit unions to use strikes, agreements or other collective mechanisms to create or maintain a monopoly in a business market. *Apex Hosiery* is cited in the research note in this context. The

³⁷Clayton Act 1914, §§ 6, 20.

³⁸*United Mine Workers v Pennington*, 381 US 657 (1965).

³⁹*Local 189, Amalgamated Meat Cutters v Jewel Tea Co*, 381 US 676 (1965).

⁴⁰*H A Artists & Associates, Inc v Actors' Equity Association*, 451 US 704 (1981).

⁴¹*Brown v Pro Football, Inc*, 518 US 231 (1996).

⁴²*National Labor Relations Act 1935*, § 8(d), 29 USC § 158(d).

⁴³*United Mine Workers v Pennington*, 381 US 657 (1965).

⁴⁴*Allen Bradley Co v Local Union No 3*, 325 US 797 (1945).

⁴⁵*Connell Construction Co v Plumbers & Steamfitters Local 100*, 421 US 616 (1975).

distinction reinforces the principle that labour rights do not become a general exemption from competition law; the protected interest remains tied to labour relations rather than the acquisition of commercial market power.⁴⁶

Another limitation concerns non-mandatory bargaining subjects. Section 8(d) of the National Labor Relations Act identifies wages, hours and other terms and conditions of employment as the core subjects over which employers and unions have a duty to bargain in good faith. The source materials describe subjects outside this category as non-mandatory unless mutually negotiated. Because the non-statutory exemption is connected to the collective-bargaining process, the status of the subject matter can affect the availability of protection.⁴⁷

Subcontracting provides an illustration of the difficulty. *Fibreboard Paper Products Corp v NLRB* is cited in the materials for the proposition that subcontracting can constitute a mandatory subject where it is directly connected with job security. This demonstrates that a subject cannot be classified mechanically by its label. The legal context and connection to employment conditions matter. A subcontracting clause closely tied to job security may be part of protected bargaining, while a clause designed primarily to exclude competitors or control a product market may not be.⁴⁸

The limitations can therefore be reduced to a common comparative principle: collective bargaining protection weakens as the conduct moves away from the employment relationship and toward independent control of goods, services, competitors or third parties. This principle appears in different institutional forms across the jurisdictions examined in this paper.⁴⁹

IX. COLLECTIVE BARGAINING, EMPLOYER NO-POACH AND WAGE-FIXING ARRANGEMENTS

The contemporary competition-law debate has expanded from traditional union bargaining to employer practices affecting labour-market competition. No-poach agreements and wage-fixing arrangements are particularly significant because they directly affect workers' opportunities and remuneration while involving competing employers. The United States materials emphasise that the labour exemption does not protect horizontal agreements among employers merely because those agreements concern employment.⁵⁰

An employer no-poach agreement is an arrangement through which businesses agree not to hire one another's workers. From the employer's perspective it may appear to concern recruitment practices, but from the worker's perspective it can suppress mobility and bargaining power. The source material identifies such arrangements as potential Section 1 Sherman Act violations. The key distinction is institutional: workers are not exercising a collective labour right when competing employers secretly agree to restrict hiring among themselves.⁵¹

Wage-fixing presents the same problem in a different form. If competing employers agree upon wages or other compensation terms, they eliminate an important dimension of competition for workers. The research note identifies *United States v Jindal* as an enforcement example and refers to later federal enforcement activity. These developments illustrate a shift in attention from traditional product-market cartels to labour-market restraints created by employers.⁵²

The distinction between employer collusion and collective bargaining is essential for policy coherence. If the law protected employer-side wage coordination merely because it concerned employment, it could undermine the very labour-market competition that collective bargaining seeks to correct. Workers' collective action and employers' collective restraint therefore cannot be placed on the same legal footing merely because both involve wages. The source materials support a model in which worker protection and employer competition are treated as distinct questions.⁵³

The contemporary U.S. guidance discussed in the source materials also extends scrutiny to non-competes, franchise no-poach arrangements and other practices affecting workers. This indicates that the competition authorities increasingly view labour markets as relevant competitive spaces. The result is not that labour law and antitrust law have merged, but that antitrust enforcement pays closer attention to the competitive consequences of employer conduct affecting workers.⁵⁴

X. INDEPENDENT CONTRACTORS AND GIG WORKERS

The rise of independent contracting and platform-based work creates one of the most difficult contemporary questions in collective bargaining and competition law. Traditional antitrust principles may classify an independent contractor as an independent economic actor, potentially making coordination among contractors resemble an agreement among competitors. Labour policy, however, may regard some contractors as economically dependent on a platform or dominant intermediary and therefore as requiring collective bargaining capacity.⁵⁵

⁴⁶*Apex Hosiery Co v Leader*, 310 US 469 (1940).

⁴⁷National Labor Relations Act 1935, § 8(d), 29 USC § 158(d).

⁴⁸*Fibreboard Paper Products Corp v NLRB*, 379 US 203 (1964).

⁴⁹*Allen Bradley Co v Local Union No 3*, 325 US 797 (1945).

⁵⁰*United States v Jindal*, No 4:20-CR-00358 (ED Tex 2020).

⁵¹US Department of Justice and Federal Trade Commission, *Antitrust Guidelines for Business Activities Affecting Workers* (16 January 2025).

⁵²FTC, *Antitrust Guidelines for Human Resources Professionals* (2016), as updated in January 2025.

⁵³*Sherman Act 1890*, 15 USC § 1.

⁵⁴*United States v Jindal*, No 4:20-CR-00358 (ED Tex 2020).

⁵⁵Federal Trade Commission, *Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny* (14 January 2025).

The United States materials identify the FTC's January 14, 2025 Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny as an important development. According to the source paper, the Commission recognised the uncertainty created by independent contracting and gig work and stated that workers engaged in protected labour activity may remain protected even where they are misclassified as independent contractors. The statement therefore attempts to preserve the underlying labour policy where classification does not reflect the practical nature of the work relationship.⁵⁶

The source materials also note that courts had not definitively resolved all questions concerning whether organising and bargaining by gig workers are shielded from antitrust liability. There is consequently a distinction between agency guidance and settled judicial doctrine. This distinction matters because policy statements can clarify enforcement priorities without necessarily resolving every question of statutory interpretation.⁵⁷

The European Union materials raise a parallel issue through collective bargaining by self-employed persons. The discussion of FNV Kunsten and the later policy debate demonstrates that the legal category of self-employment can conflict with the economic reality of dependency. If self-employed persons are prohibited from collectively negotiating because they are technically undertakings, the competition framework may unintentionally prevent them from addressing severe bargaining-power asymmetries.⁵⁸

The comparative lesson is that worker classification is increasingly becoming a competition-law question. A legal system that protects only formally employed workers may leave economically dependent persons outside collective bargaining protection. Conversely, extending labour exemptions to every person who performs services could create opportunities for commercial competitors to coordinate under the label of labour. The appropriate boundary therefore requires attention to economic dependence, personal service, bargaining power, and the actual purpose of the collective action.⁵⁹

The U.S. source paper describes the 2025 DOJ and FTC Antitrust Guidelines for Business Activities Affecting Workers as expanding scrutiny of independent contractors, non-competes and franchise no-poach arrangements while reaffirming worker exemptions. The development reflects a two-sided enforcement policy: protect legitimate collective labour activity while scrutinising employer conduct that suppresses competition among workers. This is increasingly relevant as the conventional distinction between employee and independent contractor becomes less representative of modern work arrangements.⁶⁰

XI. COMPARATIVE ANALYSIS OF THE FOUR JURISDICTIONS

The four jurisdictions share a common problem but adopt different legal techniques. The European Union places significant emphasis on social policy and the institutional role of collective bargaining. Genuine agreements resulting from social dialogue and directed toward improving working conditions can be excluded from ordinary Article 101 analysis. India does not provide the same express general labour exemption in its Competition Act 2002 and instead relies more heavily upon case-specific assessment of competitive effects and legitimate purposes. Australia provides an authorisation and notification structure in which public benefit is balanced against public detriment. The United States combines statutory protection for labour activity with a judicially developed non-statutory exemption for agreements closely connected to collective bargaining.⁶¹

The jurisdictions also differ in the stage at which the labour justification operates. In the EU, the nature and purpose of the collective agreement can remove it from Article 101 where the conditions identified in the case law are met. Australia provides an administrative mechanism through which protection can be obtained. In the United States, the statutory and non-statutory exemptions define protected categories and judicial decisions draw boundaries around them. India's framework, as presented in the source material, leaves greater reliance upon the CCI's assessment of the conduct's actual competitive implications.⁶²

A second point of comparison concerns the treatment of product-market effects. The EU does not treat every economic effect of a collective agreement as fatal to protection where the agreement is genuinely labour-oriented. The U.S. *Jewel Tea* decision similarly demonstrates that a product-market effect may remain protected where it is intimately related to labour bargaining. By contrast, *Allen Bradley* and *Connell* show that an independent product-market restraint can remove conduct from the exemption. Australia asks whether public benefits outweigh detriments, while the Indian cases focus upon whether collective bargaining is being used as a legitimate labour mechanism or as a means of restricting competition.⁶³

A third point concerns collective action by persons who are not traditional employees. The EU and U.S. materials both identify self-employed and gig workers as emerging areas of uncertainty and adaptation. Australia's broader collective bargaining mechanisms can accommodate forms of collective negotiation beyond conventional union-employer bargaining, subject to statutory conditions. India's source materials do not identify an equally developed statutory framework for collective bargaining by independent contractors, making this an area in which future interpretation may be particularly significant.⁶⁴

56 US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

57 FNV Kunsten Informatie en Media v Staat der Nederlanden (Case C-413/13).

58 St Antoine, Collective Bargaining and the Antitrust Laws (1967), University of Michigan Law School Scholarship Repository.

59 Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

60 US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

61 Albany International BV v Stichting Bedrijfspensioenfonds Textielindustrie (Case C-67/96) [1999] ECR I-5751.

62 Competition Act 2002 (India).

63 FICCI–Multiplex Association of India v United Producers/Distributors Forum, 2011 SCC OnLine CCI 33.

64 Australian Competition and Consumer Act 2010, ss 93AB–93AC.

A fourth point is the treatment of employer collusion. The United States materials are explicit that the labour exemption does not protect horizontal agreements among employers, particularly wage-fixing and no-poach arrangements. The EU, India and Australia also possess general competition rules capable of addressing agreements among competitors. The comparative lesson is that the existence of a labour-market effect does not itself transform employer coordination into protected collective bargaining. Protection depends upon the identity and role of the actors as well as the nature of the collective objective.⁶⁵

The four systems can therefore be represented as different expressions of a common balancing problem. The EU emphasises social-policy compatibility; India emphasises competitive effects and legitimate purpose; Australia institutionalises public-benefit authorisation; and the United States protects labour activity through statutory and judicial exemptions. None of the systems, as described in the source materials, treats collective bargaining as an unlimited licence to restrain competition. The principal differences concern the doctrinal route through which protection is established and the degree of certainty provided to participants.⁶⁶

XII. THE BOUNDARY BETWEEN LEGITIMATE COLLECTIVE BARGAINING AND ANTICOMPETITIVE CONDUCT

The comparative materials permit a structured test for analysing disputed conduct. The first question is whether the parties are acting in a genuine labour relationship or whether they are commercial competitors using the language of collective bargaining. The second is whether the subject matter concerns wages, hours, working conditions, employment security or another objective closely connected with labour standards. The third is whether the restraint is necessary or sufficiently related to the bargaining objective. The fourth is whether the arrangement extends to non-parties or independently restrains the sale, supply or allocation of goods and services. The fifth is whether the conduct is being used to eliminate competitors or create commercial market power.⁶⁷

The importance of the first question is demonstrated by the contrast between union-worker action and employer wage-fixing. Both may concern wages, but they have opposite institutional positions. Workers combine to improve their bargaining position against employers; employers combine to reduce competition among themselves for workers. The former may serve labour policy, while the latter may suppress the competitive process in the labour market. A competition analysis that focuses only on the subject matter without considering the identity of the actors would therefore miss a central feature of the problem.⁶⁸

The second and third questions are reflected in the U.S. 'intimately related' approach. A restraint need not be completely disconnected from the product market to remain protected. What matters is whether the restraint is sufficiently related to legitimate bargaining over labour conditions. This explains why a working-hours arrangement may receive different treatment from a union-backed restriction on which firms may obtain contracts. The latter may affect competition among businesses independently of the labour relationship.⁶⁹

The fourth question addresses third-party restraints. When a collective agreement imposes conditions on businesses or workers who are outside the bargaining relationship, the justification for protection becomes weaker. Connell Construction is particularly relevant because the union's subcontracting requirement affected general contractors and the construction services market. Similarly, the Indian Vipul A Shah decision demonstrates how membership-based restrictions can exclude non-members from employment opportunities even where the association describes its purpose in labour terms.⁷⁰

The fifth question concern purpose and market power. Pennington demonstrates that a formally labour-oriented agreement can lose protection when its purpose is to eliminate competitors. Allen Bradley similarly illustrates that union participation in a product-market monopoly is not protected merely because the union receives labour benefits. These decisions are important because they prevent labour exemptions from becoming a strategy for achieving ordinary commercial objectives that antitrust law would otherwise prohibit.⁷¹

A coherent legal approach should therefore preserve a presumption in favour of genuine collective bargaining over core labour conditions while maintaining scrutiny where the conduct has an independent commercial purpose. Such an approach does not require competition authorities to treat every labour-related effect as harmless, nor does it require them to treat every collective agreement as a cartel. The distinction must remain sensitive to the institutional role of the parties, the subject matter of bargaining and the market actually being restrained.⁷²

XIII. POLICY ISSUES AND EMERGING QUESTIONS

The comparative materials raise several policy questions. First, legal certainty is important. Workers and unions need to know when collective action is protected, particularly in markets where conventional employment relationships are disappearing. Employers likewise require clarity concerning the

⁶⁵Sherman Act 1890, 15 USC § 1.

⁶⁶United Mine Workers v Pennington, 381 US 657 (1965).

⁶⁷Allen Bradley Co v Local Union No 3, 325 US 797 (1945).

⁶⁸United Mine Workers v Pennington, 381 US 657 (1965).

⁶⁹Local 189, Amalgamated Meat Cutters v Jewel Tea Co, 381 US 676 (1965).

⁷⁰Connell Construction Co v Plumbers & Steamfitters Local 100, 421 US 616 (1975).

⁷¹Vipul A Shah v All India Film Employee Confederation, 2017 SCC OnLine CCI 53.

⁷²Allen Bradley Co v Local Union No 3, 325 US 797 (1945).

boundary between legitimate negotiation and unlawful coordination. Uncertainty can discourage legitimate bargaining or, alternatively, allow anti-competitive conduct to be disguised as labour activity.⁷³

Secondly, the legal framework must account for economic dependency rather than relying exclusively upon formal labels. The emergence of gig work demonstrates why a person may be legally classified as an independent contractor while remaining economically dependent upon a single platform. The U.S. policy statement identified in the source material responds to this issue by emphasising protected labour activity even where worker classification may be contested. EU developments concerning self-employed workers point in a similar direction.⁷⁴

Thirdly, enforcement should distinguish worker-side collective action from employer-side labour-market restraints. The expansion of antitrust enforcement against wage-fixing and no-poach arrangements indicates that labour markets are themselves competitive spaces. Protecting collective bargaining should not mean allowing employers to agree upon wages or mobility restrictions. Such conduct can undermine the bargaining position of the very workers whom labour policy seeks to protect.⁷⁵

Fourthly, product-market effects require careful treatment. An overly broad exemption may allow unions or employers to impose restrictions that harm consumers, suppliers or non-participating businesses. An overly narrow exemption may make meaningful collective bargaining impossible because almost any labour standard can have some economic effect. Jewel Tea provides an example of the latter problem: a rule affecting store operating hours could have product-market consequences while remaining closely connected to employee working hours. The comparative analysis therefore supports a connection-based rather than effect-free model.⁷⁶

Fifthly, institutional design matters. Australia's authorisation process gives participants a defined route for seeking protection and enables a regulator to weigh benefits and detriments. The EU approach relies more heavily on judicial doctrine and social-policy interpretation. The U.S. model depends on a combination of legislation and case law, while India's approach is comparatively open-textured. Each model involves a different balance between certainty, flexibility and administrative oversight.⁷⁷

Finally, the legal framework must preserve the distinction between collective bargaining and collective commercial purchasing or selling. The EU and Australian materials demonstrate that competitors may sometimes have legitimate reasons to negotiate collectively with suppliers or customers. Such arrangements can generate efficiencies or address bargaining asymmetries, but they can also facilitate buyer or seller power. The legal question therefore cannot be resolved solely by calling an arrangement 'collective bargaining'; its economic function and statutory conditions remain relevant.⁷⁸

XIV. REFORM AND INTERPRETIVE CONSIDERATIONS

The comparative materials suggest that a useful legal framework should begin with recognition of the legitimacy of collective labour action. A worker should not lose the practical ability to bargain collectively merely because competition law is framed broadly enough to capture coordination. At the same time, protection should be tied to a demonstrable labour objective. A clear distinction between labour-market standards and product-market control can help avoid both over-enforcement and under-enforcement.⁷⁹

For jurisdictions with less explicit exemptions, such as the Indian framework described in the research note, clearer guidance could reduce uncertainty. Such guidance could identify collective bargaining over wages, hours and employment conditions as presumptively legitimate where undertaken by genuine labour representatives, while identifying product-market allocation, exclusion of non-members, employer wage-fixing and no-poach arrangements as requiring separate competition scrutiny. The purpose would not be to create an unrestricted immunity, but to make the analytical boundary more predictable.⁸⁰

The treatment of economically dependent self-employed persons also deserves attention. A rigid employee-versus-undertaking distinction can fail to reflect bargaining power. A more functional framework could consider factors such as dependence upon a principal, personal performance of services, inability to negotiate individually on meaningful terms and the absence of significant entrepreneurial capital. Such considerations would not automatically immunise all self-employed persons, but they could help identify circumstances in which collective bargaining performs a labour-protective function.⁸¹

Regulatory agencies should also distinguish between guidance and adjudication. The U.S. 2025 policy statement and guidelines discussed in the source material are significant because they communicate enforcement priorities, but the ultimate legal position may depend upon statutes and judicial decisions. Similar caution is appropriate in comparative analysis: an agency statement, a judicial precedent and a statutory exemption perform different legal functions and should not be treated as interchangeable sources of law.⁸²

73 Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

74 US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

75 Australian Competition and Consumer Commission, Collective Bargaining and Collective Boycotts.

76 FNV Kunsten Informatie en Media v Staat der Nederlanden (Case C-413/13).

77 Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

78 US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

79 Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

80 US Department of Justice and Federal Trade Commission, Antitrust Guidelines for Business Activities Affecting Workers (16 January 2025).

81 Australian Competition and Consumer Act 2010, ss 93AB–93AC.

82 Competition Act 2002 (India).

Finally, any reform should preserve competition in both labour and product markets. The protection of workers' collective bargaining rights is not inherently opposed to competition policy. Indeed, the suppression of employer collusion can strengthen labour-market competition, while legitimate bargaining can correct disparities in bargaining power. The objective should therefore be institutional coexistence: labour law should protect collective representation, and competition law should intervene when collective mechanisms are transformed into instruments for commercial exclusion or employer collusion.⁸³

CONCLUSION

Collective bargaining presents competition law with a distinctive problem because the collective coordination that labour law protects can resemble the coordination that competition law ordinarily restricts. The comparative materials show, however, that the legal systems examined have developed mechanisms to distinguish legitimate labour activity from anti-competitive commercial conduct. The European Union places collective bargaining within a broader social-policy framework and, through cases such as *Albany* and *FNV Kunsten*, recognises the significance of social dialogue and improved working conditions. India does not provide an equally explicit statutory labour exemption, but CCI decisions such as *FICCI–Multiplex* and *Vipul A Shah* demonstrate an effort to distinguish legitimate labour objectives from arrangements that restrict competition. Australia uses a public-benefit and public-detriment framework through its collective bargaining authorisation and notification mechanisms. The United States combines statutory labour protections with a judicially developed non-statutory exemption that protects collective bargaining while policing its boundaries.⁸⁴

The U.S. development is particularly instructive because it shows that the labour exemption is neither an absolute immunity nor a narrow rule limited to purely internal employment matters. *Hutcheson*, *Pennington*, *Jewel Tea*, *Allen Bradley*, *Connell Construction* and *Brown v Pro Football* collectively illustrate a continuing judicial effort to preserve collective bargaining without permitting labour arrangements to become vehicles for product-market monopolisation, third-party restraints or employer collusion. The 'intimately related' principle is especially important because it recognises that legitimate labour agreements may have incidental economic effects without thereby becoming ordinary antitrust violations.⁸⁵

The contemporary significance of the issue lies in changing labour markets. Independent contractors and gig workers challenge traditional assumptions about who qualifies for labour protection. The U.S. 2025 materials expressly identify this problem, while EU developments concerning self-employed persons raise similar questions. At the same time, enforcement against employer wage-fixing and no-poach agreements demonstrates that competition law increasingly recognises labour markets as competitive markets deserving protection. The future legal question is therefore not simply whether collective bargaining should be exempted, but how the law can identify genuine collective labour action in increasingly complex forms of work.⁸⁶

The comparative position ultimately supports a contextual approach. The identity of the parties, the subject matter of negotiation, the connection between the restraint and working conditions, the effect on third parties, and the existence of an independent product-market or employer-side objective should all be relevant. A collective agreement that genuinely improves labour conditions should not be treated in the same manner as a commercial cartel merely because both involve coordination. Conversely, a restraint that uses the language of labour to exclude competitors, control products or coordinate employers should not automatically receive protection.⁸⁷

A sound competition-law framework must therefore preserve both sides of the legal equation. Workers require sufficient freedom to combine and bargain collectively; markets require protection from arrangements that suppress competition beyond the legitimate labour objective. The comparative experiences of the European Union, India, Australia and the United States demonstrate that this balance can be achieved through different doctrinal and institutional mechanisms. What remains constant is the need to distinguish collective bargaining as an instrument of labour protection from collective coordination used as an instrument of commercial market control.⁸⁸

83 Federal Trade Commission, Policy Statement on Exemption of Protected Labor Activity from Antitrust Scrutiny (14 January 2025).

84 *Albany International BV v Stichting Bedrijfspensioenfonds Textielindustrie* (Case C-67/96) [1999] ECR I-5751.

85 *FICCI–Multiplex Association of India v United Producers/Distributors Forum*, 2011 SCC OnLine CCI 33.

86 Australian Competition and Consumer Act 2010, ss 93AB–93AC.

87 *United Mine Workers v Pennington*, 381 US 657 (1965).

88 *Local 189, Amalgamated Meat Cutters v Jewel Tea Co*, 381 US 676 (1965).