CRL
CENTRO DE RELAÇÕES LABORAIS

COLLECTIVE BARGAINING

2017 ANNUAL REPORT

EXECUTIVE SUMMARY

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EXECUTIVE SUMMARY

1. The present Report is designed to comply with the provisions of Article 3(1)(d) of Executive Law no. 189/2012 of 22 August 2012 (the Organic Law governing the Centre for Labour Relations – CRL), providing an account of collective bargaining in Portugal in 2017 and an overall description of how the collective agreement system worked, highlighting the negotiating approaches and the contents on which the contracting parties placed particular emphasis. The Report offers a side-by-side picture of what happened in 2017 and the previous years, thereby revealing how this area has evolved in relation to the recent past.

2. The 2017 Report represents a natural continuation of a series of analytical reports that began in 2015, retaining the same parameters, using the same sources and covering an equivalent period of time, as described in the Preliminary Remarks (Chapter I).

3. The Report begins (Chapter II) by summarising a range of background data on both the economic context (2.1.) and the changes in the normative framework and the respective case law (Portugal and EU – 2.2.).

4. On a general and predominantly quantitative level, it then goes on (Chapter III) to highlight the changes and developments that marked collective bargaining in 2017 compared to 2005-2016, focusing on a number of the most important dimensions, such as pay, the expansion of the scope of application of collective agreements, how the latter ended, and processes involved in the resolution of collective disputes linked to collective bargaining.

5. In strictly quantitative terms, 2017 was the third consecutive year of growth in the overall number of Collective Labour Regulation Instruments (IRCTs), with more Collective Agreements and Administrative Extension Orders (PEs) in particular. The increase in relation to 2016 was especially large (3.1.1.II).

6. In 2017, the number of Sectoral-level Collective Agreements (CCs), Group-level Agreements (ACs) and Firm-level Agreements (AEs) rose in absolute terms. Relatively speaking, the predominant format was the Firm-level Agreement (as it was in 2012-2014, whereas in 2015-2016 the Sectoral-level Agreement format tended to prevail), albeit sectoral-level agreements continued to be the most common format in terms of level of coverage (3.1.1.II).

7. There continues to be a tendency (which has existed since 2014) towards a rise in the number of workers who can potentially be encompassed by collective agreements, notwithstanding a slowdown in the rate of growth in this value, which appears to be linked to the type of agreement that predominated in 2017 – the firm-level agreement, whose subjective perimeter is necessarily limited to the

enterprise in question (3.1.1.III). Be that as it may, the number of workers who can potentially be covered by a collective agreement was still lower than it was in 2005-2010.

8. There is also a trend towards a fall in the current collective-agreement coverage rate, although the rate for the agreements that are published each year has actually risen since 2015. In other words, there has recently been a positive variation in the number of workers employed by establishments encompassed by IRCTs, but the figures remain below those for 2005 (3.1.1.IV).

9. With regard to wages (and according to data collated from annual Directorate-General of Employment and Labour Relations [DGERT] reports), the following changes were of particular note in 2017 (3.1.2.):
   – The average length of time for which pay tables remained in effect before they were replaced fell in 2017 (29.4 months) compared to 2016 (38.1 months). Although in its own right this value is still high, this was the second consecutive year since 2009 in which this average duration dropped in relation to the year before.
   – The nominal year-on-year (YoY) variation in wages was substantially positive and represented a continuation of the increase that began in 2016.

10. Turning to the expansion of the scope of application of existing agreements, there was a fall in the number of Accession Agreements (AAs) compared to the previous year. However, it is worth noting that 2016 witnessed the highest number of AA's since 2005, and 2017 was second only to this (3.1.3).

11. On the same subject, the ongoing trend towards an increase in the number of new PEs that had begun in 2015 continued to strengthen in 2017, with a substantial rise in the number of PEs published – a total of 84, compared to 35 in 2016 (3.1.3).

12. No Ministerial Order governing Labour Conditions ("*Portaria de Condições de Trabalho*") was published in 2017.

13. The Report (3.1.4.) presents the key data regarding the end of collective agreements in the period since 2005. In all, 44 notices of the expiry of an agreement were issued during this time, but it is worth noting that no such notice was published in 2017.

14. The Report analyses extrajudicial collective-dispute resolution processes. This analysis shows that in 2017 there was a slight increase in the number of conciliation (58) and mediation (12) requests, with values that had not been attained since 2011 (3.2.1.). Looking at the processes that were concluded during the year, one can see that for the first time since 2009, more conciliation requests ended in an agreement than without one, whereas no agreement was reached in any of the nine mediation processes that were concluded in 2017. As was the case in previous Reports, there

was no news of any new development with regard to arbitration processes in 2017 (3.2.2.).

15. Chapter IV specifically looks at the collective bargaining that took place in 2017, albeit when opportune, it does also offer comparisons with the situation in 2016. It is thus the most detailed part of the present Report. In general terms, it begins by treating the data on the agreements that were published during the year (4.1) and those regarding the expansion of original scopes of application (4.2). It then goes on to address collective bargaining in the Public Business Sector (4.3). A second section (4.4.) analyses the ways in which the contents of the collective agreements that were published in 2017 dealt with certain specific issues.

16. The following aspects stand out among the general data on collective bargaining in 2017 (4.1.):
    - Regarding collective agreements with autonomous contents (i.e. excluding Accession Agreements), a total of 208 agreements were published (compared to 146 in 2016). 10.6% of these were first agreements; 17.8% were overall revisions; and 71.6% were partial revisions.
    - Looking at the overall picture, 2017 saw the publication of 310 negotiated and non-negotiated IRCTs – a growth of more than 47% in relation to 2016 that was made up of a 42.5% increase in the number of agreements and a 140% rise in the number of PEs.
    - Again compared to 2016, one can see that in overall terms, the number of first agreements and overall revisions rose by 28.3% and that of partial revisions by 49%.
    - The 2015 and 2016 Reports already noted a tendency for there to be a large number of parallel agreements.[1] This trend continued in 2017, with both an absolute and a relative rise in numbers (45.19% of the total).
    - The sectoral distribution across the 21 NACE groups was more balanced than in 2015 and 2016, with no published agreements in just four sectors of activity. Three sectors ("Manufacturing", "Transporting and storage", and "Wholesale and retail trade; repair of motor vehicles and motorcycles") did continue to predominate, however, although their relative weight fell in relation to the previous year.
    - With regard to the rate of coverage by sector of activity of the collective agreements that were published in 2017, there was an extraordinary increase in the "Accommodation and food services" sector and quite a large one in both "Administrative and support services" and "Education".
    - There was a generalised YoY fall in the average number of workers who were (potentially) encompassed, both by agreement and by type of agreement, and this drop was particularly steep in the case of group-level agreements.

[1] The contents of parallel agreements are essentially identical to that of those they parallel. The parties on the employer side, the sector of activity and the professional scope are also the same. However, the signatory trade unions are different.

17. As mentioned above, the Report notes the significant increase in the number of PEs published in 2017 (84), compared to recent years. Contextually, it is worth recalling that Council of Ministers Resolution (RCM) no. 82/2017 of 9 June 2017 (revoking the previous RCM no. 90/2012 of 31 October 2012) amended both the criteria for extending collective agreements and the time the Ministry of Labour has in which to respond to extension requests, and the parameters governing the Government's discretionary powers to define the retroactive efficacy of pay tables. We consider that the nature of these amendments warrants dividing the analysis of the year's PEs (total 84) into two groups: the 50 PEs published under the terms of RCM no. 90/2012, and the 34 PEs issued in the light of the new framework. This separation makes it possible to calculate two things: the differences in the average length of time between the publication of the latest amendment of a given agreement and the issue of the administrative order extending that agreement (6 months for the first group, and 2 months for the second); and the differences in the average interval between the date on which the pay table applicable to the parties to the agreement took effect under the principle of affiliation, and that on which the same pay table came into force under the applicable administrative extension order (9 months for the first group, and 6 months for the second). These data show the effect of the amendments made by RCM no. 82/2017.

18. The most noteworthy aspects of the universe of PEs published in 2017 include:
    – A substantial majority of the extensions applied to partially revised agreements (55 of 84 PEs).
    – In 19 situations, 2017 saw the conclusion within the calendar year of two extension cycles applied for by the same parties (or some of them), thereby giving rise to two successive PEs – one beginning in 2016 or early 2017, and another that both began and ended in 2017, almost always under the terms of point 2 of RCM no. 82/2017, which requires that the procedure take place within at most 35 working days.
    – Some PEs entailed the extension of parallel agreements (these situations arose within the scope of RCM no. 82/2017.

19. The Report gauges the impact of Article 21 of the Law governing the State Budget for 2017 (LOE/2017), which ended the prohibition on pay increases negotiated in collective agreements, which had been in effect since 2011 and imposed cuts in the pay and other sums due to workers in the Public Business Sector (SPE).
    To this end it collates data for the 11 SPE enterprises (included in the State Organisation Information System [SIOE] on 31-12-2017, covering both the State Enterprise Sector [SEE] and the Local Enterprise Sector [SEL]) that entered into or revised their firm-level agreements in 2017. The purpose was to understand the extent of the changes, above all with regard to meal allowances, overtime, and night work. The outcome is as follows:
    – 6 of the 11 enterprises entered into their first agreements; only 1 raised the amount of the meal allowance; all of them either simply referred the matter of night work to the applicable law, or accepted the amounts stipulated by law

(Art. 266, Labour Code [CT]); on the subject of overtime rates, 4 agreements established amounts equal to those provided for in the 2009 version of the CT (+50%/75%/100%), while 1 gave more advantageous rises.

– 5 public-sector enterprises agreed partial revisions. Only 1 of these increased the amount of the meal allowance; while 2 revised the regimes governing the meal allowance and night work, but didn't change the rates at which the latter is remunerated.

20. Section 4.4. of the Report offers two types of analysis of the content of the agreements published in 2017 – a more general one on the major thematic groups they covered, and another which looks at the following in more depth: scope of application of the agreement; duration and organisation of working time; vocational training and the student-worker regime; social benefits and supplementary welfare regimes; equality; rights of bodies representing workers.

21. The main conclusions to be drawn from the more general analysis of the content of the 208 collective agreements that were published in 2017 are as follows:
    – The preponderant topics were the regulation of pay conditions and other monetary benefits, and the regime governing the applicability of the agreement in question, followed by travel and overtime.
    – Some subjects are essentially regulated when overall agreements are negotiated and were therefore covered in first agreements and overall revisions. They include: personality rights; adaptability; hour banks; concentrated working hours; secondment; intermittent work; leave; temporary closure of an establishment or reduced working hours; transmission of enterprises or establishments; conflict resolution; strikes.
    – Others mostly also appear in first agreements and overall revisions, although they sometimes also appear in partial revisions: categories and careers; fixed-term employment contracts, parties' rights, duties and guarantees; equality and non-discrimination; the workplace; disciplinary powers; part-time working; joint committees.
    – In addition to the traditional subject of wage reviews, partial revisions tend to regulate certain aspects of other matters linked to remuneratory terms and conditions: organisation of working time; travel; supplementary social benefits; definition of the duration of the collective agreement or pay table.
    – AEs essentially regulate a number of topics: on-call regimes; supplementary social benefits; overtime; shift work.

22. For the second consecutive year, one chapter of the Report is devoted to the contents which Article 492(2) and (3) of the CT (4.4.3) recommends that collective agreements should include. It focuses on the universe of first agreements and overall revisions (59), given that – precisely because they serve to partially update existing agreements – it is not possible to determine the extent to which partial revisions comply with that recommendation. The usefulness of this analysis is

enhanced by a comparison with the previous year. The breadth of the topics and the diversity of the contents found in the agreements meant that it was necessary to delimit the scope of the analysis, which we have sought to illustrate with some of the various solutions they adopted with regard to:

– The relations between contracting entities, and namely the conflict-resolution instruments provided for as part of the implementation or revision of collective agreements.
– The vocational training outlined in agreements.
– The required health and safety conditions.
– The measures designed to effectively implement the principle of equality and non-discrimination (albeit addressed in less detail here, because the topic is the subject of a chapter of its own).
– Pay-related rights and duties pertaining to workers and employers, and for the first time, some aspects of the question of personality rights, especially when taken in conjunction with the issues of technological evolution and data-protection rules; from another perspective, this section also touches on the growing presence in collective agreements of the subject of performance evaluations.
– The solutions the parties found in the search for solutions to disputes involving labour contracts, namely in the form of conciliation, mediation or arbitration arrangements.
– The definition of the services needed to ensure the safety and maintenance of equipment, facilities and premises and the minimum services that are indispensable to the fulfilment of essential social needs during strikes.
– The contents provided for with regard to the agreement's effects on the workers encompassed by it, in the event that it expires, until such time as another IRCT enters into force.
– Provision for a joint committee with the competence to interpret and complete the agreement's clauses, along with any other competences attributed to it in the agreement.

In general, there continues to be a notable diversity in the extent to which agreements address these recommended contents. Compared to 2016, there was a growth in the number of provisions regarding the relations between the contracting entities, including the means of resolving collective conflicts derived from the implementation or revision of agreements, the processes involved in the resolution of disputes derived from labour contracts, and the effects of the expiry of an agreement. Lastly, every agreement covered two areas: the principle of equality and non-discrimination, and the parties' rights and duties. The next most common topics were issues linked to health and safety, and joint committees.

23. The first of the core themes analysed in the Report is the rules governing how agreements are actually applied. A number of facts stand out in this respect:
    – With regard to their geographic applicability, agreements with a national scope (mainland Portugal and the autonomous regions) continued to be the most common in 2017, as opposed to agreements covering a given local or regional area (4.4.4.1).

– As was already noted in 2016, the parties rarely made use of the fact that the law is open to the inclusion in collective agreements of rules governing the ability of workers who are not trade union members to unilaterally adhere to a collective agreement (4.4.4.2.).
– Where their duration is concerned (4.4.4.3), a very significant percentage of the agreements that revised existing instruments – 63.24% of all such documents (117 out of 185) – involved agreements that had been in effect for less than 24 months; at the same time, over 50% of the workers encompassed by revisions were covered by agreements that were in effect for less than 24 months. Additionally, there was a YoY increase in the number of workers encompassed by agreements whose effective duration was below 12 months.
– The length of time for which the agreement was to remain in force was a subject that was addressed in 107 of the 208 agreements subjected to analysis. The most common provision was for a duration of 24 months, while as a rule, pay tables were the object of a separate provision that almost always applied to a 12-month period.
– As in previous years, in 2017 it was not uncommon for agreements to address the issue of what should happen during the grace period or after they actually expire. In most cases, agreements simply referred the question to the applicable legal regime (section 4.4.4.4. of the Report covers the types of provision which agreements made in this regard).
– Not many collective agreements included clauses on the articulation or conjugation of multiple agreements, but the Report (4.4.4.5.) does cover the different contents that were found in this respect.

24. The Report addresses the topics of the duration and organisation of working time in some detail (4.4.5.), not just because they are traditionally important questions in collective agreements, but also due to both the centrality the various parties have afforded to them and the substantial extent to which the law allows collective bargaining to address them.

25. In 2017, almost all the first agreements, all the overall revisions and some of the partial revisions imposed a maximum limit on the normal daily and/or weekly working period (4.4.5.1.). The following aspects of this question were commonplace:
    – Most of the agreements simply specified the legal weekly and daily limits, albeit – as was already the case in 2016 – a substantial number placed a lower limit on the normal working period for all workers.
    – As in 2016, not all the agreements treated this question in the same way for all the professional categories they covered (variations included those by category, by sector within the enterprise, or by the type of working-hour arrangement in question).

26. A significant proportion (the percentage was similar to that in 2016) of the agreements published in 2017 also addressed the question of holidays. This included all the overall revisions and almost all the first agreements. The solutions

adopted in this respect remained quite diverse, however, albeit with a common basic format that was already identified in 2016: some agreements simply followed the applicable legal regime, with a single period of 22 working days applicable to every worker; however, the majority preferred other solutions, which ranged from longer periods *per se* to arrangements (reminiscent of the 2003 Labour Code) whereby the length of annual holidays could be increased more or less along the lines of the applicable legal regime, subject to a variety of criteria (length of service, age, attendance record, performance evaluation, time of year at which holidays are taken, family situation, etc.).

27. The Report addresses the regimes whereby agreements render working time more flexible (4.4.4.5.). In this respect it begins by recalling the outlines of the various possible formats and drawing attention to the fact that the terminology used in collective agreements is not always that set out in the applicable law, which means that it is necessary to interpret what they actually say in such a way as to match their contents to the typified legal provisions.

28. As was the case in 2016, one can see a certain standardisation of contents agreed by a given party. This is not only true of parallel agreements – a natural feature of such documents – but also of situations in which a particular party, be it an employer or employer's organisation or a trade union, enters into more than one agreement.

29. In the collective agreements that were published in 2017, there was an overall rise in the number of flexible working regimes compared to the previous year. This subject was essentially regulated in first agreements and overall revisions. This increase also occurred in proportional terms (23% in 2017, as opposed to 17% in 2016), and was thus not solely associated with the growth in the total number of collective agreements. Be that as it may, the percentage of agreements that provide for flexible working and hour banks remained below what it was in 2015 (26%). This increase in the provision for flexible working regimes was primarily underlain by the rise in the number of situations in which the parties were open to the use of the adaptability regime, whereas the variation in the number of cases that only referred to hour banks was not significant.

30. On the subject of adaptability, and without prejudice to the aforementioned tendency towards a standardisation of regimes, the analysis set out in the Report (4.4.5.*b and c*) highlights the effort to adapt the rules to the particular realities and interests of enterprises and sectors – a movement that is reflected in the diversification of contents and the search for specific balances. The parties can agree their own particular combinations of the various structural elements of the regime (margins within which the length of the working day can vary, rules on defining working hours, length of periods of reference, etc.), and/or sometimes add other elements (e.g. reimbursement of extraordinary expenses incurred by

workers, cases in which workers are dispensed from working extended hours, the consequences workers cease to be subject to an adaptability regime and a different format applies instead). There appears to be a tendency towards the definition of one-off regimes that differ to a greater or lesser extent from the standard legal regime, and indeed none of the agreements limited themselves to simply repeating the Labour Code rules as such. The Report analyses the different variations in relation to the key elements of the regime. One can thus see that only a small number of agreements referred to the possibility of extending the adaptability regime to workers who were not originally encompassed by it (group adaptability), and then only in a manner that simply reproduced the terms of the law. As also noted in the 2016 Report, in 2017 some collective agreements added to the list of situations in which workers are exempt from the adaptability regime.

31. The great majority of the agreements that were published in 2017 and accepted the possible use of an hour-bank system allowed the employer to unilaterally decide to institute such an arrangement (4.4.5.*d*), albeit in some cases, only under certain circumstances. Some agreements do, however, require the worker's agreement. On the other hand, and along the lines of information that was already presented in the 2015 and 2016 Reports, it should especially be noted that some collective agreements are open to the possibility of providing for workers' interests in this regard (i.e. they allow individual workers to ask for the hour-bank format because it is more convenient for them). At the same time, one can see that most of these agreements stopped short of an exhaustive use of the legally permitted limits on the number of hours that can be allocated to an hour bank, although the number of agreements that did allow this was nonetheless significant. The ways in which individual agreements conjugate the number of hours that can be added to daily and weekly working periods and the annual number of hours to be allocated to hour banks varied quite a lot, and the balances achieved in collective agreements were therefore also quite diverse. This diversity can also be found in the rules applicable to the different aspects of the regime (the amount of prior notice which workers must be given when they are told that they are going to be required to work extended hours, the compensation for additional hours worked, who – the employer or the worker – decides that a worker should take compensatory rest periods [where applicable] and when they should be taken, etc.). The Report notes that most agreements say that additional hours worked during one period should be compensated for by reducing the number of hours worked at another time, albeit in some case this decision is unilaterally taken by the employer, whereas in others it is the worker who chooses when to enjoy the reduction.

32. The number of agreements that regulate concentrated working hours is still very small: only five of the 208 collective agreements published in 2017 do so, which is to say just one more than in 2016. All of them involved overall revisions. The Report describes the essential outlines of each of these five regimes (4.4.5.*e*).

33. 24 of the 208 agreements published during the period covered by the Report establish regimes under which workers can be required to remain available on call in order to respond to certain unpredictable needs (4.4.5. *et. seq.*). As in 2016, these regimes are primarily provided for in firm-level agreements. Their contents also vary a great deal, although they usually include a range of requirements and conditions that are generally covered in the text of the agreement itself:
    – The most common practice is for the employer to be entitled to designate the workers who are to be covered by the regime, subject to compliance with certain parameters.
    – Almost none of the agreements in question stipulated maximum lengths of time during which workers can be subject to this type of on-call regime.
    – Implementation of this regime normally requires the employer to draw up duty rosters listing the on-call periods and the workers allocated to each one.
    – Workers who are subject to an on-call regime are often required to be contactable and able to be at the enterprise's premises at short notice.
    – It continues to be the rule that agreements which provide for on-call regimes regulate the effects they have on workers' pay.
    – In the majority of cases, workers who are subject to these regimes are entitled to a pay supplement or allowance.
    – When workers who are on call are actually asked to work, the latter is almost always paid for separately, on top of the on-call supplement or allowance, and more often than not that pay is equivalent to that due for overtime.

34. According to the data collated in the Report (4.4.5.*g*), overtime continues to be one of the subjects that are most often addressed during collective bargaining: only one of the first agreements published in 2017 failed to regulate this topic, while it was present in all 37 overall revisions. On the other hand, in 2017 it was still the case that the additional rates of pay due for overtime were rarely updated when "wage and other changes" were negotiated: of the 149 partial revisions published in 2017, 31 agreements made small changes to the overtime regime – amendments that were essentially linked to updates in overtime pay, the amount of meal allowances, and compensatory rest periods. *Grosso modo*, the makeup of the overtime regimes established in collective agreements continues to match the model that was characterised in the 2016 Report. In this respect, their texts primarily determine the amounts of additional pay due (which are tending to rise) and the preconditions for employers to be able to require overtime work and for workers to be legitimately entitled to refuse to do it.

35. The Report talks about the fact that a number of collective agreements include schemes whereby working time can be flexibly managed when that is in the workers' interest (4.4.5.*h*). The most common such mechanism is the ability of either all or only certain groups of workers to opt for flexible working hours (with a scope that naturally goes beyond that of the protection of parenthood, as provided

for in Art. 56, CT). Some texts expressly say that what is at stake here is the worker's ability to manage all or part of their working hours by choosing the times at which they begin and end their working days.

36. The Report also seeks to consider the ways in which collective agreements handle the regime governing exemptions from fixed working hours by taking advantage of the scope which the applicable legal regime grants them to shape the specific terms of the rules on this matter. In this respect, the Report (4.4.5.*i*) says that in addition to the traditional question of the rules on allowances paid to workers who are not subject to fixed working hours (which adopts various formats), in 2017 some agreements expanded the scope of application of this regime, limited the amount of time that could be worked under it, or regulated when and how it should cease to apply.

37. On the question of promoting worker qualification (vocational training and student-workers – 4.4.6.), there was a slight fall in the proportion of agreements that addressed aspects of this topic in general (from 38% in 2016 to 35% in 2017). On the specific subject of vocational training (4.4.6.2), there continue to be a number of agreements which innovate in relation to the applicable law. The following aspects are of particular note in this regard:
    – The importance given to training functions performed by workers themselves.
    – The added value attached to both initial – when young workers are recruited or are dispensed from an initial learning period – and continuous worker training, including forms of financial and even technical support from the employer and increases in the annual minimum number of hours of continuous worker training, along with the respective hour credit.
    – The regulation of and support for the training needed to acquire and maintain professional diplomas.
    – The importance of training to both career progression and processes involving reconversion and adaptation to new technologies.
    – The link between performance and vocational training.
    – Provisions for training that is taken at the worker's initiative and the respective support from the employer in the shape of flexible working times or the grant of periods of leave.

38. On the question of how collective agreements deal with the status of student-workers (4.4.6.3.), the Report shows that the agreements published in 2017 often develop the articulation between working time and school-related obligations – namely in terms of working hours, dispensations, holidays and leave – as well as the funding of certain expenses associated with undergoing training. At the same time, they also sometimes regulate points regarding career progression, and the termination of the respective benefits in the event of poor attendance records or academic failure.

39. For the first time, the present Report allocates a section of its own (4.4.7.) to the question of equality and non-discrimination. This development is justified by the

growing importance attached to this subject in collective agreements, inspired partly by the recent changes in the law with regard to both moral harassment and parenthood. The Report's analysis is based on three topics found in collective agreements:

– Moral harassment.
– The reconciliation of family life and work.
– Equal working conditions in general, and gender equality and positive discrimination measures in favour of disabled workers in particular.

Five of the firm-level agreements published in 2017 refer to moral harassment, which is provided for in Art. 29, CT, although the depth into which they go in this respect varies.

Turning to the need to reconcile family life and work (which is also a constitutional principle – Art. 59[1][b], Constitution of the Portuguese Republic – CRP), the Report looks in some detail at the protection of motherhood and fatherhood. It also highlights a number of dimensions of the question of reconciliation that may not depend on the exercise of parental rights and are also linked to the balance between working time and non-working time.

This section of the Report then addresses the implementation of the principle of equality and non-discrimination in general, in a range of situations rooted in specific conditions experienced by certain groups of workers – illness, disability, age, work-related accidents. In doing so, it also considers the measures designed to promote gender equality. Besides those that simply refer to the applicable law, the Report also identifies two forms of protection in this field:

– Provisions that state the general principle of equality and non-discrimination in access to employment, occupational practice, and progression within an enterprise.
– Measures that establish rules governing access or work by certain groups of workers, sometimes including the creation of positive discrimination measures.

40. Also for the first time, the 2016 Report analysed both the award of benefits intended to supplement those which the General Social Security Regime (RGSS) grants with a view to the provision of protection in the case of occurrences that are themselves covered by the RGSS (in particular, illness, old age, and invalidity), and the provision for benefits of other kinds related with the worker's personal and family situation, which that Report typified. The present Report (4.4.8.) also looks at this topic, noting that that typology continues to be fully in accordance with the contents of the collective bargaining which took place in 2017. The only additional note it makes in this regard is that there was a substantial increase in both the absolute number of such regimes and the proportion of agreements that contain them. While remarking that the exact form of these agreed mechanisms varies considerably, the Report goes on to set out the essential tendencies reflected in them.

41. References to trade union activities within an enterprise and the status of workers' representatives are made in 63 (of 208) agreements. As is becoming standard practice, most of these were either first agreements or overall revisions (4.4.9).
    The majority of these references concern trade union activities within the enterprise and the status of trade union representatives, but workers' committees were also mentioned in some cases. In addition to simple referrals of the matter to the applicable legal regime and the concrete implementation or development of some of that regime's provisions, the agreements do also contain a number of innovative solutions, such as:
    – Extending the power to schedule workers' meetings to trade union delegates, if there are no trade union or inter-trade union committees.
    – Regulating access to the enterprise's premises by trade union representatives in situations other than those involving participation in workers' meetings, in formats that are not already provided for by law.
    – The concrete implementation or development of the matters covered by the right of trade union delegates to information and to be consulted.
    – Extending some of the information-related rights which the law grants to workers' committees to trade unions as well, especially in the field of the organisation of working time.
    – Institution of the right of trade union delegates to meet management bodies.
    – Provision for regimes under which workers can be requisitioned in order to undertake trade union duties, without loss of pay.

42. The Report ends by talking about collective bargaining in the Public Administration (Chapter V). 2017 saw the publication of 133 Public-sector-employer Agreements (ACEPs) – a decrease in relation to 2016 (425). 108 of these were revisions of existing agreements (64 overall revisions and 44 partial ones).
    Be this as it may, if one looks at 2017 as part of a series (2009-2017), it is possible to say that, albeit less pronounced, collective bargaining at the local level of the Public Administration remains dynamic, in contrast to the current reality at the central administration level. As the Report says in a reference to the context underlying this variation, this fall in the overall number of ACEPs may be at least partly linked to the diminished effect which Constitutional Court Ruling no. 494/2015 (in which the Court found norms under which local ACEPs required central government consent to be unconstitutional) is now having.