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# **Equal opportunities and collective bargaining in the European Union**

A case study on Research into an Instrument of Collective Regulation from Portugal

Phase III

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WP/97/77/EN



**EUROPEAN FOUNDATION**  
**for the Improvement of Living and Working Conditions**

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Collective Regulation from Portugal  
Phase III

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## **SUMMARY**

### **I - SCOPE OF THE RESEARCH**

The Portuguese report on Phase 2 lists the Instrumentos de Regulamentação Colectiva de Trabalho (IRCT) [Instruments of Collective Labour Regulation] that most closely appear to be “good agreements”, as defined in the Project guidelines.

The report points out that no IRCT can be considered exemplary or innovative in terms of equal opportunities, however.

The objective of this work was therefore on the one hand to take a comprehensive view of the nature of the bargaining process in Portugal, and on the other to monitor closely a bargaining process which despite all its faults was considered closest to the issue of equal opportunities in collective bargaining.

Equal opportunities is not yet part of the range of issues discussed during the bargaining process in Portugal. The clauses of the IRCTs analysed can therefore be seen only as clauses related to equal opportunities.

### **II - METHODOLOGY**

The data collected in this research comes from a systematic analysis of the most recent collective regulations, and from interviews with collective bargaining specialists and representatives of the social partners involved in bargaining processes.

### **III - DESCRIPTION OF COLLECTIVE BARGAINING AND THE BARGAINING PROCESS**

As far as equal opportunities in general are concerned, the texts negotiated almost exclusively contain the traditional clauses on "women's rights" or an equivalent designation, and merely reproduce the legal texts. Most of these clauses were negotiated many years ago (sometimes over 10 years), without taking account of subsequent changes related to the increasing professional development of women and the sharing of family responsibilities, among other things.

The major issues in collective bargaining are pay, working time and multiple functions, while equal opportunities are secondary or are easily set aside if they jeopardise the negotiators' ability to reach agreement.

#### **IV - THE COMPANY AGREEMENT OF CORREIOS E TELECOMUNICAÇÕES DE PORTUGAL**

This agreement was selected because it contains some clauses, particularly clause 17 on equal opportunities, which from analysing the situation of women in the company proved to be not entirely inconsequential in practice, unlike what is unfortunately the case with most IRCTs negotiated.

Rather than being merely a statement of principles, this is a case of putting equal opportunities and treatment between men and women into practice.

#### **V - CONCLUSIONS**

Collective bargaining in Portugal does not view the inclusion of equal opportunities and treatment between men and women as an important key issue.

While it is not easy to identify the factors underlying this situation, the following are significant to varying degrees:

- excessive dependence on legislation, which is expected to solve all problems, with a consequent inertia in the bargaining process;
- weak activity and participation of women in trade union life and bargaining processes;
- poor training of employers in managing human resources, combined with the need for competitiveness in companies in an unfavourable economic situation.

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## INTRODUCTION

The issue of equal opportunities in Portugal is not an active concern for collective bargaining negotiators. Point 9 of the report on Phase 1 of the study - Relevant information for the following phases - highlighted this situation in stating that "...the analysis carried out has revealed that in Portugal there are no IRCTs that could be considered exemplary in terms of equal opportunities. Not a single IRCT covers the relevant points of the issue of equality in an extensive, innovative way".

It also identified "the relevance of the sector in terms of the presence of women, together with the actual merit of any clauses relating to equal opportunities", as possible selection criteria for the following phases.

The report on Phase 2 confirms this, demonstrating that it is impossible to adopt the above criteria since "highly feminised sectors are not covered by IRCTs which are progressive in terms of equal opportunities".<sup>(1)</sup>

As this work will demonstrate, the principle of Equal Opportunities in its strictest sense is not on the bargaining agenda. In the Portuguese context of collective bargaining it would be more accurate to refer to clauses relating to equal opportunities, which will be the interpretation used in this work.

Within this framework a general approach was adopted in analysing the collective bargaining process in terms of Equal Opportunities, highlighting the clauses formally relating to this issue with reference to an IRCT which from those selected can be considered a "good agreement" in the national context outlined above.

This IRCT is the Company Agreement between CTT - Correios de Portugal, SA and the SNCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações and others. (Annex I)

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(1) Negociação Colectiva e Igualdade de Oportunidades, Maria do Carmo Nunes - 1ª e 2ª Fase.

## METHODOLOGY

Documents were analysed and interviews were used to carry out this work.

The former involved a comparative study of applicable legislation and contractual provisions on the subject.

An exhaustive inventory was made of contractual clauses relating to equal opportunities in the IRCTs published in the Boletins do Trabalho e Emprego [Work and Employment Bulletin] in 1994, 95 and 96. The *Regtrab* - a data bank run by the Ministério para a Qualificação e Emprego [Ministry for Qualification and Employment] and covering the Instruments of Collective Regulation, was used as a source of information.

The lack of systematic information and documentation on the present situation of Collective Bargaining/Equal Opportunities was overcome by researching and analysing a variety of documents, such as newspaper and magazine articles and trade union and other leaflets and papers.

At the same time statistical data was processed and some indirect indicators were assessed.

Finally, interviews were used to obtain information from the social partners involved in negotiating the IRCTs selected.

Working meetings were held with public administration and collective bargaining specialists in order to integrate and to some extent authenticate the information.

We would like to thank everyone for their help and for the information provided.

## **I DESCRIPTION OF THE SITUATION**

### **1.1 - Historical Background**

The bargaining movement has not been very active in recent years.

According to the latest available data 25.8% of the IRCTs in force on 31 October 1994 have not been revised in the last three years.

Most of the remaining IRCTs have been revised only in the area of updating pay scales or in money-related issues (meal allowances, regular attendance etc.).

Thus much of the content of the IRCTs still consists of clauses negotiated in the early 1980s (IRCTs negotiated in 1974 are still in force).

Prior to 1974 there was no real collective bargaining since institutionally and politically the social partners were collaborators in the structure enshrined in the law: they were not granted ownership of different interests.

Meanwhile the role of the woman in the type of society prevailing and in the law itself was secondary to the man in all respects.

The issue of equal opportunities in collective bargaining did not arise, and the existence of different pay scales for men and women was actually accepted.

After 1974 the social partners again took on the role of protecting different interests.

A sometimes troubled early stage was followed by intense development in collective bargaining.

At the same time the ILO conventions were ratified by Portugal and transposed into national law, particularly those designed to protect maternity and women's work, thus adapting the national legal framework.

The clauses relating to "female work" were introduced into collective contracts negotiated at that time, together with other clauses of various types which established rights and improved general working conditions.

These acquired rights, in the form of contractual clauses, are still retained in the IRCTs, making them rigid and "heavy".

The employers' organisations reacted to this situation by promoting more "flexible" IRCTs from which some of the clauses considered to be obsolete were "cleaned out".

The trade union associations on the other hand saw these clauses as a back-up weapon for more difficult negotiations and as acquired rights that were not to be lost.

This "power struggle" made collective bargaining immobile in areas not specifically related to money, with the result that the subject of Equal Opportunities did not even have the "opportunity" to be considered in bargaining agendas.

## 1.2 - Development of the IRCTs

A study of the existing agreements of the IRCTs highlights a common characteristic: they contain a clause on women's work, focusing in particular on aspects relating to maternity.

This clause appears with different designations, but the content is virtually the same.

The designations found include the following:

- Women's rights
- Special rights of the woman
- Protection of maternity and paternity
- Women's work
- Female work
- The work of women and minors.

In some fairly rare cases this clause contains a general principle of equal opportunities and treatment between men and women, but without consequences for the other clauses. In other words, the IRCT contains the principle, but the subsequent clauses may immediately enshrine various discriminatory situations or at least not contain provisions actually enabling the principle to be put into practice.

Clauses on "Women's rights" or other designations typically reproduce, sometimes verbatim, the legal texts on equal opportunities and treatment between workers of both sexes.

Reproducing the law in this way is defended by the Trade Unions on the grounds that it provides workers with complete information on the rights and duties involved in labour relations, rather than only on the issues that were negotiated.

In the present situation the maintenance of the clauses reproducing legislation is part of the unions' collective bargaining strategy, although its practical effect does not appear to be very consistent.

Meanwhile the law is normally reproduced without taking advantage of the opportunity to regulate situations where the law leaves open the possibility for the parties to agree alternative solutions (e.g., in the case of breast-feeding). In this specific case, for example, the IRCTs reproduce the law relating to periods of breast-feeding, but by omission they deny the right to time off for feeding in most cases.

The following table gives some examples illustrating the above in relation to clauses that reproduce the legislation:

LAW	IRCTs
Articles 9 and 18 of Law no 4/84 of 5/4: 90 days' maternity leave without loss of rights (prior to the amendments introduced by Law no 17/95 of 9/6)	Cl. 62 of the CCT between Fapel and Fetese and others: 90 days' maternity leave that cannot be taken away for any reason, paid for by the Social Security (signed by the parties on 1/9/95)
Article 9 of Law 4/84, amended by Law no 17/95: 98 days' maternity leave	Cl. 48 of the CCT for the Tanning sector: 98 days' maternity leave (signed on 23/11/95)
Art. 1 of Decree Law no 392/79 of 20/9: "This ruling seeks to guarantee women equality of opportunities and treatment with men at work and in employment ..."	Cl. 47 of the CCT for the Tanning sector: "women are guaranteed equality of opportunities and treatment with men at work and in employment"
Art. 9 of Decree Law no 392/79 of 20/9: "Equal pay is guaranteed between male and female workers for equal work or for work of equal value carried out for the same employing body"	Cl. 62 of the CCT between Fapel and Fetese and others: "women are guaranteed the right to receive the same pay as men for equal tasks and skills"

The IRCTs indeed frequently contain numerous limitations and contradictions. As stated above, an IRCT may contain a clause generally enshrining the principle of Equal Opportunities and Treatment, and yet may at the same time maintain various "classical" situations of discrimination: professions designated in the feminine, lower rates of pay for professional categories allocated to women, among others.

Other situations have been identified with respect to designations in the feminine. The activity report of the Comissão para a Igualdade no Trabalho e no Emprego [Commission for Equality at Work and in Employment] for 93 and 94 contains 52 cases of discrimination by this means, in addition to those relating to situations of direct discrimination connected to the application of the principle of equal pay for equal work. The Commission has issued many reports on both types of discrimination. (Annex II)

The difficulty in overcoming this situation is clearly demonstrated by the fact that, although these reports are issued by a body whose deliberations arise from the active participation of workers' and employers' representatives (the Commission is tripartite), the situations challenged in them have in some cases still to be corrected.

### 1.3 Present Situation

At present there is some revival in bargaining focusing on three points of discussion:

- reduction of the working week to 40 hours;
- making working time flexible;
- multiple functions.

Last year working time was the most difficult point to deal with in the conciliation phase.

These points had been agreed by the social partners in 1990 in the Concertação Social [Social Convention], an economic and social agreement. By means of sectoral negotiations through contracts, it was established that they were to be regulated until 1995.

On conclusion of the five years provided for, however, the practical results were meagre: the social partners had not reached agreement and the Government had to step in, regulating this issue by means of legislation through Law no 21/96, which entered into force on 1 December last.

The consequences of applying this Law to heavily feminised sectors of activity or to special situations such as the period of pregnancy is not yet totally clear. With the possibility of companies working 10 hour days when production is at a peak, for example, women must find solutions to resolve the question of family responsibilities, which are still virtually their exclusive responsibility.

With the social partners focusing on these areas, Equal Opportunities may again become a low priority on bargaining agendas.

In summary:

- in a situation characterised by a lack of dynamism in collective bargaining;
- social partners holding antagonistic positions in relation to revising clauses which are not strictly money-related;
- not very flexible IRCTs, with some clauses negotiated over a decade ago and sometimes representing the verbatim transposition of legislation;
- with no tradition of including Equal Opportunities on bargaining agendas;
- with attention focusing more on issues of reducing hours and multiple functions,

the gulf between Equal Opportunities and Collective Bargaining is still very wide.

## II DESCRIPTION OF THE AGREEMENT SELECTED

### 2.1 - Grounds for the Selection

It was not easy to select a "good agreement". Having considered the national context and analysed all the IRCTs published or revised in the last three years, the Company Agreement of Correios e Telecomunicações de Portugal, Sociedade Anónima, was selected.

Firstly this was because it was the only IRCT which had a clause specifically covering Equal Opportunities without merely reproducing the law - Clause 17 (see Annex I).

Secondly, it contains pragmatic indications for applying this principle throughout the existing agreement.

Finally, women represent 31.6% of the company's total labour force.

### 2.2 - Identification of the Agreement

DATE OF ENTRY INTO FORCE	- 13 June 1996
PUBLICATION	- Boletim do Trabalho e Emprego no 21 of 08/06/1996
SCOPE OF THE AE Geographic Company Sectoral Professional	- national - CTT - Correios de Portugal, S.A. - postal - all professional categories in the company
SIGNATORIES Employer Trade Union Organisations	- CTT Correios de Portugal, S.A. - 13 trade union associations

The Trade Union Associations are:

SNTCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações  
[National Union of Post Office and Telecommunications Workers]

FCTA - Federação Nacional dos Sindicatos das Comunicações, Telecomunicações e  
Audiovisual [National Federation of Communications, Telecommunications and  
Audio-Visual Workers]

SINDETELCO - Sindicato Democrático dos Trabalhadores das Telecomunicações e  
Correios [Democratic Union of Telecommunications and Post Office  
Workers]

FENTCOP - Federação Nacional dos Transportes, Comunicações e Obras Públicas [National  
Federation of Transport, Communications and Public Works]

SICOMP - Sindicato das Comunicações de Portugal [Portuguese Union of Communications]

SE - Sindicato dos Economistas (Economists' Trade Union)

Sindicato dos Agentes Técnicos de Arquitectura e Engenharia [Union of Technical  
Architects and Engineers]

Sindicato dos Enfermeiros Portugueses [Union of Portuguese Nurses]

SETN - Sindicato dos Engenheiros Técnicos [Union of Technical Engineers]

SNAQ - Sindicato Nacional de Quadros Licenciados [National Union of Qualified  
Managers]

SERS - Sindicato de Engenheiros da Região Sul [Southern Region Union of Engineers]

The agreement acting as the reference point for the study is the result of successive revisions  
in a sector that has also undergone profound legal changes.

### III THE SOCIAL PARTNERS

#### 3.1 - The Company

The company that signed the agreement, Correios e Telecomunicações de Portugal, SA, has over 1,000 outlets throughout the country.

It was created as a public entity and in 1970 became Empresa Pública de Distribuição de Correio e Telecomunicações.

In 1992 it adopted the legal form of a Sociedad Anónima (S.A.) [joint-stock company], mostly funded by public capital.

In the same year the company also split into two: CTT de Portugal, S.A. and Portugal Telecom. CTT de Portugal, S.A. "inherited" the Agreement that was in force until then.

#### SOME EMPLOYMENT FIGURES<sup>2</sup>

<b>YEAR</b>	<b>MEN</b>	<b>WOMEN</b>	<b>TOTAL</b>
1993	10,517	4,670	15,187
1994	10,416	4,796	15,212
1995	10,459	4,815	15,310

The distribution by gender shows that women represent 31.6% of the total, though their relative weight in the senior, middle and intermediate management and semi-skilled levels is clearly greater than the general average, as the following table shows:

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<sup>2</sup> Balanço Social dos CTT/95

SKILLS LEVELS	MEN	WOMEN	TOTAL	% W
Managers	45	11	56	19.6
Senior management	369	45	625	40.9
Middle management	299	369	613	51.2
Intermediate management	376	303	679	44.6
Highly skilled/skilled professionals	9,227	3,453	12,680	27.2
Semi-skilled professionals	143	514	657	78.2

This distribution of women mostly among the higher and middle skills levels and by contrast in the lowest skills levels (semi-skilled), is a recent phenomenon.

The representation of women in the scientific, technical and liberal professions has been developing positively, in contrast to the over-representation of female labour in the less skilled professions.

This situation confirms an increasingly common factor in the working situation of women:

- the growth of inequality within female labour, in parallel to inequality between men and women.

## PROMOTION

Promotion in the company is based on length of service or merit. There were 2,390 promotions in 1995, a significant proportion of these being on merit (60.4%), "reflecting a human resources policy which attaches increasing importance to the quality of performance"<sup>3</sup>.

In light of the criterion of promotion on merit, with length of service a factor objectively applied to men and women, the figures show a balance between the sexes in terms of absolute numbers.

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<sup>3</sup> Balanço Social dos CTT/95

Promotions on merit	Senior management	Middle management	Intermediate management	Highly skilled/ skilled professionals	Semi-skilled professionals
Men	15	62	76	788	9
Women	18	64	55	354	4

In terms of the total labour force 9.0% of men and 10% of women were promoted on merit. In the semi-skilled professions, however, where women clearly predominate, there were very few promotions, which is prejudicial to women.

### ABSENCE FROM WORK

The "absence from work" item shows a greater number of occurrences for women because of essential care. In 1995 the number of occurrences for this reason was 2,003 for men and 2,821 for women. Since the absolute number of female employees is lower, it must be concluded that women have more family responsibilities.

518 occurrences are recorded for maternity/paternity.

Inexplicably, however, this data is not broken down according to gender.

### VOCATIONAL TRAINING

Figures for vocational training are similarly not broken down according to gender. There is one indicator, however - hours not worked because of vocational training - which suggests that women receive more training than men.

	Men	Women
Hours not worked because of vocational training	136,141	101,576

This fact was confirmed and highlighted by the company.

It will be illuminating to analyse information on the distribution of employees by professional category and gender<sup>4</sup>, in which the traditional division of labour between male and female professions stands out. There are no women in the following categories, for example:<sup>5</sup>

- Postal equipment assistant (TDG)
- Builder (TCF)
- Prevention and Safety Specialist (TAC)
- Warehouseman (TAC)
- Gardener (TSE)
- Driver
- Service station operator (TSE)
- Audio-visual specialist (TRA)
- Building specialist (TRA)
- Automobile equipment specialist (TIE)
- Postal equipment specialist (TEP)

The general functional content of these categories encompasses the areas of electromechanics, electronic equipment, equipment servicing and maintenance, warehousing, printing, driving and other traditionally male tasks.

Meanwhile men are not represented in the following categories:

- Nursery school teacher
- Documentation specialist (EDI)
- Telephonist
- Crèche assistant

The functional content of these categories falls within traditionally female areas.

The careers and categories were restructured in this agreement, however, so as to introduce multiple functions adapted to the real situation and to make the previously rigid definition of functions flexible. This may open up new professional horizons and career paths for women.

Since 1987 the company has employed women to distribute mail - Postwomen - a traditionally male profession. At present there are 317 women (compared to 7,434 men).

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<sup>4</sup> Information supplied by the SNTCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações - 1996.

<sup>5</sup> In the current AE these designations are integrated into professional groups with different designations, but the final conclusions still apply.

The company believes it is maintaining a human culture which is traditional in the sense of a deeply-rooted culture of service, though it has recently adopted a concern for economic considerations in management and has become more aware of the need to promote and advertise new products.

The company has always employed significant numbers of women. In the 60s the woman Postmistress was typical in small communities, where she enjoyed a dignified and important status.

In summary, and according to the figures obtained on the company, the conclusion is that:

institutionally there is no discrimination;  
in selecting managers there is no discrimination;  
(other than very rare exceptions) there are no recorded cases of sexual harassment.

Against this background it was not hard for the company to accept clause 17 - Equal Opportunities - in the 1993 Agreement, and to retain it in the current agreement.

As the company points out, it was a case of enshrining what had already been current practice in recent years in the AE.

### 3.2 - The Trade Union Organisations

The fact that such a large number of trade unions signed the Agreement does not mean they all participated equally in the bargaining process or attended all meetings. There are no rules covering this area.

Some unions do not submit proposals, and in such cases they cannot be said to participate in the negotiations, which by definition demand a proposal and counter-proposal. In this case they are more like observers, with some attending the final meeting to sign the agreement. These unions have very few members in the company.

In the specific case of negotiating this Company Agreement the unions that participated most actively and led the dialogue with the company were the SNTCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações and the SINDETELCO - Sindicato Democrático dos Trabalhadores das Telecomunicações e Correios, and also the SICOMP - Sindicato das Comunicações de Portugal.

The first is affiliated to the CGTP-IN - Confederação Geral dos Trabalhadores Portugueses, Intersindical Nacional, while the second is affiliated to the UGT - União Geral dos Trabalhadores, two confederations with a different political position and view of labour policy.

The participation of women in trade union life is still very limited. Only around 12% of women in the UGT and 19.5% in the CGTP-IN are elected trade union officials.

Women tend not to participate in trade union life for the same reasons they tend not to participate in public life in general:

<p>- Factors connected to individual situation</p>	<ul style="list-style-type: none"> <li>- being married</li> <li>- having children</li> <li>- traditional division of tasks between sexes</li> <li>- lack of family support infrastructures</li> <li>- low income</li> <li>- lack of psychological support from the family</li> </ul>
<p>- Cultural and ideological factors</p>	<ul style="list-style-type: none"> <li>- representations of male and female roles (unions are for men!)</li> </ul>

The unions are combating this situation and are trying to create conditions ensuring the active presence of women in the trade union movement, particularly by means of practical measures such as not scheduling meetings at times which are inconvenient for women, bearing in mind the family support they provide. Parity between the number of unionised women (and young people) and representation on bargaining committees is an objective which has not yet been achieved.

There are women's departments in the trade union confederations.

## **IV THE BARGAINING PROCESS**

### 4.1 - Legal Framework and Practical Application

The conditions in which the bargaining process in Portugal takes place are defined in Dec. Law no 519-CI/79 of 2 October.

The economic aspects of proposals must be justified by the party that submits them. Lack of justification legitimately allows the other party to refuse to negotiate. The Ministry for Qualification and Employment and the Ministry responsible for the sector of activity provide the technical support required by the parties when preparing proposals and counter-proposals and during negotiations.

Conflicts arising between the parties during negotiations can be resolved by conciliation, mediation or arbitration.

Although the law provides for these three mechanisms, in practice only conciliation has been adopted, since the last mediation took place in 1985, and there is no record of arbitrators being appointed since 1992. Failure to use the arbitration mechanism is due among other factors to the high financial costs involved.

The need for conciliation does not arise solely and is not more frequent in pay-related issues. Questions concerning the organisation of working time and multiple functions have actually raised the greatest difficulties in reaching agreement recently.

As far as equal opportunities are concerned, since the parties involved in negotiations do not consider them to be the most important issues, lack of agreement has not caused negotiations to break down nor given rise to the need for conflict-solving mechanisms, since they are easily abandoned if they represent an obstacle to reaching agreement.

The position of the AE of Correios e Telecomunicações S.A. in this general framework of the bargaining process will be seen below.

## 4.2 - Pre-Agreement Phase

It was not possible to obtain information on this phase. Against the background described above, however, the underlying positions of each party can be reconstructed. The company was concerned with issues of multiple functions and flexibility, categories and careers and referring various issues to the law, with clauses being removed to make the Agreement less "heavy".

The trade unions tried not to lose acquired rights, although they were covered by the general law, as a safeguard against possible "legislative changes" and as an educational factor, bringing information on their rights closer to the employees on the understandable assumption that the IRCT is easier to consult than labour legislation spread among various rulings. Both the unions and the company have specialist "technical departments" responsible for preparing and defining strategies and which prepare subjects for negotiation throughout the year.

Equal opportunities in its strictest sense was not on the bargaining agenda. It will be seen below, however, that in the agreement phase some matters for negotiation are directly or indirectly related to equal opportunities and women's work.

The unions took the initiative to challenge the IRCT and submit the proposed revision, as they do in 95% of cases.

## 4.3 - Agreement Phase

The process of revising the current Company Agreement of CTT de Portugal, S.A. involved a special feature. At the beginning of negotiations (in August 95) the company and trade union organisations ratified an Agreement of Principles which defined a methodology leading to the development of technical studies and meetings based on basic matters of consensus expressed by all the trade union associations:

- 1 - Clauses concerning money
- 2 - Professional development (and professional integration)
- 3 - Working system, career structure - functions

The process developed throughout 1995 with progress, breakdowns and recourse to mediation by the Ministry of Qualification and Employment, with the Agreement being finalised in 1996.

Since Equal Opportunities in the restricted sense was not a fundamental point of the agenda there will be no detailed analysis of the different phases of the process and the arguments adopted.

At the time of an overall revision the entire existing agreement can in principle be altered.

Starting from this principle the development of the clauses relating to women during the negotiations will be analysed.

#### 4.3.1 - Clause 17 - Equal Opportunities

The Equal Opportunities clause was published in the 1993 agreement. It was tabled by SINDETELCO and arose as a result of guidelines adopted in international meetings, though it corresponds to the Trade Union's concerns and policies.

It did not generate much controversy in these negotiations and was accepted in its entirety.

The fact that this agreement was signed by the SNTCT (Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações), which was not the case in 1993, shows that this trade union accepted the clause.

In point 2 - "in co-operation with trade unions in the sector the company will develop positive action policies with a view to:

- improving the situation of the employees
- broadening the range of their functions",

important points that truly promote equal opportunities could be added. Nonetheless, it deserves recognition as an example for future agreements in this and other sectors of activity.

The content of the clause therefore does not raise objections, since to some extent its recommendations have already been partly achieved through the company's human resources policy. For the future, however, this clause can be considered inconsequential if it is not accompanied by measures that intensify the development achieved so far.

#### 4.3.2 - Other related clauses

The Phase 2 report listed the clauses by subject (File no 7):

- Principle of equal opportunities

Clause 17 - equal opportunities

Clause 26 - length of service

Clause 79 - vocational training

Clause 122 - protection of maternity

Clause 127 - work

- Reconciliation of family responsibilities:

Clause 32 - transfer by agreement

Clause 35 - transfers in the needs of the service

Clause 93 - permanent change in the workplace

Clause 116 - part-time work

Clause 118 - working time

Clause 166 - scheduling annual leave

Clause 172 - justified time off with pay

Clause 174 - essential care for members of the family unit

- Protection of maternity:

Clause 105 - time off while travelling with the right to travel allowances

Clause 126 - women's work

With the exception of the above-mentioned Clause 17, the content and form of the first group of clauses covers the legal provisions on equal opportunities. Strictly speaking there is no creation of rights or any development of those already defined in law.

The second group involves certain aspects in which the content of the clauses sometimes goes a little beyond the legal system.

This occurs in the following cases:

- Clause 116: grants the system of part-time work for employees with family dependants needing care that cannot be provided by anyone else;
- Clause 172: does not deduct from pay up to two days off because of essential care for members of the family unit.
- Particularly important in the other clauses of this group is concern for the family unit where transfer, leave and weekly days off are concerned.

There are no notable aspects in the third group when the content of the clauses is compared with the legal provisions.

The only significant aspect is dispensation for children's medical appointments at the Instituto de Obras Sociais during the normal period of work, without loss of pay.

Finally, clause 62 establishes pre-selection rules for taking on workers.

Although this clause provides some benefits for workers with regard to their family unit, particularly preferential entry for unemployed offspring of company employees, this issue currently has no practical application since the company believes such preferential treatment is inconsistent with correct recruitment practice, a point of view accepted by the trade unions.

#### 4.3.3 - Designation of Categories in the Masculine/Feminine

As a result of clause 17, Equal Opportunities, this agreement introduced the designation of categories into masculine and feminine. This apparently not very important fact must be emphasised in a context in which even now many IRCTs designate categories in the masculine or feminine, according to whether the jobs are traditionally occupied by men or women.

#### 4.3.4 - Other questions

##### Meal Allowance During Maternity Leave

Portuguese legislation considers absence from work during maternity leave as an actual provision of work. Women employees are therefore not prejudiced, particularly with regard to monetary payments, which include the meal allowance.

On the basis of Cl. 148 of the AE the company does not include the amount relating to the meal allowance in pay relating to the period of maternity.

This issue has been the subject of litigation for many years, including various court cases (in some of which the company has been convicted), but no company-union consensus has yet been reached on this matter.

##### Integration of Workers

In 1995 the CTT integrated around 2,000 workers with temporary contracts into its labour force. Many were women. This was dealt with separately from negotiating the AE, though it took place at the same time as the bargaining process.

##### Presence Of Women in the Bargaining Process

The presence of women in the group negotiating the AE either for the employers or the unions cannot be considered significant, negotiations essentially being conducted by men from both parties.

If there was any female perspective to the bargaining process, it was not revealed by the analysis.

Despite the weak numerical representation of women in the negotiating teams of both parties, however, the results of the process exceed what is achieved in the other IRCTs in force.

This does not allow firm conclusions to be drawn, however, on the impact the effective participation of women may have on bargaining processes.

#### 4.4 - Post-Agreement Phase

The IRCTs are published in the Boletim do Trabalho e Emprego and enter into force five days after their publication, covering the employees represented by the signatory unions and the companies represented by the signatory employer associations.

In their final clauses the IRCTs normally provide for the establishment of a Parity Committee which is responsible for resolving issues arising while they are valid in terms of practical application.

This is not a mechanism that can be considered in assessing results, however.

In this respect the CTT AE does not break the rule. Clause 210 of the AE in fact establishes the duties of the Parity Committee as basically the interpretation and inclusion of omissions in the existing agreements.

This Committee does not address the issue of controlling the application and assessment of the Equal Opportunities clauses in particular. Furthermore, the lack of clauses providing for positive actions relates assessment of the results of the AE merely to compliance with what is stipulated in it.

In this case the trade unions can resort to the administrative or legal authorities:

- filing a claim with the Comissão para a Igualdade no Trabalho e no Emprego;
- requesting monitoring from the Inspeção Geral do Trabalho [Labour Inspectorate];
- by means of legal action in the Industrial Tribunals.

It will be noted that possible inclusion in the IRCTs of discriminatory clauses does not preclude the agreement being published and entering into force.

## V CONCLUSIONS

The information and opinions obtained in producing this paper provide an overall view of the bargaining process and equal opportunities in Portugal and the results (or otherwise) obtained from the process.

The situation in Portugal is rather complex, so that caution must be exercised in trying to attribute a crucial influence to any particular factor.

Despite the difficulties hindering any consistent explanation of the Portuguese situation, the following aspects highlighted in the research are significant:

1. Equal Opportunities questions do not form part of the range of important key issues for trade unions or employers' associations when submitting proposals.
2. Women do not participate actively in trade union life and are consequently not present during the bargaining process.
3. The current economic situation, marked by competitiveness and the consequent insecurity of employment, means that the social partners place equal opportunities in the group of secondary issues that can easily be set aside. No case of serious conflict was identified in the bargaining process relating to Equal Opportunities or strictly relating to women's work, even in sectors with high levels of feminisation.
4. The Portuguese corporate structure is similarly not conducive to improving the situation. The vast majority of Portuguese firms are small companies, thus compounding the workers' weaker bargaining capacity with the poorer training and awareness of employers with respect to the situation of women.
5. An important factor in many cases is also women's lower qualifications compared to men, added to which is the burden of family responsibilities which are not shared, and their consequent lack of availability for trade union activities and professional development.
6. In the case of the CTT AE analysed in this report there are some favourable factors that differentiate the situation of women in this company from others.

Firstly, despite its differences compared to the other IRCTs in terms of equal opportunities, it can be concluded that the existing AE is not the real driving force for improving the situation, since it merely accompanies the development that has taken place in the company and has not given rise to conflict in its negotiation (because issues of equality are not essential to the negotiation).

It does, however, have the merit of having enshrined and consolidated all the favourable aspects from the point of view of Equal Opportunities.

Progress could be made in some respects (the percentage of women in the semi-skilled sectors is high, there are no positive actions under way), but it is recognised that the sense of inertia in collective bargaining at national level is not conducive to initiatives that could be considered exceptional in this context.

7. In summary, the following factors have most influence on the situation of collective bargaining in terms of equal opportunities:

- Legislation: considered very good, which partly explains the inertia in collective bargaining, but most often it is not respected by companies because of the poor functioning of the legal system and the difficult economic situation;
- Weak activity and participation of women in trade unions and bargaining processes;
- Employers with poor training in managing human resources in a context of improving and developing professional abilities;
- Devaluation by the trade union negotiators themselves of issues relating to equal opportunities.
- Favourable factors in the case of the CTT: employer's point of view typical of a large company, management of human resources ensured with greater professionalism and consideration, positive precedents with respect to the employment of women.

The measures or actions to be developed for Equal Opportunities to become an integral part of collective bargaining in Portugal will have to be as extensive as the negative factors that constrain it.

The identification of positive factors to be developed in practice therefore causes some difficulty, particularly when the information obtained in producing this study did not identify the existence of sufficiently good examples to follow.

Just two measures that could positively influence the future development of the bargaining process with respect to "equal opportunities" are highlighted:

- Intensification of actions for mobilising women by the trade unions so as to improve substantially their participation in trade union life, on the one hand;
- And on the other, the inclusion of Equal Opportunities issues in the range of subjects to be discussed as part of the Social Convention by the social partners and the Government.

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## **LIST OF ACRONYMS**

A.E. - Company Agreement

I.R.C.T.(s) - Instrument(s) of Collective Labour Regulation

I.L.O. - International Labour Organisation

SINDETELCO - Sindicato Democrático dos Trabalhadores das Telecomunicações e Correios

SNTICT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações

## LIST OF ANNEXES

### ANNEX I

- AE between CTT - Correios de Portugal, SA and SNTCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações and others

### ANNEX II

- Report of Activities of the C.I.T.E. - Comissão para a Igualdade no Trabalho e no Emprego 93/94  
"Análise dos Instrumentos de Regulamentação Colectiva".