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# **Equal Opportunities and Collective Bargaining in the European Union**

Selected Agreements from Portugal  
(Phase II)

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WP/97/22/EN



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

**EQUAL OPPORTUNITIES AND COLLECTIVE  
BARGAINING IN THE EUROPEAN UNION  
Selected Agreements from Portugal  
(Phase II)**

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# COLLECTIVE BARGAINING AND EQUAL OPPORTUNITIES IN PORTUGAL

(Phase 2)

## SUMMARY

### **Context**

In recent years collective bargaining has been restricted to revising wage scales and clauses concerning money. Economic crisis, unemployment and insecure employment, industrial reorganisation and the closure of many companies have not helped to create a climate conducive to collective bargaining.

This has put trade unions on the defensive, trying not to "lose rights" in relation to employers who seek to make collective agreements "flexible" in the exclusive interests of the companies. This confrontation has hindered collective bargaining, particularly with respect to existing agreements not related to money.

Against this background of bargaining inertia the issue of equal opportunities has not been given much prominence. Even when trade union associations take the initiative to submit proposals introducing provisions promoting equal opportunities, employers are usually unreceptive or sometimes even refuse to negotiate. In these circumstances such proposals are therefore the first to be jettisoned at the negotiating table.

Furthermore, the social partners' lack of awareness of equality issues and the weak participation of women on negotiating committees, particularly for the trade unions, does not help promote this issue.

### **Methodology**

Information on the texts of IRCTs and statistics from the "Quadros de pessoal" [Staff Tables] was collected. The volume of IRCTs (5,879 published in the Boletim do Trabalho e Emprego [Work and Employment Bulletin] since 1980), taken with the fact that they are not systematically organised, making them difficult to consult according to subjects, and the lack of a consolidated version of the text of the IRCTs in force, meant that the effort required and the number of consultations was out of all proportion to the final number of IRCTs we intended to select. Companies were also investigated to find out whether there were any

internal regulations or other internal rules that might provide another perspective on collective bargaining at company level, but this proved unsuccessful.

There are virtually no studies or bibliography on collective bargaining and equal opportunities.

### **IRCTs selected**

Since in Portugal there are no IRCTs that can be considered exemplary or which explicitly aim to counter discriminatory practices, the IRCTs were selected solely because they contained a particular clause directly or indirectly relating to equal opportunities which could be considered positive in the national context.

The following selection criteria were therefore adopted: various types of IRCTs, sectoral diversification and, within these criteria, IRCTs with more relevant clauses.

21 IRCTs were accordingly chosen from a vast number of pre-selected IRCTs.

### **Features of the IRCTs relating to equal opportunities**

The IRCTs were described according to the following aspects:

- Reconciliation of work and family life
- Access to employment, promotion and training
- Working time
- Equal pay
- Organisational culture

**Reconciliation of work and family life** was by far the most prevalent theme in the clauses selected because labour regulation adheres to the culture of a traditional society in which the family plays a central role. The provisions as a whole in this field simultaneously offer a positive view in that they help to reconcile the employee's work and family life, and sometimes a narrow and even discriminatory view when, focusing only on women, the responsibilities of men are overlooked.

Most IRCTs embody protection of maternity and paternity, closely following national legislation in this area, which in the European context is very positive. Absence from work to care for the family is dealt with by numerous clauses which lay down very variable but

relatively limited rights. Apart from unpaid leave to provide child care, the IRCTs do not provide for other forms of career break that entitle male/female employees to take up their jobs again after the break.

In general the IRCTs do not specify policy objectives for equal opportunities **in access to employment, promotion and vocational training**, such as increased numbers of women, changes in the structure of employment according to levels or increased numbers of women in occupations where they are under-represented. Some, however, enshrine the principle of equal treatment without specifying how it is to be achieved.

Only one company agreement refers to the use of selection tests and specifically states that "[the company] will develop a positive action policy with the trade unions to improve the situation of women and to diversify their occupational duties".

References made in the IRCTs to selection and the filling of vacancies generally reflect a concern to protect the family rather than the applicant.

Very few IRCTs enshrine the principle of balanced participation of both sexes in training initiatives promoted by companies.

Flexibility in the organisation of **working time** with a view to reconciling work and family responsibilities is rare in Portugal, such flexibility generally being taken as the employees' availability to satisfy the needs and interests of the companies.

Given that part-time work is not very common in Portugal it is not regulated to any great extent. The IRCTs are generally restricted to stating that the rights of part-time employees are proportional to their working time.

In these circumstances the IRCTs do not provide incentives to make working time flexible, and do not promote or limit access to work.

The principle of **equal pay**, when explicit, does not usually involve the notion of "work of the same value".

Most IRCTs no longer use designations of occupations or occupational categories in the masculine and feminine. This positive development, however, does not prevent the occupational categories mostly filled by women from being awarded lower pay than those mostly filled by men.

Bonuses are a form of payment which has greatly penalised women. Length of service and continuous service bonuses penalise time off work because of family responsibilities, as does the attendance bonus.

In their provisions as a whole most IRCTs in Portugal appear to be oblivious to the fact that they are a tool for innovation in forms of **organisation of work and in the culture of companies** in general, and in the culture of equality in particular.

An interesting and innovative example in terms of understanding trade union activity and equal opportunities within companies is provided by the banking sector agreement, when it extends to the secretariat of the GRAM (Grupo de Acção de Mulheres do Sindicato [Women's Trade Union Action Group]) the protection given to trade union representatives (for example, counting time spent on GRAM activity for the purposes of the length of service bonus), and when it recognises its right to pursue its activity in companies.

The IRCTs do not define "sexual harassment" or include measures to combat it.

## INDEX

1. Collective bargaining and equal opportunities in Portugal: scope and limits
2. Research methodology
3. IRCTs selected
4. Features of the IRCTs relating to equal opportunities
  - 4.1. Reconciliation of work and family life
  - 4.2. Access to employment, promotion and training
  - 4.3. Working time
  - 4.4. Equal pay
  - 4.5. Organisational culture
5. Analytical files for IRCTs
  - List of acronyms
  - Annexes

# COLLECTIVE BARGAINING AND EQUAL OPPORTUNITIES IN PORTUGAL

## (Phase 2)

### 1. Collective bargaining and equal opportunities in Portugal: scope and limits

In recent years collective bargaining has been restricted to revising wage scales and clauses concerning money. The most recent significant revisions of existing agreements took place in 1981.

According to the trade union organisations this is because employers' proposals tend to threaten acquired rights, which puts the trade unions on the defensive, trying not "to lose rights". Employers meanwhile believe that the collective agreements are outdated and too rigid, so that at the negotiating table they seek to make their provisions more "flexible". This confrontation has hindered collective bargaining, particularly with respect to existing agreements not related to money. As regards wage scales and clauses related to money, the changes have mostly been limited to updating the amounts.

Meanwhile economic crisis and persistent high unemployment, industrial reorganisations and the closure of many companies have not helped to create a climate conducive to collective bargaining.

Recent months have seen a revival in collective bargaining, however. This may be because of legislative changes concerning the duration of work and protection of maternity and paternity, with a direct impact on collective regulation.

Against this background of bargaining inertia the issue of equal opportunities has not been given much prominence. Even when trade union associations take the initiative to submit proposals introducing provisions promoting equal opportunities, employers are usually unreceptive or sometimes even refuse to negotiate. In these circumstances such proposals are therefore the first to be jettisoned at the negotiating table.

Furthermore, the social partners' lack of awareness of equality issues and the weak participation of women on negotiating committees, particularly for the trade unions, do not help to promote this issue.

Equality and collective bargaining therefore cannot be said to have progressed in the recent past. Nonetheless, it is important to promote and highlight the most positive aspects in the IRCTs in favour of equality, so that more can be learned in this area. Drawing attention to the discrimination that persists in collective contracting, comparing national practice and experience with what occurs abroad and exploring new lines and arguments for negotiation can all enhance the capacity for change in collective bargaining and the attitude of the principal parties involved.

## 2. Research methodology

A set of procedures was used in drawing up this report so as to identify the mechanisms and practice in economic and occupational sectors and those companies that can be considered to show "good practice" in terms of equal opportunities and treatment between men and women at work and in employment.

Firstly, information on the texts of IRCTs and statistics from the "Quadros de pessoal" [Staff Tables] was collected. The volume of IRCTs (5,879 published in the Boletim do Trabalho e Emprego [Work and Employment Bulletin] since 1980), taken with the fact that they are not systematically organised, making them difficult to consult according to subjects, and the lack of a consolidated version of the text of the IRCTs in force, meant that the effort required and the number of consultations was out of all proportion to the final number of IRCTs we intended to select.

Generally three, four or more IRCTs published on different dates in different Boletins do Trabalho e Emprego must be compiled in order to be able to get an overall version of regulation in a particular universe.

The collection, analysis and processing of information therefore embraced a much wider domain than the cases selected.

There are virtually no studies or bibliography on collective bargaining and equal opportunities. The only studies that could be used for reference were one written by a trade union confederation and one produced by a university research centre for the European Commission<sup>1</sup>.

In parallel to this we held interviews with managers and representatives of the trade union and employers' associations so as to gain a better understanding of the national context of collective bargaining and to obtain information on the degree of awareness and knowledge of the social partners on the subject of equality.

We also approached companies to try to identify internal regulations or other internal rules that could add another dimension to collective bargaining at company level. The results were not positive: it was either not possible to obtain the data required or they did not identify any practices worth recording in this Report.

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<sup>1</sup> CGTP - "A contratação colectiva e a igualdade entre mulheres e homens" [Collective bargaining and equality between men and women], 1989.  
CISEP - "Determinação salarial e segregação sexual no emprego" [Wage determination and sexual segregation in employment], 1993.

### 3. IRCTs selected

21 IRCTs were selected - the Co-ordinating Study Group required 20 - from a significant number of pre-selected IRCTs.

Since it was not possible to identify IRCTs which as a whole were "exemplary" and which were self-declared "equal opportunity agreements", we opted to research clauses that were directly or indirectly related to equal opportunities.

This was because in Portugal there are no IRCTs that can be considered exemplary or which explicitly aim to counter discriminatory practices. The IRCTs were therefore selected solely because they contained a particular clause which could be considered positive in the national context.

This position had in fact been adopted in the Phase 1 report, which stated that the IRCTs should be selected "on the basis of other criteria, such as the significance of the sector in terms of the presence of women, allied to the occasional interest of a particular clause relating to equal opportunities".

Having initially accepted the significance of the presence of women in the sector as a selection criterion, during the research we found that this could not be fully sustained because the feminised sectors did not always coincide with IRCTs that were advanced in terms of equal opportunities.

The following selection criteria were therefore adopted: various types of IRCTs, sectoral diversification and, within these criteria, those with more relevant clauses in the national context.

Thus three types of IRCT were selected: company agreements (9), multi-employer agreements (1) and association contracts (11).

The following were selected in terms of sectors: 11 IRCTs from the industrial sector and 10 from the services sector, i.e.:

- file 1    AE LACTICOOP                    dairy products sector
- file 2    AE Tabaqueira                        tobacco sector
- file 3    AE Covina                                glass industry
- file 4    AE Gás de Portugal                    gas production and distribution sector

- file 5 AE Quali restaurant/catering sector
- file 6 AE TAP, Air Portugal air transport sector
- file 7 AE CTT communications sector
- file 8 AE RTP leisure and cultural activities sector
- file 9 AE RTP - Agreement idem
- file 10 ACT Banking banking sector
- file 11 CCT Food Products food sector
- file 12 CCT Water drinks sector
- file 13 CCT Clothing clothing sector
- file 14 CCT tanning tanning sector
- file 15 CCT tanning tanning sector
- file 16 CCT paper and board paper sector
- file 17 CCT Metallurgy metallurgy and mechanical engineering sector
- file 18 CCT Metallurgy metallurgy and mechanical engineering sector
- file 19 CCT Lisbon Trade retail trade sector
- file 20 CCT Insurance insurance sector
- file 21 CCT Private hospitals health sector

The IRCTs selected correspond to the regulations in force in the respective sector to the extent that they are either single instruments applicable to all employees (company agreements), or their content is identical to other IRCTs in force for the same sector, only the signatories differing, or they were covered by an extension directive which considered them to apply to employees and/or employers' organisations that were not affiliated to the signatory associations.

The following table (table I) shows the number of employees covered by the IRCTs selected, and their situation, when such information was available.

#### **4. Features of the IRCTs relating to equal opportunities**

The IRCTs were described as stated above:

- Reconciliation of work and family life
- Access to employment, promotion and training
- Working time
- Equal pay
- Organisational culture

##### **4.1. Reconciliation of work and family life**

Analysis of the IRCTs showed this to be by far the most prevalent theme in the clauses selected.

To understand the significance of the regulation of these issues in the IRCTs it should be borne in mind that it is the result of the development of provisions relating to:

- absence from work (time off);
- women's rights;
- protection of the family.

This development occurred from existing agreements offering great protection to women's work (prior to April 1974), based on a conservative view of society and the role of the woman in the family. It was promoted in particular by innovative legislation on equal opportunities and treatment at work and in employment (Decree Law no 392/79), by the ratification of highly egalitarian constitutional provisions on employment and the family (1975), and by the ratification of legislation protecting maternity and paternity in the context of men and women sharing family responsibilities (Law no 4/84 of 5 April).

In trying to maintain the rights of male and female employees the existing agreements in the IRCTs were thus developing in the sense of adapting to the legislation. This explains the sometimes not very coherent adaptation of the language, the maintenance of some clauses that could be considered discriminatory, and conservative definitions side by side with progressive ones.

The fact that regulation adhered to a culture of society in which the family still plays a central role meant that the provisions in this area as a whole simultaneously offer a positive view, in that they help to reconcile the employee's work and family life, and sometimes a narrow and even discriminatory view when, focusing only on women, the responsibilities of men are overlooked.

- ***Maternity/paternity***

The IRCTs provide for maternity leave, the most recent establishing it at 98 days on childbirth, in accordance with legislation published in 1995 (Law no 17/95 of 9 June, which revises Law no 4/84 on the protection of maternity and paternity). No IRCT provides for longer maternity leave than that laid down in the law.

Maternity leave counts for all purposes as working time and is paid for by the social security. Two IRCTs analysed, however, provide for the company to top up this allowance to guarantee women employees pay equal to or greater than the pay they would receive if they were at work (AE TAP and Gas).

In principle maternity leave is taken by the woman, but it can in certain circumstances be taken by the father, for example in the event of the death or disability of the mother or even through a joint decision of the parents (AE CTT and CCT Foodstuffs).

Women employees retain the right to the job and category and other rights and guarantees as if there had been no interruption.

The IRCTs also provide for other rights for women during pregnancy and following childbirth, including the following in particular:

- the right to refuse to work nights during pregnancy and up to six, eight or 12 months following childbirth (AE RTP, CTT, Gas, Banking, TAP);
- exemption from overtime during pregnancy and up to 10 months following childbirth (ACT Banking, AE CTT);
- exemption from overtime for women with children under 10 months of age (AE RTP and Lacticoop), which is discriminatory;
- time off to attend antenatal medical appointments without loss of pay, rights or benefits (virtually all IRCTs);

- during pregnancy, exemption from carrying out clinically inadvisable tasks without loss of pay (virtually all IRCTs);
- ban on unfair dismissal if applied during pregnancy or up to one year following childbirth (AE RTP);
- right to be absent - two hours, 1/2 day up to three days per month - up to 10 or 12 months following childbirth, with pay (AE CTT, CCT Insurance and Drinks, RTP for the father only);
- during the period of breast-feeding, one or two hours per day off without loss of pay or rights (AE Lacticoop, CCT Lisbon Trade);
- 30 days' leave in the event of abortion (CCT Foodstuffs, Drinks, AE Tabaqueira and Covina);
- up to 60 days' leave in the event of adopting children under three years of age (CCT Drinks).

- ***Reconciliation of work and family responsibilities***

The following are important clauses promoting the reconciliation of work and family life:

- the right to take time off to provide unavoidable care for members of the family unit, with or without pay, with a limited number of days when pay is guaranteed (virtually all IRCTs);
- exemption from overtime for serious personal or family reasons (AE Gas and ACT Banking);
- the right to work part-time to care for disabled children or children under 12 years of age (ACT Banking);
- exemption from night work to care for the family (ACT Banking and CTT Private Hospitals).

Apart from unpaid leave for child care, the IRCTs do not provide for other forms of career break entitling male/female employees to take up their jobs again after the break.

- ***Protection of the family***

Protection of the family is embodied in the following clauses:

- annual leave at the same time for members of the same family unit, whether working in the same company or not (ACT Banking, Gas, Insurance, Private Hospitals, Clothing, Tabaqueira, TAP, CTT, etc.);
- the same weekly days off for family members (AE TAP and CTT);
- justified time off without loss of pay for reasons such as marriage, childbirth, death in the family (virtually all IRCTs);
- the right to the family allowance (Gas, Banking, TAP);
- employees' travel obligatorily bearing the family in mind (ACT Banking, CTT).

In various IRCTs the concept of family tends to extend to relations and to recognition of *de facto* marriage. Meanwhile the recognition of rights relating to the family includes a notion that goes beyond parents and children to cover aunts, uncles and nieces and nephews, for example.

- ***Care of dependant children and adults***

Some IRCTs require companies to provide nurseries or to pay allowances to meet their cost (AE Tabaqueira, CTT, Banking, TAP, RTP, CTT Drinks and AE Covina). The RTP AE also provides for a kindergarten.

Provisions in the IRCTs relating to the following should also be noted:

- up to two days off per month without loss of pay at the request of the father or mother to care for disabled children (CTT Private Hospitals);
- allowance for disabled children (AE Covina) or for special schooling for children (AE TAP and AE RTP), or days off on Saturdays and Sundays to care for disabled children (AE TAP).

Provisions concerning caring for dependent adults are limited to the right to time off to provide unavoidable care (almost all IRCTs).

## 4.2. Access to employment, promotion and training

The IRCTs do not usually specify general or specific policy objectives on equal opportunities in access to employment, promotion and vocational training, such as increasing the number of women, altering the structure of employment by levels, increasing the number of women in occupations where they are under-represented, etc..

Only one AE (CTT), which is by far the most innovative, lays down the objective of "greater balance between the sexes", proposing to develop equal opportunity policies in hiring, career paths, promotion and vocational training. The CTT for the Tanning sector embodies the principle of equal treatment while the one for the paper industry embodies the principle of equal access to employment, career paths and the provision of work in "equal circumstances", a rather restrictive definition. The Tabaqueira AE also establishes the principle of equal treatment in hiring and promotion, "provided they satisfy the requirements of the job", which raises doubts on the scope of this provision.

- *Selection, recruitment, promotion*

The IRCTs do not specify rules on access to employment with a view to equal opportunities, such as the publication of advertisements covering both sexes or the encouragement of female applicants.

In practice job advertisements published in the press do not contain specific discrimination - the vast majority refer to occupations in the masculine and feminine, or even refer to the practice of an equal opportunities policy. This is due to awareness-raising campaigns run by the CITE, including a pamphlet containing a set of recommendations on the correct way to publicise job offers, sent to companies, the mass media and companies placing advertisements ("Job advertisements and other forms of advertising", CITE, Ministry of Employment, 1992).

Neither do the IRCTs specify criteria on preferential recruitment or promotion of women nor lay down guidelines on what actually constitutes equal, comparable or similar "skills" or "work experience". What is more, there is no specific reference to or exclusion of potentially discriminatory selection procedures (informal recommendations, questions on civil status or family responsibilities, geographical

mobility requirements etc.), which is still common practice in companies and a source of great discrimination against women and young people in access to employment.

This regulation is therefore limited either to asserting principles or to reproducing legal provisions or even to adopting definitions which fall below the demands of the legislation.

In describing the functions corresponding to the different occupational categories, no IRCTs emphasise experience gained within the family or promote "female" attributes such as manual dexterity.

Only one AE (CTT) refers to the use of selection tests and specifically asserts that "[the company] will develop a positive action policy with the trade unions to improve the situation of women and to diversify their occupational duties". This AE also specifically prohibits discrimination on grounds of gender.

Nor were any references found to women participating in selection and promotion decisions, or to the subsequent control of decisions, such as making files available to applicants.

References made in the IRCTs to the selection and filling of posts generally reflect a concern to protect the family rather than the applicant. This includes references to the right to preference in hiring for the offspring of employees (ACT Banking) or for heads of households (CC Metallurgy), including widows and single mothers (AE Tabaqueira), or consideration of families remaining together in filling vacancies (AE CTT).

- ***Training***

Few IRCTs embody the principle of balanced participation of the two sexes in training initiatives promoted by companies, the Banking sector ACT and the CTT AE being exceptions, while a similarly limited number affirm the principle of equal opportunities in access to training (the exceptions being the Metallurgy and Tanning CTTs).

In general the IRCTs do not define objectives or specify training policy measures, such as making it easier for women to enter occupations where they are under-represented, promoting the development of their career or permitting their return to work after a prolonged break. The CTT AE is an exception in that it guarantees training to "change attitudes with a view to the appropriate development of the company".

They do not even define specific or priority target groups or provide for specific actions for women (career development, equal opportunities etc.), or define criteria for access to training or specific conditions of participation (pay, accrued hours, etc.).

### 4.3. Working time

Flexibility in the organisation of working time with a view to reconciling work and family responsibilities is rare in Portugal. Such flexibility is generally viewed in terms of the availability of employees to satisfy company interests and needs.

Because of the limited extent of part-time work in Portugal - the percentage varies between 0% in Lacticoop and 19.3% in Tabaqueira for women, with much lower figures for men (Table I) - it is not subject to much regulation. The IRCTs are generally limited to stating that the rights of part-time employees are proportional to their working time.

In this context there are no innovative provisions in the IRCTs in this area, the following situations prevailing:

- preferential access to part-time work for employees with family responsibilities (AE CTT);
- the right to work part-time for women because of family concerns (AE Lacticoop, CCT Drinks); this is a discriminatory right insofar as it is only available to women;
- the right to work part-time or on a flexitime basis for women "for the whole period imposed by their family responsibilities" (CCT Insurance and Drinks). Since it is limited to women this clause is discriminatory;
- part-time work at the request of the employee limited to the need to care for the family in general, children under 12 years of age or disabled children (ACT Banking);
- exemption from night work and overtime for caring for the family (ACT Banking).

Apart from these, there are no references to other opportunities to gain access to work on a part-time basis. Since this system of work is not encouraged, there is no reference to the circumstances for transferring to the full-time system.

Two CCTs, Paper and Trade, entitle the parents of young children to work on a reduced or flexible timetable.

Other situations of flexible working time such as working by the day are not covered by the IRCTs, since many represent insecure and even unauthorised work.

In these circumstances the IRCTs do not provide incentives to make working time flexible or promote or limit access to any categories.

#### 4.4. Equal pay

There is a notable failure in this area to assert correctly the principle of equal pay, involving the notion of "work of the same value".

Only three IRCTs analysed include this principle (AE Covina, CCT Metallurgy and Paper), and even then in a particularly restrictive way, demanding identical duties and/or skills.

- *The system for classifying occupational categories*

Because of the awareness-raising campaign run by the CITE and publication by the IEFP of the "Índice de profissões no Masculino e no Feminino" [Index of Occupations in the Masculine and Feminine], most IRCTs no longer use designations of occupations or occupational categories in the masculine and feminine form.

This can be seen as a merely formal development, however, since the occupations mostly pursued by women continue to be undervalued in terms of pay compared to those mostly pursued by males at the same level of skills.

Most IRCTs adopt a simple system of classification involving the designation and description of the duties of occupational categories while never specifying the methods and criteria underlying the classification adopted, nor making specific reference to equal opportunities. The continuation of a system of classifying duties whose neutrality in relation to the methods used for valuing those duties is questionable (for example, not valuing skills considered to be "natural" for women, or awarding lower value to attributes accepted as female, such as manual dexterity, attention to detail, physical co-ordination, tolerance of monotonous tasks, ability to relate to others, etc.), underlies the lower valuation of duties mostly performed by women. This is one of the most notable and persistent characteristics of the situation of labour in Portugal.

The IRCTs also do not specify the distribution of men and women in the various levels and categories, and do not consider or analyse structural inequalities or discriminatory practices such as occupational categories in which one sex predominates, resulting in unequal wages, wage differentials between full and part-time work, wages for hourly-paid work, inequality in access to overtime or shift work, etc.

- ***Men/women wage differentials***

Despite the fact that national legislation concerning equality at work and in employment does not stipulate the principle of equal pay for work of the same value, in many IRCTs the occupational categories mostly filled by women are awarded lower pay than those mostly filled by men, though the above-mentioned neutral designations adopted have tended to conceal what was explicit discrimination until then.

On the whole, for non-agricultural activity the percentage earnings of women in relation to men was 71.4% in 1993. This differential has remained unchanged over recent years, and amounted to 78.6% after eliminating the "skills" effect (Table II).

The lowest percentage earnings for women compared to men occur in the IRCTs for Paper (71%), Drinks (71.8%), Clothing (72.2%) and Lisbon Retail Trade (72.4%), while the highest are in the company agreements of TAP (94.6%), Covina (95.3%) and CTT (104.8%) (Table II).

- ***Fringe benefits and supplementary pay***

A statistical analysis of the average earnings and pay of men and women in the IRCTs analysed also suggests that if differences in pay between men and women are already significant, they increase substantially when earnings are considered.

This is due to the greater access of men to forms of work giving rise to supplementary pay, such as shift work, overtime, travel, emergencies, etc.. Women are not denied access to such payments, but they work in occupational categories not connected to this type of work.

In terms of access to overtime, part-time work and night work, the provisions of the IRCTs analysed tend to establish that women are not obliged to undertake such work, particularly during pregnancy and following childbirth, but they may do so if they wish.

Meanwhile the payment of bonuses has greatly penalised women. The length of service and continuous service bonuses do not usually count time off because of family responsibilities, the same being true of the attendance bonus, which is also affected by time off for caring for the family, antenatal appointments and even medical appointments connected to childbirth.

- ***Transparency of the principle of equal opportunities***

As a rule the IRCTs specify the form of calculating supplementary remuneration such as for overtime, night work, working on weekly days off, length of service, etc.. The criteria for awarding such supplementary payments do appear to be transparent in this area.

In terms of company practice, however, a range of bonuses established on the initiative of the employer organisations are not transparent, the criteria for awarding them even being confidential in some instances. As stated above, these bonuses are very significant.

#### 4.5. Organisational culture

In their provisions as a whole most IRCTs in Portugal appear to be oblivious to the fact that they are a tool for innovation in ways of organising work and in the culture of companies in general, and the culture of equality in particular.

The existence in some IRCTs of a traditional approach to women's work should also be noted, when for example they grant specific rights to women because their work is considered to require special protection (AE Lacticoop).

An interesting and innovative example in terms of understanding trade union activity and equal opportunities within companies is provided by the ACT for the Banking sector when it extends to the secretariat of the GRAM (Grupo de Acção de Mulheres do Sindicato [Women's Trade Union Action Group]) the protection granted to trade union representatives (for example, counting time spent on GRAM activity for the purposes of the length of service bonus), and when it recognises the right of the GRAM to pursue its activity in companies.

The IRCTs do not define "sexual harassment" nor establish measures to combat it. They do not identify work situations in which harassment may occur, they do not provide for disciplinary action against perpetrators or the opportunity to file complaints, and they do not even refer to the possibility of publicising and monitoring the results of any measures designed to eliminate it.

References were found in two IRCTs relating to the working environment which might involve the implicit idea that employer organisations have a duty to guarantee employees an atmosphere free of harassment (e.g., CCT Private Hospitals - "to provide employees with a secure sociological climate", and CCT Drinks - "to ensure that there is a good moral atmosphere").

No IRCTs specify the possibility of job sharing, and there is therefore no definition of who can share and in what circumstances, particularly in relation to pay.

## 5. Analytical files of IRCTs

*FILE No 1*

*AE between LACTICOOP - União de Cooperativas de Produtores de Leite de Entre Douro e Mondego, U.C.R.L., and SINDCES - Sindicato do Comércio, Escritórios e Serviços and others*

### Identification of the AE

1. **Date of the AE:** 25 May 1994  
  
**Date of entry into force:** 12 July 1994 (clause 2)  
  
**Duration:** two years for the existing agreement  
wage scale up to the end of February 1995 (clause 2)
2. **Signatories of the AE:**  
  
**Employer organisations:** LACTICOOP - União de Cooperativas de Produtores de Leite de Entre Douro e Mondego, U.C.R.L.  
  
**Trade union organisations:** 5 trade union associations mentioned in the appended text
3. **Scope of the AE:**
  - **geographical:** national territory
  - **company:** LACTICOOP
  - **sectoral:** LACTICOOP
  - **occupational:** occupational categories represented by the signatory trade unions
4. **Sector of activity:**
  - food and drinks sector - milk production sub-sector
  - **% of women in the sector:** information not available for the subsector

- **% of employees covered**<sup>2</sup>: covers all employees in the co-operative  
M: 644      W: 317      Total: 961 (W = 33%)

5. The AE replaces the regulation previously in force in the company for the same employees.

### *Provisions of the AE relating to equal opportunities*

- **Duration of work**

**Clause 18** - overtime

Pregnant women or women with children under 10 months of age are not obliged to work overtime.

**Clause 40** - scheduling annual leave

Married couples who work for the company and people who have lived as a married couple for over two years must be able to take annual leave at the same time, unless this is detrimental to the company.

Employees are entitled to accrue annual leave over two years when they intend to spend holidays with family members who have emigrated.

**Clause 43** - justified time off

Time off with pay is considered justified in the following cases:

- marriage;
- when the wife or partner gives birth;
- the death of family members or the common law wife/husband
- for the need to provide unavoidable care for members of the family unit.

Justified time off does not give rise to loss of pay, except when granted because of the death of uncles/aunts-in-law.

- **Protection of maternity**

**Clause 83** - special rights for female work

Women employees are granted the following rights under this clause:

- protection from carrying out tasks harmful to pregnancy;
- maternity leave;

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<sup>2</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

- during the period of breast-feeding, one hour off per day until the child reaches 12 months of age;
- waiving of the period of notice in the case of termination of the contract by the employee during pregnancy or during the period of breast-feeding;
- up to two days off per month "for clinically justified reasons specific to the female condition", without pay;
- part-time work justified by family concerns;
- time off to attend antenatal medical appointments without loss of pay.

### • Protection of the family

#### **Clause 33** - travel and transfers - general principle

If the employee is transferred in the interests of the company the latter will meet the cost of transport for the employee, their partner and children or any other member of the household who lives according to the system of community of property.

### Special features

One of the notable characteristics of this regulation is the existence of a clause entitled "special rights for female work". This approach follows the more traditional line of collective regulation - prior to 1974 - in which women are granted special rights because their work is considered to require special protection.

Inclusion of the pregnant woman's right to refuse to work overtime is important in that it protects her health. Its extension to women with very young children (up to 10 months of age) is important from the point of view of protection of maternity and the child. The fact that this right does not extend to the father is questionable, however. Other than cases where the mother is breast-feeding, this right should perhaps extend to the father.

A positive aspect of the regulation regarding annual leave and time off is recognition of the situation "analogous" to marriage (*de facto* marriage), and the extension to such situations of the rights granted to married couples.

Recognition for women alone of the right to work on a half-time basis because of family responsibilities is clearly discriminatory and should also extend to men in the same situation.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 25 of 8 July 1994

**2. Legal effect**

The AE binds LACTICOOP and the employees represented by the unions that signed the agreement.

**3. Articulation with other IRCTs**

This AE revokes the previous AE.

*AE between Tabaqueira, EP and the unions representing its employees***Identification of the AE**

1. **Date of the AE:** 3 June 1979  
  
**Date of entry into force:** 13 November 1979 (clause 2)  
  
**Duration:** 18 months for the existing agreements  
12 months for the wage scales and clauses concerning money (clause 2)
  
2. **Signatories of the AE:**  
  
**Employer organisations:** Tabaqueira - Empresa Industrial de Tabacos, E.P.  
  
**Trade union organisations:** Trade union associations mentioned in the appended text
  
3. **Scope of the AE:**
  - **geographical:** national territory
  - **company:** Tabaqueira - Empresa Industrial de Tabacos, E.P.
  - **sectoral:** Tabaqueira - Empresa Industrial de Tabacos, E.P.
  - **occupational:** occupational categories represented in the company
  
4. **Sector of activity:**
  - tobacco industry
  
  - **% of women in the sector**<sup>3</sup>: women represent 43% of employment in the sector (total 1,114)

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<sup>3</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>4</sup>:
 

Men -	540
Women -	380
Total:	920

Women represent 41%. This company employs 83% of the labour force in the sector.

5. The AE replaces the regulation previously in force in the company for the same employees.

**Provisions of the AE relating to equal opportunities**

• **Access to employment and promotion**

**Clause 115** - general principles for filling vacancies and recruitment

This clause establishes the principle of equal treatment for both sexes, provided they satisfy the requirements of the job.

**Clause 125** - general principles of recruitment

In equal circumstances preference in recruitment will apply to "heads of households, including widows and single mothers". Of these, preference will be given to applicants with larger family units.

• **Duration of work**

**Clause 25** - night work for women

According to this clause night work is very rare.

**Clause 75** - scheduling of annual leave

Employees in the same family unit who work for the company are entitled to take annual leave at the same time. If only one partner works for the company the latter will endeavour to allow the couple to take holidays at the same time.

**Clause 77** - time limit for taking annual leave - accrual of annual leave

Employees are entitled to accrue annual leave over two years when they intend to spend it with family members who have emigrated.

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<sup>4</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

**Clause 87** - justified time off

Time off for the following reasons is considered justified:

- marriage;
- childbirth;
- the death of family members or the employee's common law wife/husband;

• **Protection of maternity**

**Clause 55** - special rights of women employees with respect to maternity

Women employees are granted the following rights under this clause:

- protection from carrying out tasks which are harmful during pregnancy and for up to three months following childbirth;
- maternity leave (90 days);
- leave in the case of abortion or still-birth (minimum 30 days);
- two hours per day off for child care until the child reaches 12 months of age;
- up to one month's unpaid leave after maternity leave;
- part-time work for a period of not less than one month or greater than three months;
- time off to attend antenatal medical appointments without loss of pay;

• **Reconciliation of work and family responsibilities.**

**Clause 159** - children's activities - general principles

The company undertakes to provide crèches, nursery schools and play activities for employees' children at the workplace, or an equivalent allowance if there are no spaces available.

**Clause 160** - education allowances

The company awards allowances to offset shortages in the infrastructures referred to in the previous clause.

**Clause 161** - allowance to attend special schools

The company awards an allowance for employees' children who need to attend special schools.

## • Protection of the family

### **Clause 49** - compassionate leave and family illness

The company pays transport costs for the employee for long-distance travel because of serious illness or the death of certain relations.

### **Clause 110** - collective redundancy

In the case of job losses because of collective redundancy, among others, employees with more family responsibilities take preference in keeping their jobs.

### **Clause 129** - special recruitment

One child or the partner of a deceased employee will have a guaranteed job in the company if they were economically dependent on the deceased.

### **Clause 169** - childbirth allowance

The company awards a childbirth allowance for each child.

## **Special features**

The most notable aspect of this AE is recognition of the principle of equal treatment in recruitment and promotions, though the way it is achieved calls into question the reasons for the mechanism.

Preferential recruitment of "heads of households", including single parent families, is also notable, despite the fact that the expression "heads of households" is no longer correct, in the context of current national legislation which has not abolished this term because of equal treatment of partners in the family.

Another significant aspect concerns the company's obligation to maintain social infrastructures for the children of women employees. Reference to women employees is discriminatory but reflects the situation arising from the fact that their access to employment, rather than men's, is limited by the lack of such infrastructure.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 41 of 8 November 1979

**2. Legal effect**

The AE binds Tabaqueira and the employees represented by the signatory unions.

**3. Articulation with other IRCTs**

This AE revokes the previous AE.

*FILE No 3*

<p><i>AE between COVINA - Companhia Vidreira Nacional, SA and the Federação dos Sindicatos das Indústrias da Ceramica, Cimento e Vidro de Portugal and others</i></p>
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### Identification of the AE

**1. Date of the AE:** 18 March 1996

**Date of entry into force:** 11 June 1996 (clause 2)

**Duration:** 12 months (clause 2)

**2. Signatories of the AE:**

**Employer organisations:** COVINA - Companhia Vidreira Nacional, SA

**Trade union organisations:** Federação dos Sindicatos das Indústrias da Ceramica, Cimento e Vidro de Portugal  
Federação dos Sindicatos dos Transportes Rodoviários e Urbanos

**3. Scope of the AE:**

- **geographical:** national territory
- **company:** COVINA - Companhia Vidreira Nacional, SA
- **sectoral:** COVINA - Companhia Vidreira Nacional, SA
- **occupational:** occupational categories represented by the signatory trade union associations

**4. Sector of activity:**

- glass industry

- **% of women in the sector:** information not available

- **% of employees covered<sup>5</sup>:** Men - 485

Women - 76

Total: 561

Women represent 13.5%.

- 5.** The AE replaces the regulations previously in force in the company for the same employees.

**Provisions of the AE relating to equal opportunities**

**• Equal pay**

**Clause 68** - female work

The company will guarantee appropriate working conditions for women.

"Women are entitled to receive the same pay as men, provided they perform the same duties".

**• Duration of work**

**Clause 14** - overtime

Pregnant women or women with children under 10 years of age are not required to work overtime.

**Clause 38** - scheduling of annual leave

In principle employees in the same family unit will if possible be enabled to take annual leave at the same time.

**Clause 87** - justified time off

Time off for the following reasons is considered justified:

- marriage (11 days);

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<sup>5</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

- childbirth (three days);
- the death of the partner or relations;

Time off for these reasons does not involve loss of pay.

## • **Protection of maternity**

### **Clause 68** - female work

Women employees are granted the following rights under this clause:

- protection from carrying out tasks which are harmful during pregnancy and up to four months following childbirth;
- maternity leave (98 days);
- leave in the case of abortion or still-birth (maximum 30 days);
- two hours off per day for child care for 12 months;
- up to two days off per month, certified by a company doctor, for women employees who suffer from "disturbances with pathological characteristics" at the time of menstruation.

## • **Reconciliation of work and family responsibilities**

### **Clause 81** - nursery schools

Employees' children aged between three months and six years may attend the company nursery.

### **Clause 84** - social benefits

The company awards an allowance to employees with disabled children and a childbirth allowance.

## **Special features**

The most notable aspect of this AE is recognition of the principle of equal pay, although it is expressed in very restricted terms: "provided they perform the same duties"...

Another significant aspect is the existence of a nursery for employees' children, the use of which is not restricted to the children of women employees. Employees are also entitled to a childbirth allowance and an allowance for disabled children, with the clear intention of supporting the family (childbirth allowance) and reconciling work and family responsibilities (allowance for disabled children).

### National context

**1. Support**

Boletim do Trabalho e Emprego no 21 of 8 June 1996

**2. Legal effect**

The AE binds COVINA and the employees represented by the signatory unions.

**3. Articulation with other IRCTs**

This AE revokes the previous AE.

*AE between GDP - Gás de Portugal, SA and FETESE - Federação dos Sindicatos dos Trabalhadores do Escritório e Serviços and others*

Identification of the AE

1. **Date of the AE:** 4 August 1995  
**Date of entry into force:** 27 August 1995 (5 days after publication in Boletim do Trabalho e Emprego no 31 of 22/08/95) - (clause 1)  
**Duration:** 12 months (clause 2)
2. **Signatories of the AE:**  
**Employer:** GDP - Gás de Portugal, SA  
**Trade union organisations:** 23 associations referred to in the appended text representing the company's employees
3. **Scope of the AE:**
  - **geographical:** national
  - **company:** public company
  - **sectoral:** production and distribution of gas.
  - **occupational:** all occupational categories represented in the company
4. **Sector of activity:**
  - production and distribution of gas
  - **% of women in the sector<sup>6</sup>:** 16,543 employees in the "electricity, gas and steam" sector, **14.4%** of whom are women

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<sup>6</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>7</sup>: the company employed 712 employees in 1992 - no information on gender is available

5. The CCT alters the previous CCT in force.

### *Provisions of the CCT relating to equal opportunities*

#### • **Reconciliation of work and family responsibilities**

##### **Clause 35** - overtime

"5 - The employee shall be excused from working overtime when a specific request is made on the grounds of serious personal or family reasons."

##### **Clause 43** - employees' rights in the case of transfer

"1 - When a transfer leads to a change in the employee's residence, the employee is entitled to payment of at least ... travel expenses for himself and his family unit..."

##### **Clause 52** - location of annual leave for travelling employees

"1 - If the employee's annual leave falls while travelling for the purposes of work the employee is entitled to opt between ... payment of return journeys for his wife to spend holidays with him in the place to which he has travelled..."

##### **Clause 68** - annual leave

"8 - In scheduling annual leave members of the same family unit who work for the company will always be entitled to take such leave at the same time, whenever possible".

##### **Clause 81** - justified time off

"1 - Time off for the following reasons is considered justified:

- a) Marriage of the employee, for 11 consecutive days, excluding intervening rest days;
- b) Death of the spouse with no separation of persons and assets, parents, children, parents-in-law, sons-in-law, step daughters-in-law, stepmothers, stepsons, for five consecutive days, including travel;

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<sup>7</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

c) Death of grandparents, great-grandparents and following degrees, grandchildren, great-grandchildren and following degrees, and relations of the same degrees and brothers or brothers-in-law, or of a person who lives with the employee, for two consecutive days, including travel...

f) Inability to work due to reasons beyond the employee's control, particularly... providing unavoidable care for a member of the family unit for a period which is proven to be essential;...

2 - The following time off is considered justified pursuant to paragraph g) of no 1:

a) Childbirth, one day;..."

## • Protection of maternity

### **Clause 104** - special rights of women employees

"2 - During pregnancy and up to three months following childbirth or after an abortion the woman employee shall be excused from carrying out clinically inadvisable tasks, without loss of pay.

3 - On childbirth women employees are entitled to 90 days' leave, which can begin one month prior to childbirth. In the case of an abortion this leave will be 30 days.

4 - When women employees so wish they may take the annual leave to which they are entitled immediately before or after the leave referred to in the previous number.

5 - During the leave referred to in no 3 women employees retain the right to receive pay as if they were at work, the social security allowance to which they are entitled reverting to the company up to the value equal to that paid by the company.

6 - In the event of the CRSS [social security] allowance exceeding the amount paid by the company the difference will be paid to the woman employee.

7 - Women employees may interrupt their daily work to provide child care for a total of two hours divided into a maximum of two periods during the first six months after concluding leave for childbirth, and for the period of one hour in the three months immediately afterwards. If the woman employee so wishes, she may use this period at the beginning or before the end of the normal period of work, without loss of pay or reduction in annual leave.

8 - Pregnant employees are entitled to attend antenatal medical appointments during working hours without loss of pay, subject to the provision of a document attesting to this situation.

9 - Women employees are entitled to refuse to work between 8 p.m. and 8 a.m. hours during pregnancy and up to six months following childbirth".

**Clause 105** - dismissal of pregnant women following childbirth

"Without prejudice to being able to opt for the reinstatement provided for in clause 90, women employees who are unfairly dismissed during pregnancy or up to one year following childbirth, if the company was aware of the latter circumstances, are entitled to receive compensation equal to twice that provided for in clause 92, or corresponding to the value of the payment to which they would have been entitled if they had continued working up to the end of the year, whichever is the higher".

• **Protection of the family**

**Clause 110** - family allowance

"The company shall pay a family allowance for descendants in the same conditions and for the same value as that awarded by the CRSS."

*Special features*

This company agreement covers a large national public company in which wage levels are high and trade union representation is very strong.

The presence of women in the administrative sector and men in the production and distribution sector is significant. The fact that it is a predominantly male sector means, for example, that the clause relating to employees who have moved (clause 52) covers the situation of payment for the travel of the "wife" to take holidays with the employee. This clause can be considered to be discriminatory in the context of the principle of equal opportunities. According to the legislation in force this clause must be interpreted in the sense of referring both to the "wife" and the "husband".

There are no rules specifically covering equal opportunities.

The provisions selected relate to the organisation of working time (overtime, annual leave and time off), and protection of maternity and the family. From this point of view the following are notable:

- a notion of the family that goes beyond the persons who cohabit with the employee, whether male or female, and covers both blood and family links;
- recognition of "*de facto* marriage" as a source of rights;

- guaranteed pay in the case of leave for childbirth, which may be equal to or greater than the actual payment of the woman employee on the date of the leave (if the allowance payable by the social security is greater than that of the woman employee's pay);
- the right to refuse to work nights during pregnancy and up to six months following childbirth;
- the right to a family allowance (equal to that paid by the social security) to be paid by the company.

### **National context**

#### **1. Support**

Boletim do Trabalho e Emprego no 31 of 22 August 1995

#### **2. Legal effect**

The AE binds the company and the employees represented by the signatory unions, as well as employees who are not members. Employees who are members of associations which are not signatories of the AE are excluded.

#### **3. Articulation with other IRCTs**

None.

*AE between QUALI - Gestão e Assistência Técnica a Restaurantes, Lda. and FESHOT - Federação dos Sindicatos da Hotelaria e Turismo de Portugal (railway establishment on the Lisbon-Oporto CP line and other connected ones at Santa Apolónia and Camphanã stations)*

Identification of the AE

1. **Date of the AE:** 20 November 1995  
**Date of entry into force:** 8 January 1996 (clause 3)  
**Duration:** 24 months for the general existing agreements  
12 months for the wage scales and clauses relating to money (clause 3)
2. **Signatories of the AE:**  
**Employer organisations:** QUALI - Gestão e Assistência Técnica a Restaurantes, Lda.  
**Trade union organisations:** the 7 trade union associations referred to in the appended text
3. **Scope of the AE:**
  - **geographical:** national territory (clause 2)
  - **company:** QUALI - Gestão e Assistência Técnica a Restaurantes, Lda.
  - **sectoral:** restaurant trade
  - **occupational:** the occupational categories represented by the signatory trade unions
4. **Sector of activity:**
  - restaurant trade

- **% of women in the sector:** figures not available

- **% of employees covered:** figures not available

5. The AE replaces the clauses of the regulation in force which have been revised, the rest remaining in force.

### *Provisions of the CCT relating to equal opportunities*

#### **• Duration of work**

##### **Clause 7 - weekly rest**

This clause establishes the rules of weekly rest for company employees.

### *Special features*

The most interesting feature of this AE is the fact that employees are referred to simultaneously in the masculine and the feminine, therefore highlighting the "gender" dimension in the collective labour regulation.

### *National context*

#### **1. Support**

Boletim do Trabalho e Emprego no 1 of 8 January 1996

#### **2. Legal effect**

The AE binds QUALI - Gestão e Assistência Técnica a Restaurantes, Lda. and the employees represented by the signatory unions.

#### **3. Articulation with other IRCTs**

The entry into force of this AE revokes the previous AE, though only in relation to the clauses revised.

***CCT between TAP - Air Portugal, SA and the STVAC - Sindicato dos Técnicos de Voo da Aviação Civil***

**Identification of the AE**

- 1. Date of the AE:** 4 August 1995  
  
**Date of entry into force:** 27 August 1995 (5 days after publication in Boletim do Trabalho e Emprego no 31 of 22/08/95) - (clause 2)  
  
**Duration:** 12 months (clause 2)
  
- 2. Signatories of the AE:**  
  
**Employer:** TAP - Air Portugal, S.A.  
  
**Trade union organisations:** STVAC - Sindicato dos Técnicos de Voo da Aviação Civil
  
- 3. Scope of the AE:**
  - geographical: national
  - company: TAP - Air Portugal, S.A.
  - sectoral: national air line
  - occupational: flight staff (captains, co-pilots, flight staff, cabin staff supervisors, chief stewards, purser/flight attendants)
  
- 4. Sector of activity:**
  - air transport
  
  - **% of women in the sector**<sup>8</sup>: 11,302 employees in the air transport sector, 30% of whom are women

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<sup>8</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>9</sup>: covers most company employees and represents 10.5% of the employees in the air transport sector  
M: 507      W: 675      Total: 1,182

5. The CCT replaces the CCT previously in force.

**Provisions of the CCT relating to equal opportunities**

• **Reconciliation of work and family responsibilities**

**Clause 18** - family unit

"F/S [flight staff] whose family are company crew members shall be granted the right to work and to take the weekly rest at the same time and on the same days whenever this is not clearly detrimental to the service provided or to third parties."

**Clause 31** - Scheduling work on public holidays

"1 - The following valuation is established in order to obtain a fair rotation in scheduling services at Christmas, New Year and Easter:...

2 - The procedure for scheduling the services referred to in the previous number shall be governed by the following rules:

e) F/S in the same family unit shall be allocated similar services, on request, in which case they will be awarded the lowest points...."

**Clause 35** - weekly time off

"8 - F/S with children who require special schooling may have days off on Saturdays and Sundays if they so wish, if they can prove that child care cannot be provided by family members or appropriate establishments. Applications shall be submitted on a six-monthly basis."

**Clause 44** - criteria and procedure for scheduling annual leave

"4 - Without prejudice to paragraph b) of number 9 of this clause, crew members belonging to the same family unit shall be allowed to take annual leave at the same time in the terms of the same clause..."

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<sup>9</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

9 - Based on the position regarding annual leave, in the scoring for each month and in monthly holiday entitlement the annual leave schedule will be drawn up according to the following principles:

...

b) Crew members making up the family unit shall be awarded the relative position corresponding to the spouse with the highest points."

**Clause 53** - various allowances

"1 - Allowances awarded by the company to F/S for meals and contributions to their cost or their full payment shall not be considered as pay...

2 - Sums given as allowances for the following shall also not be considered as pay:

...

c) Contributing to nursery expenses".

• **Protection of the family**

**Clause 61** - allowance for special schooling

"1 - The company shall grant F/S with children who are proven to require special schooling a supplement to the allowance awarded by the social security for each such child..."

**Special features**

This company agreement covers a large national public company in which wage levels are high and trade union representation is very strong.

There are no rules specifically covering equal opportunities.

The provisions selected relate to the organisation of working time (overtime, annual leave and time off), and protection of maternity and the family. The following are important in this respect:

- a notion of the family that goes beyond the persons who cohabit with the employee, whether male or female, and covers both blood and family links;
- recognition of "*de facto* marriage" as a source of rights;

- guaranteed pay in the case of leave for childbirth, which may be equal to or greater than the actual payment of the woman employee on the date of the leave (if the allowance payable by the social security is greater than that of the woman employee's pay);
- the right to refuse to work nights during pregnancy and up to six months following childbirth;
- the right to a family allowance (equal to that paid by the social security) to be paid by the company.

### National context

#### **1. Support**

Boletim do Trabalho e Emprego no 31 of 22 August 1995

#### **2. Legal effect**

The AE binds the company and the flight staff represented by the STVAC - Sindicato dos Técnicos de Voo da Aviação Civil.

#### **3. Articulation with other IRCTs**

Replaces the previous one in force.

***AE between CTT - Correios de Portugal, S.A. and the SNTCT - Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações and others***

**Identification of the AE**

1. **Date of the AE:** 17 May 1996  
  
**Date of entry into force:** 13 June August 1996 (5 days after publication in Boletim do Trabalho e Emprego no 21 of 08/06/1996) - (clause 2)  
  
**Duration:** Provisions concerning wages - 12 months:  
rest of existing agreement - 24 months (clause 2)
2. **Signatories of the AE:**  
  
**Employer:** CTT - Correios de Portugal, S.A.  
  
**Trade union organisations:** 13 trade union associations referred to in the text of the appended AE
3. **Scope of the AE:**
  - **geographical:** national
  - **company:** CTT - Correios de Portugal, S.A.
  - **sectoral:** post office
  - **occupational:** all occupational categories in the company
4. **Sector of activity:**
  - posts and telecommunications
  
  - **% of women in the sector**<sup>10</sup>: 36,202 employees in the sector, 35% of whom are women

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<sup>10</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>11</sup>: all the employees of the company  
M: 10,608 W: 4,812 Total: 15,420

5. The AE replaces the AE previously in force.

**Provisions of the CCT relating to equal opportunities**

• **Principle of equal opportunities**

**Clause 17** - equal opportunities

"1 - With a view to achieving a better balance between the sexes the company shall develop policies promoting equal opportunities in recruitment, career paths, promotion and vocational training.

2 - In co-operation with the trade unions in the sector the company will develop positive action policies with a view to improving the situation of women employees and extending the range of their occupational duties.

3 - The company will provide the trade unions in the sector with statistics according to gender relating to the structure of employment, the wage structure and access to vocational training courses."

**Clause 26** - length of service

"1 - Length of service in the category - ...

2 - Length of service in the occupational group...

3 - Length of service in the company - the time of service... after discounting unjustified time off, time off for disciplinary reasons and time off because of unlimited leave..."

**Clause 79** - objectives

"The company is committed to increasing the training of its employees so as to reach European averages for the sector, for which purpose it shall:

...

d) Guarantee supervisory staff and employees in general the training and awareness procedures necessary for changing attitudes with a view to the appropriate development of the company;

e) Ensure a balanced participation of the sexes."

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<sup>11</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

**Clause 122** - overtime

"...

10 - Employees may be excused from the obligation to work overtime when they specifically justify this, the following being considered priority reasons:

...

b) During pregnancy and up to 12 months following childbirth;

**Clause 126** - women's work

"1 - Discrimination on the grounds of sex is not permitted in the labour regulations regulated by this agreement..."

**• Reconciliation of work and family responsibilities**

**Clause 32** - transfer by agreement

"1 - When there is more than one applicant for the same post the selection shall be made according to the following rules:

...

b) To join the family unit;

...

e) To settle in the place of origin either of him/herself or the spouse or where s/he has family;..."

**Clause 35** - transfers for the needs of the service

"...

6 - When more than one employee must be transferred in the needs of the service the selection shall be made according to the following rules:

...

c) Not to be separated from the family unit;..."

**Clause 93** - permanent change in the workplace

"...

2 - When the permanent change in the workplace gives rise to a change in location and domicile, the company undertakes to meet the following charges and duties:

a) Transport of the employee and their family unit, which means the family members, relations and the equivalent who live with the employee;

...

c) Appropriate accommodation at the company's expense for the employee and their family from the date of arrival until the fifteenth day, inclusive, unless the employee finds accommodation in the meantime;..."

**Clause 116** - part-time work

"1 - Without prejudice to third parties or regular service, the company shall allow employees who so request to work on a part-time basis with the corresponding pay, particularly for those in the following circumstances:

- a) Employees with children of less than 12 years of age;
- b) Employees who are responsible for disabled family members;

...

2 - Employees who request this shall be allowed to work part-time with the corresponding pay, provided they are responsible for family members whose degree of disability obliges them to provide care which they prove cannot be provided by anyone else..."

**Clause 118** - general rules

"...

4 - Employees covered by this agreement belonging to the same family unit shall be granted the same hours of work and weekly rest period whenever this is not detrimental to third parties or to the service..."

**Clause 154** - weekly rest

"...

6 - Employees in the same family unit shall be enabled to take the weekly rest days on the same days whenever possible."

**Clause 166** - scheduling annual leave

"...

5 - Company employees who form part of the same family unit shall be allowed to take holidays at the same time..."

**Clause 172** - justified time off with pay

"Time off with pay for the following reasons shall be considered justified:

- a) The death of relations...
- b) Marriage, 12 working days;

...

f) For the need to provide unavoidable care for members of the family unit in the terms of clause 174;

...

h) Childbirth, two days, to be used within the period of 30 days;"

**Clause 173** - compassionate leave

**Clause 174** - unavoidable care for members of the family unit

1 - The following definitions apply for the purposes of paragraph f), clause 172:

a) Family unit - group of people who live with the employee or who are his/her responsibility;

b) Unavoidable care - very urgent care which cannot be provided by anyone other than the employee, on a different day or outside the employee's hours of work.

2 - The same event cannot exceed a maximum of two days' unavoidable care. The company, however, shall also grant up to three more days' unpaid leave at the employee's request."

• **Protection of maternity**

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

"1 - Sickness arising while the employee is travelling with the right to travel allowances obliges the employee to return at the expense of the company, unless a medical report dictates otherwise.

2 - When the return is not convenient or possible, the employee shall retain the right to the travel allowance, unless hospitalised.

3 - The provisions in the previous numbers apply to the situation of maternity which occurs during travel for the purposes of work, and to cases of being prevented from providing work due to an accident..."

**Clause 126** - women's work

"...

2 - In addition to the rights conferred to all company employees in this agreement, the following special rights are guaranteed for women:

a) During pregnancy and up to six months following childbirth, without loss of pay, not carrying out tasks which are clinically inadvisable because of their condition; they shall be temporarily transferred at their request or on doctor's advice to duties which are not detrimental to their condition;

- b) On childbirth, leave for a period of 98 days, 60 of which shall be taken after childbirth, without prejudice to interruption in the event of hospitalisation of the child or mother, if applicable;
  - c) Exemption of the woman employee for two hours per day in one or more periods at her choice for the purpose of breast-feeding for the period of eight months following childbirth;
  - d) When requested, exemption from work of up to three days per month without loss of rights other than pay, for a period of 12 months following childbirth;
  - e) Exemption for the time necessary for IOS appointments for maternity and infancy, when the appointments coincide with the normal period of work and are shown to be unavoidable or difficult to arrange at a different time;
  - f) Exemption at the employee's request from working before 8 a.m. and after 8 p.m. up to 12 months following childbirth and during the last two months of certified pregnancy;
  - g) In the event of a clinical risk which requires hospitalisation the period of leave prior to childbirth may be increased by another 30 days, without prejudice to the right to 60 days' leave following childbirth.
- 3 - In the event of an abortion or still-birth the amount of time off shall be 30 days after the date on which the event occurs.
- 4 - The right to be absent during the period of maternity ceases in the event of the death of a live birth, the rest period of 30 days following childbirth notwithstanding.
- 5 - If the death of a live birth occurs more than 30 days following childbirth the period of absence for maternity shall cease and the system of compassionate leave shall come into effect.
- 6 - During the period of certified breast-feeding and up to one year following childbirth women employees are entitled not to perform tasks that expose them to the absorption of harmful substances that may contaminate breast milk."

## • Protection of the family

### Clause 62 - pre-selection for recruitment

"1 - For occupational groups for whom the minimum qualifications demanded are the EMO, candidates shall be pre-selected by means of analysing documents, the ordering criteria for calling for tests being as follows:

...

- c) Widow or orphan of a CTT employee and the offspring of a company employee who has retired because of disability, and who is in any event unemployed;

...

f) Unemployed offspring of a company employee;

...

2 - For occupational groups whose minimum qualifications must be greater than the 9th year of schooling or equivalent and lower than degree level, candidates shall be pre-selected by means of analysing documents, the ordering criteria for calling for tests being as follows:

...

c) Widow or orphan of a CTT employee and the offspring of a company employee who has retired because of disability, and who is in any event unemployed;

...

f) Unemployed offspring of a company employee;..."

### *Special features*

This AE specifically addresses the principle of equal opportunities and the need to develop positive actions to promote equal opportunities in the company, which is very innovative in the Portuguese context. Meanwhile it prohibits discrimination on the grounds of sex in labour relations.

This statement of principle is even more interesting in that it refers specifically to recruitment, the career path, promotion and vocational training in a far more comprehensive way than in any other IRCT. Meanwhile it defines specific objectives for the positive action policies to be developed, such as improving the situation of women employees and diversifying their duties within the company.

There is also a very interesting reference to the objectives of training, stating that it must among other things contribute towards changing attitudes, which might also relate to equal opportunities. It should be noted that the AE specifically states that training must ensure a balanced participation between the sexes.

This AE is without doubt the most innovative at the moment and the one that most clearly, correctly and extensively embodies the principle of equal opportunities. It should be given special consideration since it is an exception in the collective bargaining situation in Portugal.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 31 of 22 August 1995

**2. Legal effect**

The AE binds the company and its employees.

**3. Articulation with other IRCTs**

The entry into force of this AE revokes all the internal regulations of any company which adopts it, notwithstanding the principle of respect for acquired rights and benefits.

*AE between RTP - Radiotevisão Portuguesa, E.P. and FCTA - Federação Nacional dos Sindicatos das Comunicações, Telecomunicações e Audiovisual and others*

Identification of the AE

1. **Date of the AE:** 26 March 1991  
  
**Date of entry into force:** 29 May 1992 (clause 2)  
  
**Duration:** two years for the existing agreement; 12 months for the wage scale (clause 2)  
The agreement remains in force until it is replaced
  
2. **Signatories of the AE:**  
  
**Employer organisations:** RTP - Radiotevisão Portuguesa, E.P.  
  
**Trade union organisations:** 87 trade union associations (see annex)
  
3. **Scope of the AE:**
  - **geographical:** national territory
  - **company:** RTP
  - **sectoral:** RTP
  - **occupational:** all occupational categories in RTP
  
4. **Sector of activity:**
  - radio and television broadcasting - this AE relates to the largest (public) television company
  
  - **% of women in the sector:** no information available on the sector



**Clause 103** - employees with special family responsibilities

This clause guarantees employees who are responsible for physically or mentally disabled relations exemption from work involving nights spent away from the normal place of work.

### **Clause 103** - nurseries and kindergartens

In Lisbon there will obligatorily be a nursery and kindergarten, while in other locations employees will receive an allowance equal to the monthly payment charged for using the nursery or kindergarten in Lisbon.

Employees with physically or mentally disabled children who have to attend special schools are awarded an appropriate allowance.

## **• Protection of maternity and paternity**

### **Clause 100** - effects of unfair dismissal

In the event of unfair dismissal while the employee is pregnant or up to one year following childbirth, the compensation owed will not be less than twice the pay the employee would have received for one year following childbirth.

### **Clause 102** - protection in pregnancy and maternity

Women employees are granted the following rights under this clause:

- 90 days' maternity leave;
- leave in the case of a still-birth or abortion or the death of a live birth (up to 30 days);
- exemption from work without loss of pay to attend antenatal or other medical appointments and to have medical examinations or treatment;
- exemption of two different periods per day of a maximum of one hour each for breast-feeding;
- exemption of two different periods of 1/2 hour each per day to accompany the child for 10 months;
- exemption from night work from the third month of pregnancy up to eight months following childbirth;
- exemption from long-distance travel in the final three months of pregnancy and up to eight months following childbirth.

### **Special features**

The possibility to accrue annual leave over two years if the employee intends to spend such leave with family members who have emigrated illustrates the past and present significance of this situation in the sector.

The specific provision that the need to provide unavoidable care for members of the family unit can be prolonged for over one month clearly contradicts case law in this area and benefits employees who face this type of problem. Although suspension of the contract of employment determines suspension of pay, this clause guarantees that the employee will keep the job, a very positive feature, particularly since such situations are very often traumatic.

Protecting women employees against unfair dismissal during pregnancy and up to one year following childbirth is an important aspect of protection of maternity.

The daily exemption (two periods of 1/2 hour) for child care for 10 months is a right which should extend to the father. Its attribution exclusively to the mother is discriminatory.

The right of exemption from work when the latter involves spending a night away from the normal workplace in the case of disabled dependants and the company's obligation to provide a nursery and kindergarten, significant rights in terms of reconciling work and family life, should be noted.

### **National context**

#### **1. Support**

Boletim do Trabalho e Emprego no 20 of 29 May 1992

#### **2. Legal effect**

The AE binds RTP and the employees represented by the signatory trade unions.

#### **3. Articulation with other IRCTs**

The entry into force of this AE revokes all previous collective regulation.

*AE between RTP - Radiotevisão Portuguesa E.P. and FCTA - Federação Nacional dos  
Sindicatos da Comunicações, Telecomunicações e Audiovisual and others  
Formal Agreement*

Identification of the AE

1. **Date of the AE:** 29 May 1995  
**Date of entry into force:** 9 December 1995  
**Duration:** same as AE
2. **Signatories of the AE:**  
**Employer organisations:** RTP - Radiotevisão Portuguesa, E.P.  
**Trade union organisations:** Trade union associations referred to in the appended text
3. **Scope of the AE:**
  - **geographical:** national territory
  - **company:** RTP
  - **sectoral:** RTP
  - **occupational:** the occupational categories represented in RTP
4. **Sector of activity:**
  - radio and television activity
  - **% of women in the sector:** no information available on the sector
  - **% of employees covered**<sup>13</sup>: M: 1,235 W: 670  
Total: 1,905 W = 30.5%  
covers all company employees

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<sup>13</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

5. The AE (File No 8) and this Protocol represent the regulation in force in the company.

### *Provisions of the Agreement relating to equal opportunities*

#### **• Duration of work**

##### **Clause 51 - overtime**

Pregnant women or women with children under 10 months of age are not obliged to work overtime.

### *Special features*

Inclusion of this right is important in that it safeguards the health of pregnant women.

Its extension to women with very young children (up to 10 months of age) is important from the point of view of protection of maternity and the child. The fact that this right does not extend to the father is questionable, however. Except for cases where the mother is breast-feeding, this right could extend to the father.

### *National context*

#### **1. Support**

Boletim do Trabalho e Emprego no 45 of 9 December 1995

#### **2. Legal effect**

The AE and this Protocol binds RTP and the employees represented by the signatory trade unions.

#### **3. Articulation with other IRCTs**

The entry into force of this Agreement revokes the corresponding provisions of the AE in force.

*ACT for the banking sector*

1. **Date of the AE:** 26 July 1990  
**Date of entry into force:** 22 August 1990 (clause 3)  
**Duration:** 24 months for the existing agreement; 12 months for the wage scale  
The agreement remains in force until it is replaced
2. **Signatories of the AE:**  
**Employer organisations:** banking institutions  
**Trade union organisations:** trade unions representing employees in the sector
3. **Scope of the AE:**
  - **geographical:** national territory (clause 1)
  - **company:** companies in the sector (clause 2)
  - **sectoral:** banking institutions (clause 2)
  - **occupational:** the occupational categories represented in the sector (clause 2)
4. **Sector of activity:**
  - banks and other banking institutions
  - **% of women in the sector**<sup>14</sup>: 30.4%
  - **% of employees covered**<sup>15</sup>: all the employees in the sector  
M: 43,551 W: 19,016 Total: 62,567

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<sup>14</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

<sup>15</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

5. The CCT replaces the CCT previously in force (clause 165).

**Provisions of the ACT relating to equal opportunities**

**• Duration of work**

**Clause 46** - general system of providing work

The rule is that employees provide work on a full-time basis.

It is possible to work on a part-time basis at the request of the employee, however, in cases where the latter has to care for children, step children or adopted children, provided they are less than 12 years of age or are disabled.

**Clause 55** - night work

Among others, the following are acceptable reasons for exemption from night work:

- the need to provide unavoidable care for the family unit;
- pregnancy.

**Clause 56** - overtime

This clause allows employees to refuse to work overtime when they have to provide unavoidable care for the family unit.

Pregnant women or women with children under 10 years of age are also not obliged to work overtime.

**Clause 59** - general system of shift work

The need to provide unavoidable care for the family unit and pregnancy are acceptable reasons for exclusion from night shifts.

**• Reconciliation of work and family responsibilities**

**Clause 40** - special system of transfers for new employees

In the event of transferring the employee in the interests of the institution, the latter will bear the costs arising from the change of residence of the employee and the person with whom they cohabit or who they are responsible for.

**Clause 41** - priority in filling vacancies and new jobs

The following factors will be considered in filling vacancies and new jobs:

- health reasons concerning the employee or members of the employee's family unit who may benefit from a transfer.
- residence of the employee's family unit in the place to which a transfer is requested;
- the spouse working in the place to which the transfer is requested or close by, and the need for family assistance;
- residence of the employee in the place to which the transfer is requested and the need to continue studies;
- residence of the first degree ascendants of the employee in the place to which the transfer is requested;

**Clause 79** - annual leave for the family unit

Employees in the same family unit who work for the same institution are entitled to take annual leave at the same time.

This right must be guaranteed as far as possible if the employees work in different institutions.

**Clause 80** - interruption of annual leave

Annual leave may be interrupted for the following reasons, among others:

- childbirth
- mourning the death of parents, children, adopted parents and children, partner not separated by persons and assets and brothers or sisters.

**Clause 172** - justified time off with pay

Time off with pay is justified in the following circumstances:

- marriage;
- childbirth;
- the death of family members or persons who live with the employee;
- the need to provide unavoidable care for members of the family unit.

The employee's privacy must be respected at all times if the employer organisation takes steps to confirm the justification submitted for the time off.

**Clause 91** - unpaid leave

According to this clause employees who are responsible for one or more children, step-children or adopted children who are less than six years of age or who are disabled are entitled to a maximum of three years' unpaid leave.

## • Protection of maternity and paternity

### **Clause 145** - special system of maternity and paternity

Women are granted the following rights under this special system:

- 90 days' leave for childbirth;
- two periods of 1/2 hour each or one period of one hour for breast-feeding in the eight months following the return to work after childbirth;
- the right not to carry out clinically inadvisable tasks during pregnancy.

## • Protection of the family

### **Clause 11** - minimum recruitment age

This clause establishes a minimum age of 16 years for taking on the offspring of deceased bank employees or employees who are unable to work, this age being lower than that established for other employees.

### **Clause 12** - freedom of hiring and conditions of preference

This clause grants the right to preference in recruitment to:

- minors, children of deceased bank employees or employees who are unable to work, if the family is in a difficult economic situation;
- surviving spouses of bank employees in difficult economic circumstances.

### **Clause 148** - child allowance

According to this clause employees will be paid a monthly allowance for each child (equal to 2.6% of level 6) from the month following the month in which the child reaches three years of age, and up to six years of age.

### **Clause 149** - study allowance

Employees will be paid quarterly allowances for each child entitled to the family allowance who attends official or officially recognised schooling.

### **Clause 142** - death

In the event of the death of the employee the institutions grant a death allowance and survival pension.

The survival pension is granted to the surviving spouse and children, including the unborn and adopted, until the latter become 18, 21 or 24 years of age, with no age limit for the disabled.

## • Training

### **Clause 132** - general principle

This clause embodies the principle that institutions must ensure a balance between the sexes in training initiatives.

## • Other provisions relevant to promoting equal opportunities

### **Clause 27** - exercise of trade union activity

The right of members of the secretariat of the GRAM (trade union group responsible for matters relating to EO and women) to pursue their activity in companies and the time necessary for this are recognised;

### **Clause 59** - general system of shift work

The right of members of the secretariat of the GRAM to be excluded from shift work is recognised.

### **Clause 150** - length of service bonus

Time spent working for the secretariat of the GRAM is considered for the purposes of counting the years of "good and effective service" which determines the award of the length of service bonus.

## Special features

The following are the most notable aspects of this ACT:

- the right to preference in admission to employment granted to direct family members of employees with a view to protecting the family, particularly those in the most difficult circumstances;
- priorities granted in cases of transferring the employee, with a view to favouring family re-grouping and balance;
- facilities granted to employees with family responsibilities with respect to part-time work, exemption from night work, overtime and shift work, and taking annual leave at the same time as members of the same family unit;
- recognition of the right to take time off because of family events, though the interesting aspect here is the limitation imposed on the employer organisation to respect the privacy of employees in taking measures to verify the grounds claimed for the time off;

- rights relating to protection of maternity and paternity, although in line with the most common rules in this area;
- unpaid leave for child and equivalent care;
- allowances that directly benefit the family (child and study allowance), and survival pension;
- reference to the principle of equal treatment in training;
- recognition of the GRAM with the consequent award of rights to its members.

There is little doubt that the two final aspects - reference to the principle of equal treatment in training and recognition of the GRAM (trade union group concerned with questions relating to EO and women), with the consequent award of rights to its members - are among the most innovative in relation to most IRCTs analysed.

### National context

#### **1. Support**

Boletim do Trabalho e Emprego no 31 of 22 August 1990

#### **2. Legal effect**

The ACT binds the signatory banking institutions and the employees represented by the signatory trade unions.

#### **3. Articulation with other IRCTs**

The entry into force of this ACT prevails over any other IRCTs.

*CCT between ANCIPA - Associação Nacional de Comerciantes Industriais de Produtos Alimentares (crisps, aperitifs and related division) and the FSIABT - Federação dos Sindicatos dos Trabalhadores das Indústrias de Alimentação, Bebidas e Tabacos*

1. **Date of the CCT:** 13 March 1996  
**Date of entry into force:** 3 April 1996  
**Duration:** same as the other existing agreements
2. **Signatories of the CCT:**  
**Employer organisations:** ANCIPA - Associação Nacional de Comerciantes Industriais de Produtos Alimentares  
**Trade union organisations:** 25 trade union associations referred to in the text
3. **Scope of the AE:**
  - **geographical:** national
  - **company:** companies affiliated to the signatory employer association
  - **sectoral:** foodstuffs
  - **occupational:** employees affiliated to the signatory trade union associations, irrespective of occupational categories
4. **Sector of activity:**
  - foodstuffs - crisps sub-sector
  - **% of women in the sector**<sup>16</sup>: women represent 39% of the employees in the foodstuffs sector (all sub-sectors - 105,000)

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<sup>16</sup> Source: INE, Inquérito ao Emprego, 1995



### National context

**1. Support**

Boletim do Trabalho e Emprego no 12 of 29 March 1996

**2. Legal effect**

The CCT binds the companies represented by the signatory employer association and the employees affiliated to the signatory trade union associations, irrespective of occupational categories.

**3. Articulation with other IRCTs**

The entry into force of this CCT revokes the previous one only with respect to wage scales and particular clauses.

*CCT between the Associação Nacional dos Industriais de Águas Minero-Medicinais e de Mesa and others and the Sindicato dos Trabalhadores e Comércio de Bebidas da Região Norte e Centro and others*

1. **Date of the CCT:** 20 February 1995  
  
**Date of entry into force:** 20 March 1995 (clause 2)  
The wage scales and meal allowance came into force on 1 January 1995  
The shift work bonus came into effect on 1 February 1995  
  
**Duration:** until replaced by new regulation
2. **Signatories of the CCT:**  
  
**Employer organisations:** ANIAMM - Associação Nacional dos Industriais de Águas Minero-Medicinais e de Mesa  
ANIRSF - Associação Nacional dos Industriais de Refrigerantes e Sumos de Frutos  
  
**Trade union organisations:** 10 trade union associations referred to in the appended text
3. **Scope of the CCT:**
  - **geographical:** national territory
  - **company:** companies affiliated to the signatory employer association
  - **sectoral:** natural mineral and spring water, soft drinks and fruit juices, production of concentrates and extracts for soft drinks and fruit juices
  - **occupational:** employees affiliated to the signatory trade union associations, irrespective of occupational categories

#### 4. Sector of activity:

- drinks sector - soft drinks and fruit juices
- **% of women in the sector**<sup>18</sup>: in the drinks sector women represent 31.2% of a total of 10,656 employees
- **% of employees covered**<sup>19</sup>:

Men -	2,889
Women -	1,278
Total -	4,167
Women represent	30.7%

5. The CCT replaces the regulation previously in force in the company for the same employees.

#### Provisions of the CCT relating to equal opportunities

##### • Working environment

###### **Clause 12** - duties of the employer organisation

This clause establishes that the employer organisation must take measures to ensure that there is a good moral environment.

##### • Duration of work

###### **Clause 28** - Annual leave

Employees in the same family unit who work in the same company are entitled to take annual leave at the same time, provided they live together.

##### • Protection of maternity

###### **Clause 57** - women's work

Women employees are granted the following rights under this clause:

- protection from carrying out tasks harmful to health during pregnancy and up to three months following childbirth;

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<sup>18</sup> Source: INE, Inquérito ao Emprego, 1995

<sup>19</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

- during the period of breast-feeding and for up to one year, exemption from performing tasks that expose them to the absorption of harmful substances that may contaminate breast milk;
- maternity leave (90 days);
- leave in the case of abortion or still-birth (maximum 30 days);
- two hours per day off to breast-feed the child until the latter reaches 12 months of age;
- interruption of work for two periods of a total of one hour to breast-feed the child until the latter reaches 12 months of age;
- leave in the case of adoption of children under three years of age (60 days);
- unpaid leave to be taken by the father or mother following maternity leave for periods of six months, up to a maximum of two years;
- time off for attending antenatal medical appointments without loss of pay;
- half-time work for women employees with family responsibilities.

- **Reconciliation of work and family responsibilities**

**Clause 72 - crèches**

Companies whose employees as a whole have 20 or more children under three years of age in the places where they pursue their business must provide a crèche in such places.

The distance from the crèche to the workplace must not exceed 300 metres.

**Special features**

One of the most notable aspects of this CCT is that companies are obliged to run crèches for employees' children. This can be done individually or in association with other companies.

The most problematic provision is the one that grants the right to work on a part-time basis only to women employees because of their family responsibilities. This provision is discriminatory since there is no justification for applying it only to women.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 10 of 15 March 1995

**2. Legal effect**

The CCT binds all the companies which in national territory pursue business involving natural mineral and spring water, soft drinks and fruit juices, and the production of concentrates and extracts for soft drinks and juices, provided they produce the latter, and the employees who are affiliated to the signatory trade union associations.

**3. Articulation with other IRCTs**

The entry into force of this CCT revokes the previous one.

*CCT between the APIV - Associação Portuguesa dos Industriais de Vestuário and the SINDETEX - Sindicato Democrático dos Texteis and others*

1. **Date of the CCT:** 11 November 1992  
  
**Date of entry into force:** 1 January 1993  
  
**Duration:** The same as the wage scale  
The CCT remains in force until it is replaced
  
2. **Signatories of the CCT:**  
  
**Employer organisations:** APIV - Associação Portuguesa dos Industriais de Vestuário  
  
**Trade union organisations:** SINDETEX, Sindicato dos Técnicos de Vendas e Sindicato dos Fogueiros de Mar e Terra do Norte
  
3. **Scope of the CCT:**
  - **geographical:** national territory (clause 1)
  - **company:** companies represented by the APIV (clause 1)
  - **sectoral:** companies in the clothing sector (clause 2)
  - **occupational:** the occupational categories represented by the signatory trade unions
  
4. **Sector of activity:**
  - clothing
  
  - **% of women in the sector**<sup>20</sup>: highly feminised sector in which women represent 89.5% of the employees

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<sup>20</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

- **% of employees covered**<sup>21</sup>: M: 13,022 W: 109,354  
Total: 122,376

5. The CCT replaces the clauses of the previous CTT included in this alteration.

**Provisions of the CCT relating to equal opportunities**

• **Duration of work**

**Clause 20** - night work

Women are only allowed to work between 7 a.m. and 11 p.m., except in the case of shift work.

**Clause 44** - scheduling annual leave

Employees in the same company who are part of the same family unit will be allowed to take annual leave at the same time.

**Special features**

The most significant aspect is connected to the reasons for the above-mentioned clause, which in fact partially puts an end to the principle of prohibiting night work for women in the industry. It does so only for shift work, however, which means that fixed night work is prohibited. The grounds for this are unclear.

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<sup>21</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

### National context

**1. Support**

Boletim do Trabalho e Emprego no 45 of 8 December 1992.

**2. Legal effect**

The CCT binds the companies represented by the signatory employer organisation and the employees represented by the signatory trade unions.

**3. Articulation with other IRCTs**

The entry into force of this CCT revokes the corresponding clauses of the previous collective regulation, which remains in force in all other respects.

*CCT between the Associação Portuguesa das Indústrias de Curtumes and the FETICEQ - Federação dos Trabalhadores das Indústrias de Cerâmica, Vidreira, Extractiva, Energia e Química (production and auxiliary functions)*

1. **Date of the CCT:** 23 November 1995  
  
**Date of entry into force:** 29 December 1995 (clause 2)  
  
**Duration:** 12 months (clause 2).
  
2. **Signatories of the CCT:**  
  
**Employer organisations:** Associação Portuguesa das Indústrias de Curtumes  
  
**Trade union organisations:** FETICEQ - Federação dos Trabalhadores das Indústrias de Cerâmica, Vidreira, Extractiva, Energia e Química
  
3. **Scope of the CCT:**
  - **geographical:** national territory (clause 2)
  - **company:** companies affiliated to the signatory employer Association
  - **sectoral:** companies pursuing the business of tanning and ancillary activity such as transmission belts and by-products, weaving dowels or the leather agglomerates industry
  - **occupational:** employees affiliated to the SINDEQ (production and auxiliary functions)
  
4. **Sector of activity:**
  - tanning
  - **% of women in the sector**<sup>22</sup>: the sectors involves some 3,500 employees, 23% of whom are women

<sup>22</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered:** figures not available

5. The CCT replaces the regulation previously in force.

### *Provisions of the CCT relating to equal opportunities*

#### • **Principle of equality**

**Clause 47** - guarantees

Women are guaranteed equality of opportunities and treatment with men at work and in employment.

The employer organisations must guarantee women employees equality in vocational training.

Work requiring the handling of products involving risks for the reproductive function, unless such handling is included in performing the profession, are prohibited.

### *Special features*

This CCT specifically refers to the principal of equal opportunities and treatment at work and in employment, and in vocational training.

Although these principles are not reflected in other provisions, the fact that they are stated is positive. The means of achieving the principles are not provided for in the CCT and are not covered by any other provisions.

The rule regarding the handling of products which might harm the reproductive function is dubious. It states that it is prohibited to handle them, but an exception is then made for cases where such handling "is specifically included in performing the profession."

It therefore seems that application of the rule of prohibition is very limited. Meanwhile one could question how it is possible to allow employees to handle products which put their reproductive function at risk without taking measures to eliminate such risks.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 48 of 29 December 1995

**2. Legal effect**

The CCT binds the companies represented by the signatory employer organisation and the employees affiliated to the SINDEQ - Sindicato Democrático da Energia, Química e Indústrias Diversas.

*CCT between Associação Portuguesa das Indústrias de Curtumes and the Sindicato dos Operários da Indústria de Curtumes and others (production and auxiliary functions)*

Identification of the CCT

1. **Date of the CCT:** 10 March 1995
 

**Date of entry into force:** 8 November 1995 (clause 2)

**Duration:** 12 months (clause 2).
  
2. **Signatories of the CCT:**

**Employer organisations:** Borealis Polímeros, S.A.

**Trade union organisations:** 53 trade union associations referred to in the annex
  
3. **Scope of the CCT:**
  - **geographical:** national territory (clause 2)
  - **company:** companies affiliated to the signatory employer Association
  - **sectoral:** companies pursuing the business of tanning and ancillary activity such as transmission belts and by-products, weaving dowels or the leather agglomerates industry
  - **occupational:** employees affiliated to the Sindicato dos Operários da Indústria de Curtumes do Distrito de Braga
  
4. **Sector of activity:**
  - tanning
  - **% of women in the sector**<sup>23</sup>: the sectors involves some 3,500 employees, 23% of whom are women

<sup>23</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered:** figures not available

5. The CCT replaces the regulation previously in force.

### *Provisions of the CCT relating to equal opportunities*

#### • **Principle of equality**

**Clause 47** - guarantees

Women are guaranteed equality of opportunities and treatment with men at work and in employment.

The employer organisations must guarantee women employees equality in vocational training.

Work requiring the handling of products involving risks for the reproductive function, unless such handling is included in performing the profession, are prohibited.

### *Special features*

This CCT specifically refers to the principal of equal opportunities and treatment at work and in employment, and in vocational training.

Although these principles are not reflected in other provisions, the fact that they are stated is positive. The means of achieving the principles are not provided for in the CCT and are not covered by any other provisions.

The rule regarding the handling of products which might harm the reproductive function is dubious. It states that it is prohibited to handle them, but an exception is then made for cases where such handling "is specifically included in performing the profession."

It therefore seems that application of the rule of prohibition is very limited. Meanwhile one could question how it is possible to allow employees to handle products which put their reproductive function at risk without taking measures to eliminate such risks.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 41 of 8 November 1995

**2. Legal effect**

The CCT binds the companies represented by the signatory employer organisation and the employees affiliated to the Sindicato dos Operários da Indústria de Curtumes and the Sindicato Nacional dos Operários da Indústria de Curtumes do Distrito de Braga.

**3. Articulation with other IRCTs**

The entry into force of this CCT revokes the previous one.

***CCT between FAPEL - Associação Portuguesa de Fabricantes de Papel e Cartão and FETESE - Federação dos Sindicatos dos Trabalhadores de Escritório e Serviços and another***

**Identification of the CCT**

1. **Date of the CCT:** 1 September 1994  
  
**Date of entry into force:** 3 January 1996 (clause 2)  
  
**Duration:** 12 months (clause 2).
  
2. **Signatories of the CCT:**  
  
**Employer organisations:** FAPEL - Associação Portuguesa de Fabricantes de Papel e Cartão  
  
**Trade union organisations:** 9 trade union associations referred to in the annex
  
3. **Scope of the CCT:**
  - **geographical:** national
  - **company:** companies affiliated to the signatory employer Association
  - **sectoral:** manufacturers of paper and cardboard
  - **occupational:** employees affiliated to the signatory trade union associations
  
4. **Sector of activity:**
  - manufacture of paper and cardboard
  
  - **% of women in the sector**<sup>24</sup>: 22.8%

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<sup>24</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística, MQE

- **% of employees covered**<sup>25</sup>: covers the employees in this sub-sector  
M: 1,554    W: 459    Total: 2,013

5. The CCT replaces the regulation previously in force.

### Provisions of the CCT relating to equal opportunities

#### • **Duration of work**

##### **Clause 26** - duration of work

This clause reduces the duration of work from its previous level.

The clause specifically refers to employees doing shift work.

#### • **Principle of equality**

##### **Clause 62** - rights of women employees

The right to receive the same pay as men, with the same rates and skills, is specifically recognised.

The principle of equality in access to employment, the career path and providing work is recognised.

#### • **Protection of maternity and paternity**

##### **Clause 63** - protection of maternity and paternity

Among other things, fathers and mothers with one or more children under 12 years of age are entitled to work on a reduced or flexible timetable.

### Special features

Specific reference is made in this CCT to the principle of equal pay and non-discrimination at work.

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<sup>25</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

The CCT also states that the rights of employees "of the female sex" in relation to maternity can in no circumstances jeopardise their guarantee of the job, annual leave or actual monthly pay.

The CCT makes an interesting classification of autonomy, in two different clauses, of the rights granted to women because of maternity (clause 62), and the rights granted to fathers and mothers with respect to the protection of paternity and maternity (clause 63).

The principle of equal pay is expressed in a very restrictive way, however: "the right to receive the same pay as men, with the same rates and qualifications".

Similarly equal treatment in joining companies, careers and the provision of work is conditional upon verification of "equal circumstances".

In collective bargaining in Portugal as a whole, despite any reservations concerning how the clauses are formulated, these principles are in fact rarely expressed.

### **National context**

#### **1. Support**

Boletim do Trabalho e Emprego no 48 of 29 December 1995

#### **2. Legal effect**

The CCT binds the companies represented by the signatory employer organisation and the employees affiliated to the signatory trade union associations.

#### **3. Articulation with other IRCTs**

The entry into force of this CCT revokes the previous one.

*CCT between Associação dos Industriais Metalúrgicos e Metalomecânicos do Norte and others and the Sindicato das Indústrias Metalúrgicas e Afins*

Identification of the CCT

1. **Date of the CCT:** 2 October 1981  
  
**Date of entry into force:** 27 October 1981 (5 days after its publication in the Boletim do Trabalho e Emprego) - (clause 2)  
  
**Duration:** legal (clause 2).
2. **Signatories of the CCT:**  
  
**Employer organisations:** 10 employer organisations in the sector referred to in the annex  
  
**Trade union organisations:** Sindicato das Indústrias Metalúrgicas e Afins
3. **Scope of the CCT:**
  - **geographical:** national territory (clause 1)
  - **company:** companies affiliated to the signatory employer Association
  - **sectoral:** metallurgical and mechanical engineering industries
  - **occupational:** occupational categories represented by the signatory trade union
4. **Sector of activity:**
  - basic metallurgical industries
  - **% of women in the sector**<sup>26</sup>: women represent around 13% of the sector

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<sup>26</sup> Source: INE, Inquérito ao Emprego, 1995

- % of employees covered<sup>27</sup>: M: 102,184  
W: 21,628 Total: 123,812

### Provisions of the CCT relating to equal opportunities

#### • Conditions of work

##### **Clause 9** - rules of recruitment

With equal occupational qualifications for carrying out the job, companies will give priority in recruitment to heads of households.

##### **Clause 133** - abilities

Women can carry out any occupation compatible with their abilities.

#### • Equal pay

##### **Clause 91** - general principle

Employees are guaranteed payment for work "according to its quantity, nature and quality, in due observation of the constitutional principle of equal pay for equal work, without any distinction on grounds of age, race, sex, religion or ideology".

##### **Clause 134** - special rights for women

Women are entitled to receive the same pay as men provided the tasks and skills are identical.

### Special features

Despite being one of the oldest still in force, this CCT contains interesting provisions relating to equal pay.

Although the principle is expressed in a restrictive way its inclusion is important, particularly in a sector in which the "male model" of the organisation of work is particularly characteristic and where discrimination against women was current practice, in that they occupy the least skilled and lowest paid jobs.

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<sup>27</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

Also in view of the sector it is interesting to note the rule establishing the principle of free access to any profession.

**National context**

**1. Support**

Boletim do Trabalho e Emprego no 39 of 22 October 1981

**2. Legal effect**

The CCT binds the companies represented by the signatory employer associations and the employees affiliated to the signatory trade union.

**3. Articulation with other IRCTs**

None

***CCT between FENAME - Federação Nacional do Metal and the Federação dos Sindicatos da Metalurgia, Metalomecânica e Minas de Portugal and others***

***Identification of the CCT***

- 1. Date of the CCT:** 22 April 1992  
  
**Date of entry into force:** 13 May 1992 (five days after its publication in the Boletim do Trabalho e Emprego) - (clause 2)  
  
**Duration:** legal (clause 2)
  
- 2. Signatories of the CCT:**  
  
**Employer organisations:** Employer associations in the sector referred to in the annex  
  
**Trade union organisations:** Trade union associations in the sector referred to in the annex
  
- 3. Scope of the CCT:**
  - **geographical:** national territory (clause 1)
  - **company:** companies represented by the signatory employer associations
  - **sectoral:** metallurgical and mechanical engineering industries
  - **occupational:** occupational categories represented by the signatory trade union
  
- 4. Sector of activity:**
  - basic metallurgical industries
  
  - **% of women in the sector**<sup>28</sup>: women represent around 13% of the sector

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<sup>28</sup> Source: INE, Inquérito ao Emprego, 1995

• % of employees covered <sup>29</sup> :	Men	102,184
	Women	21,628
	Total	123,812

### Provisions of the CCT relating to equal opportunities

#### • Vocational training

**Clause 88 - A** - vocational training promoted by the company

The selection criteria for attending vocational training courses promoted by companies must be based on the principle of equal opportunities.

### Special features

The interesting aspect of this rule of the CCT lies in the fact that it enshrines the principle of equal opportunities in access to vocational training courses promoted by companies.

This is a very positive and innovative provision in the national context, given that it is very rare.

### National context

#### 1. Support

Boletim do Trabalho e Emprego no 17 of 8 May 1992

#### 2. Legal effect

The CCT binds the companies represented by the signatory employer associations and the employees affiliated to the signatory trade unions.

#### 3. Articulation with other IRCTs

The CCT alters the wage scales and other clauses of the current regulation, all unchanged aspects of which remain in force.

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<sup>29</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

*CCT between ARPA - Associação de Retalhistas de Produtos Alimentares and another and the SECIL - Sindicato dos Trabalhadores do Comércio, Escritórios e Serviços do Distrito de Lisboa and others*

Identification of the CCT

1. **Date of the CCT:** 12 June 1995  
  
**Date of entry into force:** 13 July 1995  
  
**Duration:** 12 months
  
2. **Signatories of the CCT:**  
  
**Employer organisations:** 7 employer associations (see annex)  
  
**Trade union organisations:** Trade union associations referred to in the annex
  
3. **Scope of the CCT:**
  - **geographical:** district of Lisbon
  - **company:** companies affiliated to the signatory employer associations
  - **sectoral:** retail trade, mixture of retailing and wholesaling (mixture of retailing and warehousing, import and/or export) and trade workshops
  - **occupational:** employees affiliated to the signatory trade union associations, irrespective of occupational categories
  
4. **Sector of activity:**
  - retail trade
  - **% of women in the sector**<sup>30</sup>: out of a total of 404,700 employees in the sector, women represent around 52.3%

<sup>30</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>31</sup>: this contract relates to the retail trade sector of the largest district in the country (Lisbon) and covers
  - Men - 28,471
  - Women - 29,928
  - Total - 41,097 (W = 51.2%)which represents 10.2% of employment in the sector.

5. The CCT replaces the regulation previously in force.

### *Provisions of the CCT relating to equal opportunities*

#### • **Travel**

##### **Clause 24** - long-distance travel

This clause establishes that at Christmas or in the event of a death or an accident or serious illness threatening the life of the closest family members the employer organisation will pay the employee's return travel expenses.

##### **Clause 25** - travel to Macao and abroad

This clause establishes the same obligation as in the previous clause for the employer organisation, but limits its application to the death of the above family members.

#### • **Duration of work**

##### **Clause 37** - types of time off and duration

Time off with pay for the following reasons is considered justified:

- marriage;
- when the wife or partner gives birth;
- the death of relations or non-separated spouse or partner;
- the need to provide unavoidable care for members of the family unit.

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<sup>31</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

**Clause 39** - effects and deductions of time off

Justified time off does not give rise to loss of pay.

Time off because of unavoidable care when members of the family unit are ill are limited to 12 days per calendar year and two days per occurrence.

• **Protection of maternity**

**Clause 49** - female work - protection of maternity and paternity

Women employees are granted the following rights under this clause:

- protection from carrying out tasks harmful to health during pregnancy and up to three months following childbirth;
- during the period of breast-feeding and for up to one year, exemption from performing tasks that expose them to the absorption of harmful substances that may contaminate breast milk;
- maternity leave (90 days);
- leave in the case of an abortion or still-birth (maximum 30 days);
- two hours per day off for child care for up to 12 months following childbirth;
- time off for attending antenatal medical appointments, without loss of pay;
- up to two days off per month, payment being optional;
- employment on a reduced or flexible timetable for employees who are parents of children under 12 years of age, or when family concerns so demand;
- exemption from overtime for women employees with family responsibilities.

• **Special working conditions**

This CCT establishes special conditions for seamstresses working externally.

Members of the family unit are not considered to be employees for the purposes of applying this system.

**Special features**

The right to take time off to provide unavoidable care when members of the family unit are ill is very clearly defined in time and by occurrence in this CCT, and is a restrictive interpretation of the prevailing legal provisions. This restrictive interpretation has been developed by case law in the courts.

The most problematic provision is the one that exempts only women employees with family responsibilities from working overtime. This provision is discriminatory since there is no justification for awarding it exclusively to women. The provision which grants women employees the right to have up to two days off per month is also doubtful in terms of the principle of equality. The reasons for granting this right are not stated, but it is probably a case of a new definition of the right granted to women employees to take time off during menstruation.

The regulation of the work of seamstresses working externally also raises questions. The fact that this type of work is carried out only by women is crucial. It might also be possible to begin to use a neutral designation in terms of gender, so as not to assume that men are prohibited from carrying out this work.

### *National context*

#### **1. Support**

Boletim do Trabalho e Emprego no 25 of 8 July 1995

#### **2. Legal effect**

The CCT binds companies in the district of Lisbon which pursue the retail trade, a mixture of retailing and wholesaling (mixture of retailing and warehousing, import and/or export) and wholesaling (warehousing, import and/or export) and trade workshops, and the employees affiliated to the signatory trade union associations, irrespective of occupational categories.

#### **3. Articulation with other IRCTs**

The entry into force of this CCT revokes the previous one.

*CCT between APS - Associação Portuguesa de Seguradores and the ISP - Instituto de Seguros de Portugal and the Sindicato dos Trabalhadores de Seguros do Sul e Regiões Autónomas and others*

Identification of the CCT

1. **Date of the CCT:** 8 May 1995  
  
**Date of entry into force:** 27 June 1995 (clause 3)  
  
**Duration:** Same as the wage scale  
The CCT remains in force until replaced by another.
2. **Signatories of the CCT:**  
  
**Employer organisations:** APS - Associação Portuguesa de Seguradores and the ISP - Instituto de Seguros de Portugal  
  
**Trade union organisations:** Trade unions representing employees in the sector
3. **Scope of the CCT:**
  - **geographical:** national territory (clause 1)
  - **company:** companies in the sector (clause 2)
  - **sectoral:** insurance companies (clause 2)
  - **occupational:** occupational categories represented in the sector (clause 2)
4. **Sector of activity:**
  - insurance sector
  
  - **% of women in the sector**<sup>32</sup>: 37.4% women

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<sup>32</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>33</sup>: M: 9,971 W: 5,952 Total: 15,923  
which represents the whole sector.

5. The CCT replaces all the previous collective regulation (clause 89).

**Provisions of the CCT relating to equal opportunities**

• **Reconciliation of work and family responsibilities**

**Clause 36** - choice of annual leave

Employees in the same family unit who work for the same company are entitled to take annual leave at the same time.

**Clause 40** - justified time off

Time off with pay for the following reasons is considered justified:

- marriage;
- childbirth;
- the death of family members or the employee's common law wife/husband;
- for the need to provide unavoidable care for members of the family unit.

• **Protection of maternity**

**Clause 145** - of the woman employee

Women employees are granted the following rights under this clause:

- following childbirth, two hours per day off until the child is 10 months old;
- justifiable absence of up to two consecutive days per month;
- the system of part-time or flexitime "for the entire period imposed by their family responsibilities".

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<sup>33</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

### *Special features*

The most significant aspect of this CCT is the fact that entitlement to work part-time or on a flexitime basis is granted only to women because of their family responsibilities, which is therefore discriminatory.

### *National context*

#### **1. Support**

Boletim do Trabalho e Emprego no 23 of 22 June 1995

#### **2. Legal effect**

The CCT binds the bodies represented by the signatory employer association and the ISP and its employees.

#### **3. Articulation with other IRCTs**

The entry into force of this CCT revokes all previous collective regulation (clause 89)

***CCT between the Associação Portuguesa de Hospitalização Privada and FESHOT -  
Federação dos Sindicatos da Hotelaria e Turismo de Portugal and others***

**Identification of the CCT**

- 1. Date of the CCT:** 4 June 1992  
  
**Date of entry into force:** 15 August 1992 (clause 3)  
The wage scale came into effect on 1 May 1992  
  
**Duration:** two years for the existing agreement; 12 months for the wage scale (clause 3)  
The CCT remains in force until replaced
  
- 2. Signatories of the CCT:**  
  
**Employer organisations:** Associação Portuguesa de Hospitalização Privada  
  
**Trade union organisations:** 83 trade union Associations (see annex)
  
- 3. Scope of the CCT:**
  - **geographical:** national territory (clause 2)
  - **company:** health centres (clause 1)
  - **sectoral:** health
  - **occupational:** occupational categories represented in health centres
  
- 4. Sector of activity:**
  - health and veterinary services
  
  - **% of women in the sector**<sup>34</sup>: 84.6% women out of a total of 18,172 employees

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<sup>34</sup> Source: INE, Inquérito ao Emprego, 1995

- **% of employees covered**<sup>35</sup>: M: 243      W: 1,948      Total: 2,191  
which represents 12.1% of the health sector.

5. The CCT revokes all the previous collective regulation.

### *Provisions of the CCT relating to equal opportunities*

#### • **Working environment**

##### **Clause 13** - duties of the employer organisation

One of the duties of the employer organisation is to provide employees with a "secure sociological climate".

#### • **Reconciliation of work and family responsibilities**

##### **Clause 41** - annual leave

Employees in the same family unit who work for the same company are entitled to take annual leave at the same time.

##### **Clause 43** - justified time off

Time off with pay for the following reasons is considered justified:

- marriage;
- childbirth ("to accompany and assist the wife in childbirth");
- the death of the spouse or family members;
- for the need to provide unavoidable care for members of the family unit.

#### • **Protection of maternity and paternity**

##### **Clauses 67/68/69** - maternity leave/leave in special cases/antenatal medical appointments

Women employees are granted the following rights under these clauses:

- 90 days' maternity leave;
- leave in the case of a still-birth, abortion, or the death of a live birth (30 days);
- time off without loss of pay to attend antenatal or other medical appointments and to have medical examinations or treatment.

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<sup>35</sup> Source: Quadros de Pessoal, 1994.  
Departamento de Estatística do MQE

**Clause 70 - prohibited or controlled work**

Work involving real risks for the woman's reproductive function are prohibited. Tasks or systems of work which are clinically inadvisable because of maternity are restricted during pregnancy and up to seven months following childbirth. If women employees are given other tasks for this reason, their pay may not be reduced.

**Clause 71 - child care**

Employees (fathers or mothers) who are responsible for young or disabled children or the equivalent are guaranteed the following rights under this clause:

- two hours per day until the child reaches one year of age, for child care;
- two days per month until they reach two years of age, to deal with matters related to disabled children;
- exemption from working after 8 p.m., if it does not make the work impracticable;
- unpaid leave of one year, renewable for six months or one year, for child care.

**Special features**

The clause relating to the working environment can be considered to address the question of sexual harassment. Its definition is not very explicit, however, and has no practical consequences other than entitling women employees to rescind the contract of employment with justification. The way the clause is formulated makes it unlikely that this was one of the reasons underlying its negotiation.

Another notable aspect is the justification for time off on childbirth, in which the idea emerges that the aim is to allow the father to be present with the mother during childbirth.

The rights to child care appear to be awarded both to fathers or mothers, clearly assuming that this obligation of care is a dual responsibility. This is a manifestation of the principle of equality which must be viewed positively.

A rather unusual provision is time off for up to two days per month without loss of pay, at the request of the father or mother, to deal with matters relating to disabled children.

### National context

**1. Support**

Boletim do Trabalho e Emprego no 30 of 15 August 1992

**2. Legal effect**

The CCT binds the bodies represented by the signatory employer association and the employees.

**3. Articulation with other IRCTs**

The entry into force of this CCT revokes all previous collective regulation.

## LIST OF ACRONYMS

ACT	Acordo colectivo de trabalho [Multi-employer agreement]
AE	Acordo de empresa [Company agreement]
CCT	Contrato colectivo de trabalho [Association contract]
CGTP	Confederação Geral dos Trabalhadores Portugueses [General Confederation of Portuguese Workers]
CITE	Comissão para a Igualdade no Trabalho e no Emprego [Commission for Equality at Work and in Employment]
DL	Decreto-Lei [Decree law]
IEFP	Instituto do Emprego e Formação Profissional [Institute of Employment and Vocational Training]
INE	Instituto Nacional de Estatística [National Statistics Institute]
IRCT	Instrumento de regulamentação colectiva de trabalho [Instrument of collective labour regulation]