

Martins, Pedro S.; Saraiva, Joana

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Assessing the Legal Value Added of Collective Bargaining Agreements*

Pedro S. Martins¹

Queen Mary University of London
& IZA & GLO

Joana Saraiva²

*Associação de Jovens Juslaboralistas
& Associação Portuguesa
de Direito do Trabalho*

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Abstract: How much value does collective bargaining add to the working conditions already established in general labour law? In this paper we propose a methodology to address this question: we compare the specific contents of collective agreements (except minimum wages) to their equivalent norms set by base law. We illustrate this approach by analysing in detail about 400 norms from six collective agreements in Portugal and then comparing them to the country's Labour Code. We find that as many as 62% of those collective bargaining norms are exactly or virtually equal to the Labour Code; only 25% (an average of 16 norms per convention) are more favourable for the worker; and 12% (8) are more favourable for the employer. We conclude that collective bargaining in Portugal has a relatively small role as a source of effective labour law. We also present several potential explanations for our findings, including the wide range of base law, which may reduce the negotiating space of bargaining.

Keywords: Labour law, Working conditions, Collective agreements

JEL codes: J52, K31, J81

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¹ Corresponding author. Address: School of Business and Management, Queen Mary University of London, Mile End Road, London E1 4NS, Kingdom United. Email: p.martins@qmul.ac.uk. Web: <https://sites.google.com/site/pmrsmartins/>. Phone Number: + 44/0 2078822708.

² Email: joanasaraiva54@gmail.com

1. Introduction

Collective bargaining – the negotiation between employers and workers on working conditions applicable in one or more firms – is a critical dimension of labour markets and labour law of several developed countries. Its importance follows from the fact that, in complementarity with individual negotiations, collective bargaining may represent a significant increase in workers' negotiation power and the consequent improvement of their wages, working time and various other dimensions of the employment relationship.

Of course, the positive aspects of collective bargaining are not limited to workers. From the employers' point of view, collective bargaining may also have multiple benefits, including the promotion of greater stability and predictability in the operations of firms, with higher levels of collaboration with workers, resulting in higher productivity and profitability. In other words, collective bargaining may not only redistribute income between productive factors – and promote a greater balance between them – as well as lead to the growth of the incomes and living standards of all parties involved. The latter may involve the alleviation of transaction costs due to asymmetric information and holdup. Such ability of collective bargaining to increase the productivity of companies is probably a key driver of its success or lack thereof.

On the other hand, several potential negative effects of collective bargaining have also been pointed out. These include the weakening of the link between productivity and wages in companies (notably in collective bargaining of sectoral level and in times of low inflation); and the protection of the interests of employed workers (especially in the public sector and in industries with high product market rents) to the detriment of the interests of other unrepresented workers (including their employment opportunities). The extensions of sectoral collective contracts to non-affiliated companies and workers can also have negative impacts at various levels, especially when the representativeness of the social partners is low.³

In any case, the working conditions applicable in each country result not only from collective contracts in force, but also from basic labour legislation, adopted by their own legislative bodies. In contrast with collective bargaining, that tends to promote the differentiation of labour conditions according to the characteristics of each company or sector, the legislation as a source of labour law implies a large deal of harmonisation of labour conditions throughout the country and in all sectors of activity.

This duality between basic, national legislation and collective bargaining deserves attention in the legal and economic literatures and in the political debate itself as it can generate important effects. In fact, it is not possible to understand the economic and social impact of one dimension without taking into account the other as they can interact in important ways. For example, it is possible that normative frameworks in which national legislation is more comprehensive will lead to a reduction in the regulatory space available to collective bargaining and its actors.

This study examines this issue – the interaction between basic legislation and collective bargaining – using an innovative methodology. We conduct a detailed comparison between the contents of a number of sectoral collective agreements and the applicable basic labour legislation, considering the same working conditions in the two cases. (See Ash et al (2019) for a related contribution, based on a data-driven analysis of firm-level collective agreements in Canada.) Our perspective is multi-disciplinary, based on industrial relations, labour economics and labour law.

³ The literature on the impacts of collective bargaining on economic performance is vast. Some important contributions include Calmfors and Driffill (1988), Dustmann et al (2014), MacLeod (2011), and Fougere et al (2016).

This approach allows us to ascertain what is the effective value added that results from collective bargaining – what it changes in the employment relationship in relation to what is established in the base (statutory) legislation. We also seek to promote a debate about the advantages and disadvantages of different combinations between these two sources of labour law, based on different potential weights of each one in shaping overall working conditions.

The empirical evidence we collect is focused on the case of Portugal, a country in which trade union membership in the private sector is relatively low (10%) and declining. However, through widespread extension orders, collective bargaining covers approximately 90% of employees. The latter figure reflects the fact that collective bargaining – and social dialogue – tend to be valued by all political actors.⁴

It is important to note that, for historical and political reasons, base labour legislation in Portugal is extensive and detailed. Throughout its more than 560 articles, the country's Labour Code ('Código do Trabalho' or CdT, henceforth) establishes norms on several aspects of employment relationships. In this sense, Portugal is a particularly interesting case to study the interaction between base legislation and collective bargaining: given the comprehensive nature of base employment law, does collective bargaining add little? Or is collective bargaining pushed to be even more comprehensive, given the extent of base law?

Future studies may consider the case of other countries, drawing on the methodology we propose here. For instance, it would be interesting to consider the cases of countries where base employment law is less detailed than in Portugal. Such studies could examine the extent to which the collective bargaining of these countries tends to add more value than in the case of countries like Portugal, where base labour law is more detailed.

Our empirical analysis in this paper focuses on a set of six collective agreements, selected to exhibit a significant level of variability and therefore be potentially more representative of collective bargaining in the country. Specifically, these collective contracts encompass different sectors of activity (secondary and tertiary), with different levels of exposure to international competition (a factor potentially relevant to the creation of rents that can then be shared with employees through collective bargaining), varying numbers of companies and workers conducting the bargaining, and subscribed by unions affiliated in the two main confederations (UGT and CGTP).

At the same time, in our selection of collective agreements, we have also focused on more prosperous sectors, where collective bargaining is more frequent and may result in more generous and differentiated conditions in relation to the CdT. Our motivation for this choice is to bias our analysis, in the sense of making it more likely to find a significant added value of collective bargaining. This follows from the assumption that, as discussed, the large coverage of base employment law in Portugal may have a negative effect on the added value of collective agreements.

Specifically, in our analysis, we consider the following sectors: metalwork (two agreements), footwear, construction, hospitality and tourism, and finance. In all cases, we examine the versions of the contracts in force between mid-2009 and mid-2011, a period in which the CdT was unchanged (before and after the reforms introduced in early 2009 and in 2012). This choice

4 Several studies have examined collective bargaining in Portugal over different periods of time, including Addison et al (2015), Barreto and Naumann (1998), Campos Lima (2014), Campos Lima and Artiles (2011), Hijzen et al (2019), Leitão (2001), Martins et al (2012), Ramalho (2013), Sousa (2009) and Távora and González (2016). See also Martins (2018b) for a study of labour market power in Portugal, which can be mitigated by trade unions.

allows us to better compare the six selected collective contracts amongst them and against the CdT, insofar as the reference base of the labour legislation is the same. Moreover, this is a period of some macroeconomic stability, after the international financial crisis (2007/2009) and before the European sovereign debt crisis (2011/2013) – see Blanchard (2007) for a description of the economic context of the country before these crises.

Our analysis also focused on eight key labour law areas: hirings, fixed-term contracts, workplace organisation, work time, work suspension, remuneration provisions (excluding minimum wages schedules), discipline, and union rights. According to our reading of the agreements, these eight dimensions account for between half and two thirds of their contents. In our view, the number of agreements and their share of their contents that we analysed represent a good choice in terms of the trade-off between the two dimensions in the context of our goal of analysing agreements in depth and width while facing the natural constraints in terms of time available for the analysis and regarding the readability of the study.

Also note that we exclude from our analysis the dimension that results from the minimum wage tables (the list of minimum wages for the different professional groups in each sector and or region) as we want to focus on the fundamental labour law aspects of collective bargaining. However, we consider several wage-related components of labour law, such as overtime premiums and severance pay.

From the analysis of the six conventions and eight areas mentioned above, we obtain more than 383 standards that we examine. In our main results, we conclude that a large percentage and over half of these standards – 62% – corresponds to the exact transcription or a very similar version of the equivalent standards in the CdT. We also found that only about 25% of all the standards contained in the selected conventions offer more rights to workers, compared to the CdT. The percentage of cases in which the standards of the CdT are revised in a less favourable direction (again from the perspective of the worker) is even lower, of only 12%. We conclude that, with the exception of the minimum wage tables, which are not examined here, collective bargaining in Portugal adds relatively little value to base labour legislation.

These results deserve reflection in terms of the future of collective bargaining in Portugal, and in other countries that may be found to be similar, possibly especially in southern Europe. Promoting collective bargaining may benefit from a different approach by national legislative bodies, with a view to creating greater negotiating space for dialogue between firm and worker representatives. These results also illustrate the first application of the new methodology proposed here, which aims to evaluate the effective value added of collective bargaining. This template can be applied to other collective conventions, notably from other countries, so that a wider international understanding of this issue can be gained.

The structure of the rest of the paper is as follows: In section 2 we describe the legislative framework for collective bargaining resulting from the CdT. We then present the six collective contracts analysed (section 3). In section 4 we compare these six collective contracts with the CdT, based on our detailed reading of its various clauses over the eight dimensions mentioned above. Finally, in section 5 we discuss the results obtained.

2. Legal framework context

Before our main analysis, we begin by presenting an overview of labour law in Portugal, focusing on the regulations set by the CdT (the Labour Code) on collective agreements or, more precisely, any '[legal] instruments for the regulation of working conditions' (IRCTs). Indeed, besides setting up a number of base working conditions, the CdT also establishes the interplay between itself

and collective bargaining, by defining the domains of bargaining of the latter (including the areas in which collective bargaining can reverse the provisions of the CdT itself).

In a key point, stated as early as in its article 2, the CdT (Law 7/2009) stipulates that the employment contract is subject to IRCTs, which are regarded as a source of employment law. In other words, employment law is created not only through the CdT itself (which corresponds to base law) but also through collective agreements. As indicated above, the purpose of this study is to assess to what extent the latter effectively add to the former in terms of the applicable labour law in a given country, Portugal in this case.

The CdT establishes that IRCTs may be bargained or not. The first type includes collective agreements ('convenções coletivas', which constitute the main focus of this study) – by far the most important category so that we henceforth use 'IRCT', 'collective agreement' or 'convention' interchangeably – but also accession agreements and voluntary arbitration proceedings; the non-bargained IRCTs includes extension ordinances ('portarias de extensão', which we discuss below), working conditions ordinances and mandatory or necessary arbitration proceedings.

Collective agreements may be of three different types, depending on the nature of the subscribing bargaining parties: 'Collective contract' ('Contrato coletivo', between one or more trade unions and at least one employers association), 'Collective agreement' ('Acordo coletivo', between one or more trade unions and several firms) and 'Company agreement' ('Acordo de empresa', between one or more trade unions and a single firm). Our study focuses almost exclusively on the first type of collective bargaining agreement, given its overwhelming importance in the context of Portugal, not only in terms of their number, but also in terms of the numbers of workers (directly and indirectly) covered by them. Also note that, according to the CdT, collective agreements (of the three types above) can only be bargained with trade unions on the workers side, even if workers council also exist.

The CdT also regulates the relations between the two sources of labour law (article 3). There are three types of cases: when collective agreements can only improve on working conditions set by the CdT (from the employed worker's perspective), when collective agreements cannot adjust in any direction the provisions of the CdT, and when collective agreements can adjust the CdT provisions in either a more or less generous direction. The first case (adjustments can only be made if more generous for the worker) includes the following:

- Personality rights, equality and non-discrimination;
- Parenthood protection;
- Child labour;
- Disabled workers;
- Student workers;
- Employers' information duties;
- Limits on the duration of normal daily and weekly work periods;
- Minimum duration of rest periods, including the annual vacation period;
- Maximum duration of night work;
- Form of fulfilment and guarantees of retribution;
- Prevention and compensation regarding occupational accidents and diseases;
- Firm or establishment transmission;
- Rights of elected representatives of workers.

The second case, when the CdT standards are mandatory and therefore cannot be pushed away by collective agreements, in any direction – and that therefore have not been analysed here –

include the justification and duration of absences; and the termination of the employment contract (except for the criteria for the definition of severance, procedural and notice deadlines, within limits).

Lastly, the cases when conditions can be adjusted in either direction through collective bargaining are all the remaining areas. While the CdT does not list exhaustively all cases, a number of them are highlighted occasionally in the CdT. The area of working time is where more of these situations occur, namely when the CdT indicates explicitly that the IRCT may be less favourable than the CdT - e.g. through increases in the normal working period, in the average weekly work duration, and in overtime limits, as well as shorter breaks between work periods.

There are also cases in which the CdT predicts that the IRCT may withdraw the entire legal regime set by the CdT. An example is workplace transfer procedures, when the collective agreement may establish new provisions on the necessary formalities, motives, cost regime, time duration, etc. This also applies in the case of work discipline, as the IRCT can increase the penalty imposed on workers. In the case of remuneration, the IRCT can define the payment of overtime and night work in different way.

An important point to add is that, while the CdT allows for some provisions to be revised in a downward sense, reducing the rights of workers in those domains, it also requires that the resulting new IRCT (or new version of an existing IRCT) includes a reference in its text to its overall more favourable character for workers (article 503 (2)). In other words, the CdT does not formally allow for forms of concession bargaining whereby working conditions are reduced in some domains, without sufficient compensation in terms of improvements in other areas.

Of course, one may also argue that the fact that a trade union signs an agreement would mean that, in net terms, compared to the existing alternatives, such agreements corresponds to an improvement. Moreover, if a new agreement offers worse conditions but that is important to save jobs that otherwise would be terminated, such new agreement can also be regarded to be better than the previous one, at least for the workers that otherwise would lose their jobs. In the end, this requirement in the CdT may, if anything, reduce the scope for flexibility in working conditions in collective agreements, thus reducing their potential value added.

I. Extension Ordinances

Extension ordinances (articles 514 to 516) are a legal instrument to widen the working and wage conditions of an IRCT towards workers not affiliated with the subscribing unions and or not employed by firms not affiliated with the associations of employers, but who are employed in the sectoral and or professional and or regional of the collective agreement. These ordinances are issued by the Labour minister, after the 'consideration of any relevant social and economic circumstances'. Virtually all sectoral collective agreements are subject to these extensions, making them an IRCT of great importance in collective bargaining in Portugal.⁵

⁵ Note that the Council of Ministers resolution 82/2017 (replacing 90/2012 and 43/2014 resolutions) listed a number of indicators that need to be considered before issuing such extensions: (i) the impact on the wage mass of the workers covered, (ii) the wage increase of workers, (iii) the impact on the wage range and the reduction of inequalities, (iv) the percentage of workers to be covered (in total and by gender) and (v) the proportion of women to cover. Previous versions of this legal text (in force between 2012 and 2014) required that the employers' association which subscribed to the collective agreement should employ at least 50% of the workers in the area of activity, within the geographical, personal and professional relevance of the collective agreement, which contributed to a significant decline in the number of extensions.

The widespread nature of extensions raises important questions about the legal nature of pay equality. Here, the CdT establishes (article 270) that: ‘in determining the value of the remuneration, the quantity, nature and quality of the work should be taken into account, observing the principle that, for equal work or equal value, equal pay’. This same principle is explained in the Constitution, in particular in its articles 13 and 59. However, this remuneration equality principle is not absolute – and the application of collective bargaining conventions demonstrates this. It has been uniformly accepted, in the doctrine and jurisprudence, that it is possible that wage differentiation exists between workers with the same functions, if those are based on an objective reason – such as, for example, the existence of an applicable IRCT.

This means that it is possible that, for the same professional category, functions, amount of work and quality, two workers are paid differently because one is applying a collective agreement and the other is not, notably in a pre-ordinance extension context. It should also be taken into account that this is one of the advantages of a worker being affiliated with a union – the possibility of having a higher salary or other wage components – an advantage that is mitigated by the existence of extension ordinances.⁶

II. Agreement Validity

Another relevant dimension of collective agreements is their temporal scope and the legal mechanisms for their revision or revocation. Currently, an agreement may cease its validity for expiry or non-renewal reasons, in the case of agreements with a limited term, or for revocation by agreement of the parties.

There is an important additional case concerning agreements which include a so-called “eternalisation” clause. These clauses require that such agreements can only be terminated if they are replaced by another agreement, as established in the labour law applicable up to 2003. Indeed, until then, the Legal Regime of Collective Labour Relations (“LRCT”, Law-Decree 519-C1/79) did not allow for the unilateral termination of collective agreements. In other words, up to 2003 a convention could only be revoked if it was replaced by another one with which both subscribers agreed to, which may have contributed to some rigidity in the revision of existing collective agreements.

To promote continuing bargaining, the CdT introduced in 2003 the expiration of the abovementioned “eternalisation” clauses and thus of the underlying agreements (article 501). This process consists of a period in which the convention remains in full force, including two phases: three years (Law 55/2014; five years before) after a party indicates they want to revoke the agreement or makes a proposal to revise the abovementioned clause or the date of the previous full publication of the agreement; and a second phase, which is said to be of “survival” (“sobrevigência”), of at least 12 months (18 months before 2014), during the negotiation of a potential revision, including conciliation, mediation or voluntary arbitration.

In general, it is important to note that several of the contents of a collective agreement that is revoked remain in force for continuing workers until a new agreement is established (article 501). These working conditions include the remuneration of the worker, their work time, as well as social security type protection schemes included in the agreement. On the other hand,

⁶ Extensions have recently been subject to considerable interest in the economics literature, including contributions such as Haucap et al (2001), Hijzen and Martins (2016), Magruder (2012), Martins (2014), and Visser (2016b). See also Van Ours et al (2016) for a specific analysis of the case of Greece, including other dimensions of collective bargaining.

workers hired after the end of the collective agreement will no longer necessarily be entitled to those working conditions.

III. Theoretical Hypotheses

Having described the legal context to collective bargaining in Portugal, we now present a number of theoretical hypotheses that motivate and shape our empirical analysis. Firstly, we consider that, if on the one hand the CdT is particularly broad in terms of the topics it covers, the legislator in Portugal also left a significant space for changes derived from collective bargaining, in addition to minimum wage tables. This is the case even when excluding the working condition areas in which such amendments can only be made in the sense of improving conditions for workers.

On the other hand, it should be noted that studies in the field of behavioural economics suggest important effects in "loss aversion" and "reference dependence". In other words, and in the particular context of collective bargaining, the existence of reference parameterization resulting from a context of extended labour legislation such as that in the CdT may restrict the scope for negotiation. As a number of rights for workers in specific areas have already been established by the CdT, trade unions may have little or no predisposition to abdicate these rights even if in exchange for additional benefits in other areas. The psychological cost of the reduction of rights in relation to the initial values established in the CdT can be so high that it ends up making gains in other areas unviable, leading to diminished dynamics and diversification of collective bargaining agreements in relation to the original parameters set out in base labour law.

Note also the potential 'vicious circle' that results from the widespread issuance of extension ordinances, by discouraging trade union membership, insofar as all workers end up being covered by the collective agreement negotiated by the trade union, including unaffiliated workers (that do not pay the respective union dues). On the other hand, it should be noted the positive effect of these ordinances on the level of predisposition of some employers' associations for collective bargaining – to the extent that the ordinances oblige non-affiliated companies (generally newer and less productive) to raise their salaries and prices, thus creating an important competitive advantage for older companies, already installed in their markets. In any case, we believe that the net effect of the extension ordinances, in the medium and long term, can be negative, both in the unions and in the collective bargaining. This perspective is consistent with the diminishing union membership trend that has been verified in recent decades.⁷

Finally, the potential impact of the restrictions on the unilateral repeal of some conventions is potentially also relevant, despite the legal measures introduced to mitigate this aspect. On the one hand, more restrictive conditions, involving "eternalization clauses", may have provided greater bargaining power for trade unions, compared to a contrafactual where such clauses do not exist. This may have led to a higher level of differentiation in relation to the CdT, notably through more generous standards for workers. On the other hand, such restrictions may have reduced the modernisation of the agreements and their adequacy to the evolving contexts of the economy and the sector in which they operate. This second effect implies a lower

⁷ However, other explanatory factors can also be taken into account. These include the growth of the services sector, namely through "outsourcing" phenomena and an increase in the weight of independent work, in which the level of unionisation tends to be lower; and the increased competition following from globalisation and the privatisation of public undertakings, which may have reduced the economic rents that trade unions can help to distribute.

differentiation of the collective agreements compared to the CdT. The overall effect of these restrictions on the unilateral repeal of agreements on their value added is therefore ambiguous.

3. Collective Agreements Analysis

After providing the legal framework for collective bargaining in Portugal, as well as some hypotheses about its added value in relation to labour legislation, we now present the selected agreements that we examine. As we indicated before, as it is not possible to develop a thorough analysis of all the collective agreements in force in Portugal – and not even a random sample with a significant numerical dimension –, we proceed to the selection of six cases. As also indicated before, we have sought to select a diverse set of agreements in multiple dimensions. For example, we consider agreements that cover both the secondary as well as the tertiary sectors, but in all cases with high levels of coverage of workers and businesses. This last criterion led us to exclude company (or holding-level) agreements as well as those of regional (or occupational) scope. We have also sought to ensure that, on the side of workers, the two main confederations (CGTP and UGT) were represented through unions that are affiliated with them.

In this context, we have selected the following six collective agreements:

- a. Collective agreement between AIMMAP, Association of Metallurgical, Metalwork and Similar Activities of Portugal, and SINDEL, National Union of Industry and Energy, and others;
- b. Collective agreement between APHORT, Portuguese Association of Hospitality, Restaurants and Tourism, and FESAHT, Federation of Trade Unions of Agriculture, Food, Beverages, Hospitality and Tourism of Portugal
- c. Collective agreement between FENAME, the National Metal Federation, and FETESE, the Federation of Labour Unions of Services, and others;
- d. Collective agreement between AECOPS, Association of Construction Companies and Public Works and Related Services and Other Activities, and other and SETACCOP, Construction, Public works and Related Services Union, and others;
- e. Collective agreement between APICCAPS, Portuguese Association of Footwear Industrialists, Components, Leather and Substitutes, and SINDEQ, the Democratic Union of Energy, Chemistry, Textiles and Various Industries, and SITEMAQ, Union of Master and Seafarers of the Merchant Navy, Energy and Campfires;
- f. Collective agreement between several financial firms and FEBASE, Federation of the Financial Sector.

In a first analysis, we describe the economic activity classifications (CAE) referred to in each convention, denoted only by the acronym of the respective employer association (except in the case of the financial sector), as well as our analysis of its predominance in terms of secondary or tertiary sector:

Table 1 – List of agreements and their industry codes

Collective agreements	Industry codes (CAE)	Sector
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AIMMAP	27-Base Metallurgical industries 28-Manufacture of metal products, except machinery and equipment 29-Manufacture of machinery and equipment 331-Manufacture of medical-surgical and orthopaedic materials	Secondary
APHORT	551-Hotel establishments	Tertiary
FENAME	27-Base Metallurgical industries 28-Manufacture of metal products, except machinery and equipment 29-Manufacture of machinery and equipment 331-Manufacture of medical-surgical and orthopaedic materials	Secondary
AECOPS	45-Construction	Secondary
APICCAPS	1824-confection of other articles and clothing accessories 192-Manufacture of travel and personal use articles, of Moroccan goods, of a saddle and of saddlery 193-Footwear industry 51422-Wholesale of footwear	Secondary (Includes tertiary)
Finance	65-financial intermediation, except insurance and pension funds	Tertiary

This analysis underlines the potential diversity of economic sectors of collective agreements. In several cases, there is not necessarily an immediate correspondence between a specific sector of activity (according to national or international industry classifications) and a collective agreement. In some cases, agreements include industry codes defined at various levels, not only the two-, but also the three-, four-, or even five-digit level. Note also the particular case of the APICCAPS collective agreement, that includes both the secondary sector (three streams) as well as the tertiary sector (a commercial strand of the product produced through "wholesale shoe trade" (51422)).

With regard to the integration of employers' associations in confederations, AIMMAP and APICCAPS are associated with the Business Confederation of Portugal (CIP), AECOPS in the Portuguese Confederation of Construction and Real Estate (CPCI) and APHORT in the Portuguese Confederation of Tourism (CTP). It was not possible to confirm the case of FENAME but we believe it is also associated with CIP. Regarding the unions, FESAHT is affiliated with CGTP (General Confederation of Workers Portuguese) and the other unions with UGT (General Union of Workers).

In terms of the number of workers and companies directly covered by the agreements (the number of union members in the trade unions and of employees in those firms, as well as the number of firms affiliated in the employer associations, prior to the extension ordinances), we present the values indicated in the contracts, at publication date, in Table 2 (columns 2 and 3).

Table 2 – Number of undertakings and workers by convention

Collective Agreement	Firms (CA)	Workers (CA)	Firms (QP)	Workers (QP)
CCT AIMMAP	1,000	50,000	-	-
CCT APHORT	4,900	30,043	-	-

CCT FENAME	947	33,657	-	-
CCT AECOPS	18,517	300,000	34,159	276,539
CCT APICCAPS	600	17,000	1,710	36,445
Finance ACT	28	54,360	82	33,086

These values underline the diversity of the agreements analysed, ranging from only 28 companies to more than 18,000. The number of workers also varies significantly, between 17,000 and 300,000. It should be noted that it is unclear whether this last information, provided by the subscribing parties, refers to the total number of employees in the companies represented, or the total number of workers affiliated with the unions, or the total number of workers in the sectors covered by the conventions. Note also the rounded nature of these numbers, which may indicate that these are estimates of the numbers of companies and workers in the sectors, already anticipating or not the extensions.

Columns 4 and 5 of Table 2 present information on the number of companies and workers associated with each collective agreement obtained through the statistical information from 'Quadros de Pessoal' (Personnel Records), a compulsory survey of all firms in the country, collected by the Labour Ministry, for October 2010. This survey includes an indication of the agreement applicable to each worker of each company, which we managed to match to three of the six agreements. In these three cases we have identified significant discrepancies in the number of workers and companies, potentially due to the role of extensions.

Our focus on large collective agreements allows, on the one hand, to analyse those that represent a large share of the working conditions applicable to employees in the country. On the other hand, these agreements should also denote a higher probability of dynamism and innovation with respect to the CdT. As already mentioned, the last aspect leads us to think that any bias of our analysis in relation to the universe of collective bargaining in the country is in the direction of over-estimating its value added. In this sense, evidence of little value added from this study is likely to hold if a wider range of agreements were considered instead.

Following the criteria described above, we only consider agreements published over the period between 17 February 2009 (entry into force of the 2009 revision of the CdT) and 1 November 2011 (entry into force of the 2011 amendments to the CdT). We can therefore compare the agreements with a common, unchanged version of the CdT, while at the same time enjoying some relative economic stability, in the final phase or after the economic and financial crisis of 2008/2009 and before the sovereign debt crisis of 2011/2013, which can support more value added in collective bargaining, again biasing our analysis in the same direction as before.

Table 3 presents several characteristics of the selected agreements, including the full list of bargaining parties, the date the version we analyse was published, when they came into force, when the minimum wage table came into force (which can be a different time – usually earlier – than the other provisions of the agreement), and the date the extension was published (and when the minimum wages were subject to the extension, which again can happen at a different time). We also indicate the current version of the agreement (as of 2019) as well as its first version. Throughout the table, 'BTE no X' refers to the number ('X') and date of the official bulletin issued by the Ministry of Labour that publishes the agreements (in day/month/year format).

Table 3 – Description of each selected agreement

	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
IRCT type	Sectoral	Sectoral	Sectoral	Sectoral	Sectoral	Several firms
Employer Associations	AIMMAP	APHORT	FENAME	AECOPS, AICE, AICCOPN, ANEOP	APPICAPS	Several firms
Trade Unions	SINDEL, FETESE, SITESC	FESAHT	FETESE, STVSIH, SINDEL, SITESC	SETACOOOP, SITESC	SINDEQ, SITEMAQ	FEBASE
Publication date	BTE No. 10, 15/3/2010	BTE No. 40, 29/10/2011	BTE No. 33, 8/9/2009	BTE No. 17, 08/05/2010	BTE No. 16, 29/4/2010	BTE No. 3, 22/1/2011
Entry into force	20/03/2010	03/11/2011	13/09/2009	01/06/2010	04/05/2010	22/01/2011
Entry into force - wage table	01/02/2010	01/01/2011	01/04/2009	01/01/2010	01/02/2010	01/01/2011
Publication of the extension	BTE No. 24, 29/06/2010	/	BTE No. 15, 22/04/2010	BTE No. 27, 22/07/2010	BTE No. 30, 15/08/2010	/
Retroactivity of the extension	1/02/2010	/	1/4/2009	1/1/2010	1/2/2010	/
Subsequent wage changes	BTE No. 1 08/01/2013, No. 32, 29/08/2014 and No. 21, 08/06/2016	/	/	BTE No. 29, 08/08/2011	BTE No. 26, 15/07/2011, No. 2, 15/01/2015 and No. 30, 15/08/2016	BTE No. 8, 29/02/2012
Current IRCT	BTE No. 21, 8/6/2016	Same	BTE No. 36, 29/9/2016	Same	BTE No. 30 of 15/08/2016	BTE No. 29, 08/08/2016
First version	BTE No. 15, 22/04/2002	BTE No. 29, 08/08/1998	BTE No. 17, 08/05/1999	BTE No. 15, 22/04/2002	BTE No. 45, 08/12/2006	BTE No. 31, 22/08/1990

Several interesting findings can be obtained from the table. First, agreements are commonly established between multiple parties, especially on the union side. Only two of the six agreements have a single trade union as their subscriber, while the remaining four have two, three or four trade unions subscribing the agreement. On the employers' side, only in one case is there more than one employer association involved in the bargaining.

Second, while the agreements formally enter into force only a few days or weeks after their publication, the minimum wage tables are applied retroactively, sometimes over a period of several months. Employers will therefore be required to pay the corresponding wage increments not only from the date the agreements enters into force onwards but also over the earlier period (in the latter case only for workers employed then).

Third, four of the five sectoral agreements were subject to an extension. Moreover, three (FENAME, AECOPS and APICCAPS) are 'external-oriented' – including workers in non-affiliated firms – while one (AIMMAP) is 'internal-oriented' – only applying to non-affiliated workers in affiliated firms.

Finally, four of the six agreements have been revised over the last ten years, while the remaining two have since been replaced by new agreements or been discontinued. Three of the agreements were originally established in the 1990s, while the remaining three were created in

2002 or 2006. We also note that, as to the eternalisation clause, only the FEBASE agreement – which is precisely the oldest of the six – includes such provision.

4. Analysis of comparative results

We now turn to the main contribution of our study, in which we examine the legal provisions of each agreements and compare them with the CdT, in terms of the following eight dimensions: hirings, fixed-term contracts, workplace provisions, working time provisions, suspension of work, remuneration, discipline, trade union rights. While agreements certainly cover additional aspects, we believed these are the most important ones. We also do not cover the internal regulations of specific firms, which may complement in some cases the provisions of collective agreements studied here, but which are beyond the scope of our study as they are not legally regarded as sources of labour law.

Our main analysis is detailed in Annex I, in which we present the norms in each convention in the various dimensions considered. Here, with a view to providing a more concise capture of the complex information in the annex, we present only a summary of the contents of the agreements, in terms of their greater or lesser generosity in relation to what is laid down in the CdT. In particular, we considered the following colour code and symbols:

Table 4 – Codes used in comparisons of collective agreements

	= CdT and agreement set the same rule, with the same text (includes cases of remission to law or CdT, so indicated)
	≠ CdT and agreement set the same rule, with different text
	> Convention provides for more favourable rules in the perspective of the worker
	< Agreement provides for less favourable rules in the perspective of the worker
	≠ CdT and agreement set different rules, being difficult to establish favourability
	NP: Agreement does not provide for any rules on the matter (but provided for in CdT)

We begin our analysis considering the collective bargaining domain concerning hirings and, in particular, the provisions regarding the trial period. From table 5, we conclude that, in general terms, the hirings area is a dimension of collective bargaining that is either unregulated or regulated with the same wording as the CdT. The only two exceptions are marginal but which we registered as improvements from the workers' perspectives. These changes with respect to the CdT involve slightly differentiated or longer trial periods in some cases, which may facilitate permanent appointments by allowing a longer period of time for new employees to persuade their employers regarding the quality of their match with the firm.

Table 5 – Comparison of collective agreements and CdT: Hiring

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
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Minimum admission conditions	16 years	≠	≠	≠	≠	=	≠
Trial period							
I. Duration (Open-ended contract)	-General cases: 90 days	=	>	=	≠	=	>
	-Technical complexity/trust positions: 180 days	=	≠			=	
	-Senior management: 240 days	=	≠			=	
II. Duration (Fixed-term contract)	-Contract < 6 months: 15 days	=	=		=	=	Np
	-Contract ≥ 6 months: 30 days	=	=		=	=	Np
III. Exemption or exclusion	Pre-term/temporary contract/provision of services	Np	<		Np	=	Np
IV. Notice period	= < 60 days trial period: 7 days	=	Np		Np	=	Np
	= or < 120 days trial per.: 15 days	=	Np		Np	=	Np

We now turn our attention to fixed-term hiring (as opposed to open-ended appointments). As the CdT is relatively restrictive as to terminations of open-ended contracts (particularly in dismissals for worker performance reasons – see Martins 2009), many firms make considerable use of fixed-term contracts. This in turn makes their regulation, in the CdT or in collective bargaining, potentially very relevant.

Table 6 – Comparison of collective agreements and CdT: Fixed-term hiring

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Motives	Substituting workers on leave	=	=	Reference to CdT	Np	Np	=
	Seasonal or other activity whose annual production cycle presents irregularities	=	Np		Np		=
	Exceptional activity Increase	=	=		Np		=
	Occasional task execution	=	=		Np		=

	Execution of work, project or other defined and temporary activity	=	Np		=		=
	Launching new activity for uncertain duration	=	=		Np		=
	Start of company work with fewer than 750 workers	Np	= (No workers requirement)		Np		= (No workers requirement)
	Hiring worker looking for first job/in a long-term unemployment situation	=	=		Np		=
Additional motives:		<	<	Np	<	Np	Np
		<	<				
		<	/		/		
		<					
Maximum duration	Person looking for first job: 18 months	=	=	Reference to CdT	=	Np	=
	Launching of new activity, beginning of work or long-term unemployment: 2 years	≠	=		=		=
	Remaining cases: 3 years	=	=		=		=
Renewal	Maximum 3 times	Np	=		=	Np	Np
Successive contracts	Impediment to more than 1/3 of the duration of the contract	=	=		=	Np	Np

Examining the summary results presented in table 6, we conclude that while fixed-term contracts regulations are part of collective agreements, most of those norms establish equal or essentially similar provisions compared to the CdT. In only a few cases, especially that of AIMMAP, is there some widening of the list of legal valid motives for fixed-term appointments. We consider these cases to be unfavourable to workers as we believe that, without such additional motives, the worker would instead be hired under an open-ended contract. This view follows from the fact that the available list of motives is already particularly comprehensive.

The third dimension we consider concerns workplace issues, in particular the scope that firms have to relocate workers between geographical locations. This may be motivated by changes in the demand conditions faced by the firm or by production-related reasons, for instance. On the other hand, this may not be in the interest of some of the workers affected.

Table 7 – Comparison of collective agreements and CdT: Workplace

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Geographic mobility (Firm's initiative)		>					
I. Plea	In the event of a change of location or extinction of the establishment	=	=	Np	=	=	=
	When another reason for the company's interest requires it and the transfer does not imply serious injury to the worker	>	=	Np	>	=	=
Additional Motives		Np	<	Np	Np	Np	<
			<				≠ by agreement
			<				≠
II. Formal aspects	Written + pre-notice 8 days (temporary transfer) or 30 days (definitive transfer)	>	>	<	<	=	>
III. Duration	Temporary transfer: 6 months	<	Np	Np	Np	=	Np
IV. Costs	Increased travel costs + change of residence or accommodation	>	≠	Np	>	=	>

From our analysis, presented in Table 7, we conclude that workplace matters are regulated in the collective agreements that we examine, although again in many respects their provisions are equal or essentially identical to those of the CdT. At the level of the rationale for the workplace transfer, all but one agreement adds additional motives compared to the CdT. Some of these reasons are potentially unfavourable for the worker (by increasing the number of situations in which they have to accept to be transferred). However, some provisions are not: in the case of banking, there are additional foundations that are favourable to the worker, when requiring employers to accept requests made by the workers.

As to the formal aspects underpinning geographic mobility, some differences are beneficial for workers – either by requiring minimum content to the transfer agreement or by providing for more generous notice for such mobility. However, in some agreements (namely AECOPS and FENAME), there is a different type of flexibility – with FENAME allowing the exemption or reduction of the pre-warning and AECOPS establishing a 24-hour notice in case of temporary transfer and 10 days if definitive (much shorter than the 8 or 30 days, respectively, established in the CdT). Finally, we find that the duration of the transfer is a poorly regulated dimension, unlike its cost, which also tend to be more favourable from the workers' perspective.

Next we consider the critical case of working time, one of the most important working conditions, together with pay, for trade unions historically. Working time provisions include a number of different aspects, such as the standard number of hours of work and different types of worktime flexibility and its remuneration (see Martins 2017 for more on the case of overtime payments). We find – Table 8 – that, while these matters are regulated in the collective

agreements that we examine, many provisions are the same as in the CdT, while many others are not regulated at all.

Table 8 – Comparison of collective agreements and CdT: Working time

Matter	Ct	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Standard hours	8h/day and 40h/week	=	>	>	>	>	>
Adaptability							≠
I. Increase	4h/day and 60h/week	>	>	>	Np	>	
II. Average limit	Average 50h in 2 months	Np	Np	<	Np	Np	
III. Reference period (months)	Subsidiary: 4 Max: 12	>	>	>	>	>	
Weekly Rest	Minimum 1 day; mandatory on Sunday	=	>	>	Np	>	>
Daily rest	Minimum 11 consecutive hours	Np	=	Np	Np	Np	≠
Timetable exemption							>
I. Modalities	Not subject to maximum limits	Np	Np	Np	=	Np	Np
	Possibility of a certain increase in hours	Np	Np	Np	=		Np
	Following agreed work schedule	Np	Np	Np	=		Np
II. Motives	Senior management + support role	=	Np	Np	=		<
	Work performed outside working hours	=			=		<
	Teleworking/ activity outside firm	=			=		/
Additional Motives		<	Np	Np	<		/
		<			/		
Overtime							

I. Information	Provision of info to labour inspectorate	Np	Np	Np	Np	Np	>
II. Limits	Small firm: 175h/year *	<	<	=	<	<	≠
	Medium or Large firm: 150/year *			=			
	Part-time worker: 80h/year	Np	Np	Np	<	Np	Np
	Normal working day: 2h/day	=	=	=	=	=	>
	Weekly rest day or holiday: = Daily PNT	=	Np	=	=	Np	=
	Half day of complementary rest = ½ daily standard	=	Np	Np	Np	Np	Np
III. Exemption	Minors + attainable motives + expressly requested	=	=	<	≠	≠	≠
IV. Compensatory rest	Normal day/Complementary rest/holiday: 25% of the hours provided	=	<	Np	>	<	Np
	Mandatory rest day: 1 day	=		Np	=	=	Np
	Impeditive daily rest = hours of rest missing	=		Np	Np	Np	Np
Shifts				***			>
I. Shift change	After weekly rest	≠	<	=	=	=	≠
II. Rest	1 day in 7		Np	Np	Np	=	>
Night work							
Hours range	7am-11am	>	>	>	>	>	>

As to the normal working period, we find that the agreements considered here generally change the limits established in the CdT, making them (slightly) more favourable for the worker, for instance by allowing them to spread their working time over the week more flexibly.

An important additional dimension is the 'adaptability' scheme, allowing for the normal working period to be adjusted over time by the employer, thus offering greater flexibility (and potentially

lower costs) for the firm. We find a number of instances involving collective bargaining changes to this scheme that favour workers. This includes the introduction of a smaller increase in working time or a shorter reference period compared to the CdT. In other cases, we find no changes in relation to the CdT. The main exception is FENAME, with a less favourable regime (the average time of 50 hours per week is measured over a period of 3 months instead of 2, thus providing greater flexibility for employers to allocate additional hours of work depending on their need).

With regard to the rules on weekly rest, almost all agreements establish differences with respect to the CdT that are more favourable for the worker. On the other hand, the regulations regarding the daily rest between work days are equal to the CdT or absent.

As for the timetable exemption scheme, where workers do not have a fixed daily work schedule and may therefore have to work more hours in any given day than the standard limit (being subject to greater variability in working hours from day to day), we find additional grounds for this (notably in the cases of AECOPS and AIMMAP). On the general grounds for the scheme, the only difference is in the financial sector, which have them set more generally (allowing for a greater breadth of valid reasons). There is also a particularly beneficial rule for the worker in finance: the worker is entitled to financial compensation if this scheme is withdrawn by the employer.

With regard to supplementary work, we have found that, in general terms, either it is not foreseen, or it replicates the CdT standards. When differences exist, they are usually unfavourable for workers. As regards the matter of communication of working time provisions to the labour inspectorate, only the banking sector introduces changes, which may be regarded to be more favourable to the worker as they involve an increase in the frequency of communication. As for supplementary work, the differences are usually less favourable to workers, as there is an increase in maximum amount (annual limits) of such hours: workers may therefore be required to work additional hours.

With regard to the exemption from the provision of overtime, AECOPS and banking are potentially less favourable to workers, as they specifically determine the cases in which this exemption can be applied, in contrast to the CdT which mentions "attainable motives". As for compensatory rest, the agreements generally either do not regulate this aspect or have the same regulation as the CdT. AECOPS allows for the possibility that the worker chooses a remuneration with a premium of not less than 100% over the base rate instead of compensatory rest.

As regards to the shift regime, once again it either is not regulated in the bargaining agreements or simply replicates the CdT. The few exceptions include the case of APHORT which is less favourable for workers by giving more scope for firms to change shifts at short notice. On the other hand, banking introduces a more favourable change, imposing two days of rest between shifts (against only one day in the case of the CdT) and providing greater clarity for workers on the scope for shifts in their jobs.

Finally, as to night work, the agreements are usually more favourable to workers, given that this period is defined in a broader way. This format widens the access to the more generous safety rules and compensation levels that are paid during night work.

A related dimension of working time concerns the periods during which work is not required or not delivered. Again, we find several cases in which such working conditions are not adjusted or are simply the same as what is indicated in CdT. As explained before, while the absences regime is essentially imperative (collective bargaining cannot deviate from the CdT), there are

exceptions. For instance, with regard to holidays, only the banking agreement provides for a longer duration than that of the CdT, as all other cases replicate the provisions of the CdT or are not mentioned at all (Table 9).

Table 9 – Comparison of collective agreements and CdT: Work suspensions

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Bank holidays							
I. Mandatory	January 1, Holy Friday, Easter Sunday, April 25, May 1, Body of God, June 10, August 15, October 5, November 1, December 1, 8 and 25	=	>	=	=	=	=
II. Optional	By IRCT: Carnival and municipal holiday	>	≠	>	>	>	>
Holidays							
I. Duration	22 Working days	=	=	=	=	=	≠
II. Premium	-25 days: 0/1 absence -24 days: 2 absences -23 days: 3 absences	=	=	>	=	=	Np
III. Year of entry	2 days per month – after 6 months	=	=	=	=	=	Np
IV. Year of termination	2 days per month – after 6 months	=	Np	=	Reference to CdT	=	Np
Absences							
I. Proof of justification	Employer may request proof after 15 days of absence communication	NP deadline	=	Np	Np	Np	<
II. Effect - Justified	Loss of Retribution: -Disease -Work accident -Family Service -etc	=	<	<	Np	=	>

III. Effect - unjustified	Discount on seniority and retribution (or: Loss of vacation days/additional work)	=	<	=	Np	=	=
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In contrast, there are some differences in the case of the absence regime. In the justification of absences, the banking agreement differs from the CdT by not determining a deadline for the employer to request such justification, making this regime potentially less favourable for the worker. In the effects of justifiable absences, there are some differences as well: APHORT and FENAME are less favourable to workers, since they add absences for activities regarding trade union work as resulting in loss of remuneration or decrease the scope for family assistance without effects. In the case of banking, there are fewer types of justified absences that result in the loss of remuneration, which favours workers. APHORT also regulates unjustified absences in a less favourable way, establishing a limit of 18 days in some cases, instead of the 20-day limit of the CdT.

Remuneration (table 10) is another area that receives considerable interest in our collective agreements. Indeed, in our analysis we do not find any case of a less favourable standard (for the worker). However, many working conditions prove to be the same as the CdT, including many cases of exact replicas.

Table 10 – Comparison of collective agreements and CdT: remuneration

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Benefits included	-Regular and permanent benefits -Frequent expenses -Merit, performance or assiduity bonus	≠	≠	Np	>	Np	>
Benefits expressly excluded	-Cost allowance -Travel allowances -Transport costs -Installation allowances -Gratuities or extraordinary benefits	Np	=	Np	Np	Np	≠
Holidays allowance							
I. Value	Base pay + counterpart to provision of work	=	>	≠	=	≠	>
II. Date of payment	Before holidays	Np	=	>	>	=	=

Christmas allowance							
I. Value	= 1 month of pay	=	=	≠	=	=	>
II. Date of payment	Until Dec 15th	=	=	≠	=	=	≠
Shift allowance	Np	>	Np	>	>	Np	>
Remuneration Night Work	25% increase (equivalent work provided during day)	=	>	=	>	=	=
Work schedule exemption							
I. Not subject to standard schedule ceilings	1 hour supplementary work per day	>	>	Np	>	Np	>
II. Possibility of certain increase in normal hours	1 hour supplementary work per day						
III. Observance of agreed normal hours	2 hour supplementary work per week				≠		
Overtime							
I. Normal day	50% for 1st hour/75% for subsequent	=	>	>	=	=	>
II. Day of rest and holidays	100% per hour	=		>	>	=	>
Meal allowance	Np	>	>	>	>	>	>
Contract termination (objective reasons)			≠				
I. Amount	1 month of salary + seniority pay per year of seniority	Reference to CdT	Np	Reference to CdT	Np	Np	Np

II. Minimum value	3 months of salary + seniority						
Seniority Payments	Np	Np	>	Np	Np	Np	>

With regard to the benefits that are included or expressly excluded from the concept of pay, the clauses are essentially the same – although at times, with different phrasing. The only exception is the banking agreement, where the definition of pay for the purpose of the computation of a number of benefits (holidays pay, severance, etc) is slightly broader, which benefits workers.

With regard to holidays and Christmas allowances (annual salaries in Portugal are paid in 14 instalments, one per month plus these two allowances), there are extensive similarities with the CdT. In the case of the holidays allowance, some agreements offer better conditions for workers, as it includes not only base salary but also other components such as the work schedule exemption allowance. In AECOPS, the holidays allowance reference is ‘monthly remuneration’, which can correspond to the average total pay in previous months (and, again, not only base pay). As to the timing of the payment, FENAME and AECOPS are more favourable for the worker than the CdT because they are more specific about this aspect than the CdT (the worker faces less uncertainty as to the timing of this payment).

As to the shift regime, APHORT and APICCAPS do not discuss it at all, implying that workers engaged in this form of work organisation do not receive any extra pay for that. However, the remaining agreement establish a premium in these cases, in contrast to the CdT, which does not regulate such payments. With regard to the night allowance, only APHORT and AECOPS offer better conditions than the CdT (while the remaining instruments simply replicate the CdT).

The remuneration due for work schedule exemption (mandatory by law – article 265 of the CdT – but substitutable by an IRCT) is usually more favourable to the worker in the collective agreements analysed, and only FENAME and APICCAPS do not have it, perhaps because it is not used frequently in those industries. In contrast, the payment of overtime is regulated in all collective agreements, with better conditions in all cases except AIMMAP and APICAPS (which simply replicate the provisions of the CdT). Moreover, while the meal allowance is not established in the CdT, all collective agreements provide for it, albeit with different values – and with APHORT determining that its payment be in kind.

Concerning the matter of individual employment contract termination (specifically on objective or economic grounds), we find that it is either not foreseen in agreements, or they simply replicate the CdT (or refer to it). Lastly, with regard to the tenure premia, it is not regulated in the CdT but banking and APHORT provide for it.

We now turn our attention to matters related to discipline (table 11). Once again, our collective agreements replicate in many cases what is already established in the CdT. Still, it is possible to find some differences (most of which in a more favourable sense for the worker). This is despite the fact that, while the CdT (article 328) allows certain limits imposed on disciplinary sanctions (such as pecuniary penalties cannot exceed one-third of the daily remuneration and, in each calendar year, 30 days of remuneration), these values can be changed by collective bargaining.

Table 11 – Comparison of collective agreements and CdT: discipline

Matter	Ct	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Disciplinary sanctions	-Simple rebuthe; -Registered rebuked; -Pecuniary penalty; -Loss of vacation days; -Suspension of work with loss of retribution and seniority; -Dismissal without compensation or compensation	>	=	=	Np	=	>
Prescription	1 years after the infringement or the term of the criminal offence	=	=	Reference to CdT	Np	=	=
Deadline to initiate disciplinary procedure	60 days since knowledge of the facts by the disciplinary power holder	=	=	Reference to CdT	Np	=	=
Worker response deadline	In case of dismissal: 10 working days	Np	=	Reference to CdT	Np	=	>
Deadline to apply sanction	3 months after the issuance of the decision	<	<	Reference to CdT	Np	=	=

Some of the differences observed include the case of AIMMAP, which does not provide for a pecuniary penalty, which we consider to be more beneficial for the worker. In banking, the worker's response time to a disciplinary procedure is increased to 15 working days, while the loss of retribution and seniority is reduced. Moreover, the suspension of union representatives does not preclude them from having access to the sites and activities to exercise their roles as such.

Finally, we consider the trade union rights dimension (table 11) – see Martins (2018b) for an overview of some of the legal aspects in this dimension. Again, the agreements analysed generally replicate the standards of the CdT or do not mention them at all (and implicitly refer to the CdT standards).

Table 12 – Comparison of collective agreements and CdT: trade union rights

Matter	Ct	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
No union delegates	-Company with less than 50 syndicated workers: 1 -50 to 99:2	<	=	<	Np	=	<

	-100 to 199:3 -200 to 499:6 -500 or more: 6 + [(N-500): 200]						
No union leaders (with right to credit of hours and justified absences)	-In a company with fewer than 50 syndicated workers: 1 -50 to 99:2 -100 to 199:3 -200 to 499:4 -500 to 999:6 -1000 to 1999:7 -etc	Np	=	Np	Np	=	Np
Credit of union delegate hours	General: 5h/month In Interunion Committee: 8h/month	>	>	>	Np	=	<
Credit of hours union leaders	4 days per month	Np	Np	Np	Np	=	Np
Meeting right at work time	Maximum 15h/year	=	=	=	Np	=	=
Right to facilities	On A permanent basis if A Company has 150 or more workers	>	=	>	Np	=	=
Right of posting and distributing information	Calls, communication s, information or other texts concerning the Union life and the socio-occupational interests of workers	=	=	=	Np	=	>
Right to Information	-Recent developments and probable future developments of the Company and its economic situation -Situation, structure and probable evolution of employment in the company and eventual preventive measures; - etc	Np	=	Np	Np	>	>

One interesting general point in this case is that, despite the above, there is a much higher prevalence of rules on trade unions than other workers' representative structures – such as the workers' council or the representatives on health and safety – which may follow from the fact that collective bargaining is carried out by trade unions only.

As regards the number of union delegates, collective agreements are usually the same (implicitly or explicitly) as the CdT. Interestingly, the only three deviations (AIMMAP, FENAME and banking) involve a (slight) worsening of these provisions. For example, AIMMAP provides for four union delegates in firms with 200 to 499 affiliated workers (instead of the six in CdT). As for the number of union leaders, only APICCAPS addresses this aspect, and replicates the CdT. With regard to the credit of hours of delegates, there are four collective conventions that predict differently from the CdT, three of which involving additional hours). In the case of facilities, AIMMAPS and FENAME are more favourable because they introduce the right to permanent offices in firms that employ from 100 workers, instead of 150 as in the CdT. As to information access and posting, banking is more favourable as it covers a wider range of information.

5. Discussion

An important result of our analysis above is that there are many working conditions that follow directly from replicating the Labour Code (CdT), in many instances *verbatim*. However, there are also several differences in the collective agreements analysed when compared to the CdT. In order to summarize the detailed and complex information we have obtained as synthetically as possible and better understand the importance of each type of working conditions, we aggregated the various norms of these agreements and calculated their relative frequency.

This quantitative approach, innovative in the context of collective bargaining studies, represents a summary indicator, that is easily understandable and comparable, despite the complexity of the underlying labour law context. This approach can therefore be used for comparisons with other agreements, in Portugal or other countries – and in between countries and or in different periods. Obviously, this statistical exercise is subject to limitations, namely as it gives equal weight to standards that may be of different importance for companies, workers or both. However, in the future, one may introduce weights for each indicator, based on an assessment of the importance of each dimension.

From the analysis of the 389 observations resulting from this exercise – where each observation corresponds to a specific combination between a standard and a convention –, we find that the main category corresponding to replicas of the CdT correspond to 62% of all norms. That is, most of the standards are revealed to be either a replica of the text contained in the CdT (the most frequent situation) or a differently written norm but again the same legal provision as in the CdT.

Another case included here is when the standard in the collective agreement simply refers to the applicable labour law. However, these 389 observations already exclude 174 cases which correspond to 'omissions' in relation to the CdT: working conditions regulated in the CdT and at least one agreement, but not in, at least, the one under review. These 'missing observations' denote areas of potential bargaining, which some agreements take into account (even if, in many cases, simply copying from the CdT), but which are not subject to change in at least one of the agreements considered.

Following these two main categories are the case of the rules that are more favourable for workers - 25% of the 389 observations - and less favourable - 12%. We thus find that the first

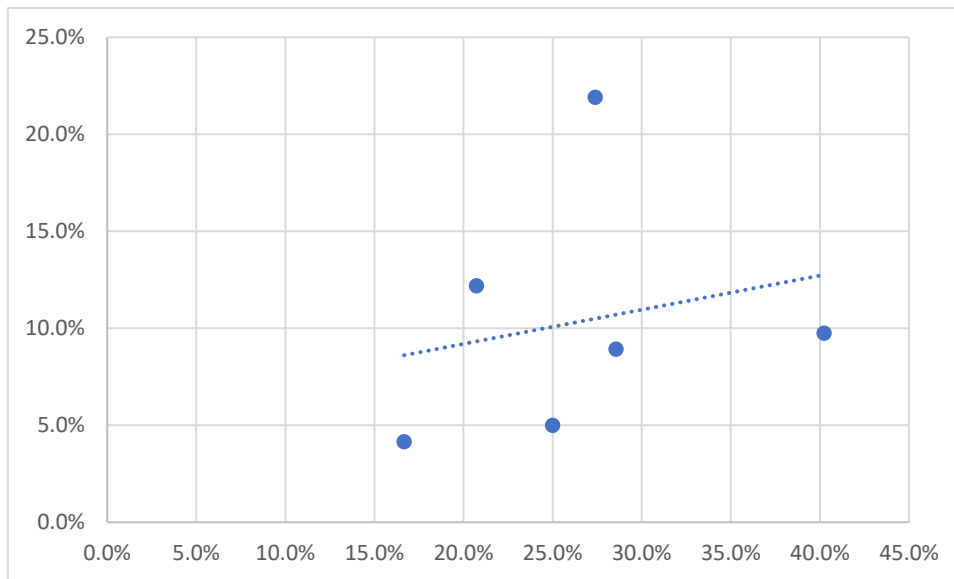
exceed the second for a margin of more than 10 percentage points. Still, these percentages, even if added up, remain much lower than the percentage of clauses which merely replicate the CdT. Indeed, the latter case correspond to almost twice the number of the first one.

We also conclude that the area with more beneficial differences for the worker is the remuneration dimension, while the one with the most unfavourable differences is the workplace organisation. On the other hand, the themes with more omitted provisions and more replications are working time and the discipline, respectively. The most generous agreement is, without surprise, the banking sector, while the convention with more unfavourable provisions to the worker is the one of APHORT (hotels and restaurants). Interestingly, APPICAPS (shoe manufacturing) does not seem to contain any change that is less favourable compared to the CdT. On the other hand, AECOPS (construction) is the one that omits most topics and that has more clauses that replicate the CdT.

Globally, based on the sample considered and the comparative analyses we have developed, we conclude that there is a very significant percentage of the agreements that do not add value compared to what is already established in the CdT. Although there are several dimensions in which the worker benefits when applying the agreement (compared to the CdT only), we consider that the latter number of these cases is relatively low – and not much larger than that of cases where the convention introduces less favourable changes. The small number of favourable cases is particularly clear when compared to the total number of articles of the CdT (560), especially noting that each article can contain several norms. Moreover, although there are other more generous provisions in the agreements other than those comparable to the CdT (as described in Annex IV), the number of such provisions is generally very limited, with the exception of the case of the banking (possibly the most generous contract in Portugal) and, to a lesser extent, APHORT.

When contrasting the percentage of favourable and unfavourable clauses across the different agreements (Figure 1), we also found some suggestive evidence of a positive relationship between those two variables. In other words, agreements with more favourable clauses tend also to be agreements with more unfavourable clauses. This relationship is consistent with the idea that the parties develop a negotiation involving concessions on both sides in comparison to the parameters established in the CdT so that there is a direct relationship between the two concessions offered by each party. We also note that the agreements with ‘eternalisation’ clauses are the two points of Figure 1 more to the right (banking) and on top (APHORT), that is, with higher percentages of positive and negative clauses, respectively. Although our sample is small and not necessarily representative, this result may suggest that the ‘eternalisation’ clauses did not necessarily have a negative effect on the intensity of collective bargaining, insofar as the percentage of amended clauses in these agreements is relatively high.

Figure 1 – percentages of favourable and unfavourable clauses by agreement



Note: The horizontal (vertical) axis indicates the percentage of favourable (unfavourable) clauses. Each point corresponds to a specific CCT. The absolute values used in this chart are described in Annex II. The dashed straight segment corresponds to the predicted values by estimating a linear relationship between the two variables.

Having established the significant number of cases in which the contracting parties have decided to copy from the CdT, it is important to try to explain the motivation of these decisions. We offer several, not necessarily mutually exclusive, explanations. Firstly, we consider that, in some cases, this large overlap between collective bargaining and base labour law may result from an aim to *strengthen the rules* against potential future changes in the CdT and thereby ensure greater predictability of working conditions in the sector. With the exception of the cases in which the amendments of the CdT are endowed with ‘imperativity’ (that is, the CdT amendments automatically override the existing conditions of collective agreements when there is a clash between the two), the inclusion of these standards in the conventions will promote their stability - in contrast to the cases of a reference to the CdT or the absence of the norm in the contract.

Secondly, this duplication of standards between the agreements and the CdT may result from a willingness to *facilitate the access to information* for workers and employers about the applicable rules. The explicit inclusion of the CdT standards in the convention may make the applicable norms more visible to all actors, increasing clarity and transparency and facilitating the resolution of potential conflicts in the workplace, for example.

Thirdly, there may also be a professional motivation on the part of the bargaining parties, in order to enhance the *value of their contributions* to their associates (firms and union members), through the presentation of a collective contract that appears to be more extensive and detailed. Indeed, by including the transcribed standards from the CdT, collective agreements become much larger. The greater complexity that can result from this may also exacerbate the importance of the bargaining parties with respect to their members in the sense that the former acquire greater importance in clarifying the content of the agreements and their application in practice.

Finally, one also needs to consider the possibility that the base labour law (the CdT, in our case study) is restricting the negotiating space for collective bargaining. In order to establish

reference values in a very wide number of areas, over the course of its more than 560 articles, each one typically including multiple norms, the CdT may be unintendedly weakening collective bargaining by limiting the space for employers and trade unions to find their own negotiating options.

It is true, as we discussed, that the CdT itself provides for some flexibility in the sense that it allows trade unions and employers to adjust the initial parametrisations of the CdT, both downward and upward. However, these default starting points may end up generating a significant rigidity in collective bargaining (because of psychological factors such as loss aversion) and, in this sense, end up making the collective bargaining process poorer. This rigidity may also be further reinforced through CdT reforms that refer to individual negotiation matters that were previously regulated only by collective bargaining.

International experience in countries with more limited, less extensive basic labour legislation, may underline the point above about a negative impact of the CdT detail, namely when we find that in these countries collective bargaining tends to be more dynamic and differentiated.

References

Addison J, Portugal P and Vilarés H (2015) Unions and collective bargaining in the wake of the Great Recession, IZA Paper 8945.

Ash E, MacLeod, B, and Naidu S (2019) 'The Language of Contract: Promises and Power in Union Collective Bargaining Agreements', mimeo.

Barreto J and Naumann R (1998) Portugal: Industrial Relations under democracy. In: Ferner A and Hyman R (eds) *Changing Industrial Relations in Europe*. Oxford: Blackwell, pp. 395 – 425.

Blanchard O (2007) Adjustment within the euro. The difficult case of Portugal, Portuguese Economic Journal.

Calmfors, L and Driffill J (1988) Bargaining Structure, Corporatism and Macroeconomic Performance, *Economic Policy* 3 (6): 13-61.

Campos Lima, MP (2014) *Portugal: Decline in Collective Bargaining Coverage Reaches Critical Point*. Dublin: Eurofound

Campos Lima MP and Artiles AM (2011) Crisis and trade unions' challenges in Portugal and Spain. *Transfer* 17 (3) 387 – 402.

Dustmann, C, Fitzenberger B, Schönberg U and Spitz-Oener A (2014) From Sick Man of Europe to Economic Superstar: Germany's Resurgent Economy, *Journal of Economic Perspectives* 28 (1): 167-88.

Fougère, DE Gautier and S Roux (2016) The Impact of the National Minimum Wage on Industry-Level Wage Bargaining in France, CEPR Discussion Paper No. DP11234.

Haucap, J, Pauly U and Wey C (2001) Collective wage setting when wages are generally binding. An antitrust perspective, *International Review of Law and Economics* 21 (3): 287-307.

Hijzen, A, Martins PS (2016) No extension without representation? Evidence from a natural experiment in collective bargaining, International Monetary Fund WP 16/143, Washington D.C.

- Hijzen, A, Martins PS and Parlevliet J (2019) Frontal assault versus incremental change: A comparison of collective bargaining in Portugal and the Netherlands. *IZA Journal of Labor Policy*, forthcoming
- Leitão, MJM (2001) General features of collective bargaining in Portugal, *International Journal of Comparative Labour Law and Industrial Relations* 4, 2001.
- MacLeod, WB (2011) Great expectations: Law, employment contracts, and labor market performance. *Handbook of Labor Economics*. Chapter 18.
- Magruder, J (2012) High Unemployment yet Few Small Firms: The Role of Centralized Bargaining in South Africa, *American Economic Journal: Applied Economics* 4 (3): 138-166.
- Marginson P (2014) Coordinated bargaining in Europe: From incremental corrosion to frontal Assault? *European Journal of Industrial Relations* 21 (2): 97 – 114.
- Martins, PS (2009) Dismissals for Cause: The Difference That Just Eight Paragraphs Can Make, *Journal of Labor Economics* 27 (2): 257-279.
- Martins, PS (2014) 30.000 Minimum Wages: The Economic Effects of Collective Bargaining Extensions, *IZA Discussion paper* 8540.
- Martins, PS (2017) Economic effects of overtime premium Flexibility: Firm-and worker-level evidence from a law reform, *GLO Discussion Paper* 102.
- Martins, PS (2018a) The Microeconomic Impact of Employee Representatives: Evidence from Membership Thresholds', *CGR Working Paper* 93
- Martins, PS (2018b) Making their own weather? Estimating employer labour-market power and its wage effects, *CGR Working Paper* 95
- Martins, PS, G Solon & JP Thomas (2012) Measuring What Employers Do about Entry Wages over the Business Cycle: A New Approach, *American Economic Journal: Macroeconomics* 4 (4): 36-55.
- Ramalho, MRP (2013) Portuguese Labour Law and industrial relations during the crisis. *Working Paper* 54. Geneva: ILO.
- Van Ours, J & Bosch, G & Däubler, W & Jimeno, J & Koukiadis, I & Martins, PS & Monteiro Fernandes, A & Veneziani, B (2016) Recommendations-Expert Group for the Review of Greek Labour Market Institutions, Government of Greece and European Commission, Athens.
- Visser, J (2016a) What happened to collective bargaining during the Great Recession?, *IZA Journal of Labor Policy* 5:9.
- Visser, J (2016b) The Extension of Collective Agreements in Four European Countries, mimeo.
- Sousa H (2009) is there a future for social concertation? The unions and the experience of the neocorporative model in Portugal. *Settings* 5 (6): 101 – 142.

Távora I and González P (2016) Labour market regulation and collective bargaining in Portugal during the crisis: continuity and change, *European Journal of Industrial Relations*, 22 (3) 251 – 265

Annex I. Detailed comparative analysis

"=" corresponds to cases when the collective agreement is equal to the respective rules in the CdT and "NP" when the provision is not applicable in the collective agreement

A. Admission/hiring

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Minimum entry conditions	16 years (for access to the general regime)	A) minimum age of 16 years; and b) Compulsory schooling.	A) minimum age of 16 years; or b) Compulsory schooling+ physical and psychic capacity	A) minimum age of 16 years; and b) Compulsory schooling (with exception)	-16 years old -minimum level of schooling -Qualifications -Certificate or Ballot (required) -Physically fit	Refers to CdT	Depends on the job level
Trial period							
I. Duration (Contract without term)	-In general: 90 days	=	A) 60 days for levels I to VI	Refers to CdT	Depends on the Professional category	=	Law – with the possibility of extending to 6 months management positions/senior staff
	-Technical complexity/responsibility/positions of trust: 180 days	=	b) 180 days for levels VII and VIII			=	
	-Direction or senior management: 240 days	=	c) 240 days for level IX.			=	
II. Duration (Term contract)	-Contract less than 6 months: 15 days		=		=		Np
	-Contract = < 6 months: 30 days		=		=	=	Np
III. Exemption or exclusion	Pre-term/ temporary contract/provision of services	Np	NP – On the contrary: Trial period always exists, only if excluding by written agreement otherwise		Np	=	Np
IV. Denunciation – obligation to notice by the undertaking	= < 60 days trial period: 7 days	=	Np		Np	=	Np
	= < 120 days trial period: 15 days	=	Np		Np	=	Np

B. Term Contracting

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Fundaments	Substitution of worker on leave	=	=	Refers to CdT	Np	Np	=
	Seasonal or other activity with irregular annual production cycle	=	Np		Np		=
	Exceptional activity increase	=	=		Np		=
	Occasional task execution	=	=		Np		=
	Execution of work, project or other defined and temporary activity	=	Np		=		=
	Launching new activity of uncertain duration	=	=		Np		=
	Launch of establishment in firm employing fewer than 750 workers	Np	= (No workers requirement)		Np		= (No workers requirement)
	Hiring worker looking for first job/in a long-term unemployment situation	=	=		Np		=
Additional Fundaments		Need for maintenance of essential services for the regular operation of the company during holidays	Time of greatest tourist activity		Performance of the worker's activity in several works in charge of the employer, provided that the worker concerned remains in each work for periods not exceeding 8 consecutive months	Np	Np
		Additions of the activity for the fulfilment of orders that leave the normal scope of the activity + equipment breakdown + recovery of delays in production	Hiring workers to perform extra services				
		Accruals of activity for execution of tasks or orders whose total quantity or regularity of delivery is not specified					

		Launch of new products production or start of new industrial equipment					
Maximum duration	Person looking for first job: 18 months	=	=		=	Np	=
	Launch of new activity, beginning of work or long- term unempl.: 2 years	Replacement of workers: 2 years	=		=		=
	Remaining cases: 3 years	=	=		=		=
Renewal	Maximum 3 times	Np	=		=	Np	Np
Successive contracts	Impediment to more than 1/3 of the duration of the contract	=	=		=	Np	Np

C. Workplace

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Geographic mobility (Enterprise Initiative)		NOTE: <i>union delegates may not be transferred from the workplace without their agreement and without prior knowledge of the respective union's management.</i>					
I. Plea	In the event of a change of location or extinction of establishment	=	=	Np		=	=
	When another reason for the company's interest requires it and the transfer does not imply serious injury to the worker	= with the requirement to be only temporary	=	Np	When the interest of the company or worker requires it + under the law and contract	=	=
Additional Fundaments		Np	Excess manpower due to a noticeable decrease in services	Np	Np	Np	Bordering counties (if Coimbra, Lisbon or Porto): There may be transfer
			If concession: proven inadequacy of the worker to the management methods adopted				By agreement with new workers – if within D District or district contiguous
			The existence of a dispute between the granting or the clients on the permanence of the worker, in fact attributable to this				At the request of the worker; Hierarchical criteria if multiple requests
II. Formalities	Written + pre-notice 8 days (temporary transfer) or 30 days	= adding justification and predictable duration	Advance: 10 days (temporary) and 30 (definitive)	= Pre-notice can be dispensed or reduced	Communication with 24h advance if temporary and 10 days if	=	30-Day Advance

	(definitive transfer)				definitive + minimal content transfer to foreign or islands		
III. Duration	Temporary transfer: 6 months	Temporary transfer: 2 years	Np	Np	Np	=	Np
IV. Expenditure	Increased travel costs + change of residence or accommodation	= Added shipping costs	Transport + Direct Transfer costs	Np	Depends on the type of transfer: -With fixed workplace -With daily return to residence -No daily return to residence -Abroad	=	Direct expenses for the change of residence + of the persons who coabits with the worker or are in charge

D. Working time

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Work time	8h/day and 40h/week	=	= (in 5 or 5 days and a half)	Effective 40h/week from 2nd to 6th Exception: On a 3-shift basis, the PNT can be distributed for 6 days from 2nd to Saturday	General: 8h/day and 40h/week, in 5 days More administrative categories: 37, 5h/week	= (in 5 days)	7h/day and 35h/week
Adaptability							NP – Flexible time modalities may exist, subject to the authorization of the Ministry
I. Increase	4h/day and 60h/week	2h/day and 50h/week	2h/day and 48h/week	2h/day and 50h/week	Np	50hrs/week	
II. average limit	Average 50h in 2 months	Np	Np	Average 50h in 3 months	Np	Np	
III. Reference period (months)	Subsidiary: 4 Max: 12	6	4	6 * *	8	6	
Weekly Rest	Minimum 1 day and mandatory on Sunday	=	2 days or 1 and a half- always followed	2 days Rest – complementary and mandatory (= Sunday)	Np	NP – but HT should be from 2nd to 6th	Saturday and Sunday
Daily rest	Minimum 11 consecutive hours	Np	=	Np	Np	Np	Time: 8h30s to 16h30
Work schedule exemption							"If the complaint is from the initiative of the institution, it is due to the payment of additional remuneration up to three months after it has been communicated to the worker"
I. Formats	Non-subjection to the maximum limits of the normal standard work schedule	Np	Np	Np	=	Np	Np
	Possibility of a certain increase in daily or weekly standard work schedule	Np	Np	Np	=		Np
	Observance of the agreed standard work schedule	Np	Np	Np	=		Np

II. Fundaments	Administration or management position + support to the holder of these positions	=	Np	Np	=		Specific or framing functions
	Execution of works that can only be performed outside of working hours	=	Np	Np	=		All those whose functions justify it
	Teleworking/cases of regular exercise of activity outside the company	=	Np	Np	=		/
Additional Fundaments		Profession that may require unforeseen and occasional performances necessary for the operation and maintenance of equipment	Np	Np	Exercise of surveillance, transport and sales activity		/
		Exercise of surveillance, transportation and sales functions			/	/	
Overtime							
I. Communication	Mandatory to labour inspectorate – list of workers who provided supplementary work in previous year	Np	Np	Np	Np	Np	In January and July should be sent to labour inspectorate list of workers who provided supplementary work during previous semester
II. Limits	Small company: 175h/year	200h/year	200h/year	=	200h/year	200h/year	160H/year
	Medium or Large company: 150/year			=			
	Part-time worker: 80h/year	Np	Np	Np	= but can be raised to 200h/year by written agreement	Np	Np
	Normal working day: 2h/day	=	=	=	=	=	= (If everyone reaches this limit: company can only reach 20% of 160h/year)
	Weekly rest day or holiday: = Daily normal schedule	=	Np	=	=	Np	=

	Half day of complementary rest = ½ Daily normal schedule	=	Np	Np	Np	Np	Np
III. Exemption	Minors + attainable motives + expressly request	=	=	Forbidden for minors	-Workers with disabilities or chronic disease; -Pregnant women -Workers with children under the age of 12 months; -Paternity leave in cases of mother's physical or psychic disability, mother's death or joint decision of parents until the children are 12 months old -Student workers -Minors	-Minors -Pregnant women -Puerperal women -Lactating -Women with children under 1 year -Student workers	-Participation in union work -Assistance to the household -Preparation of examinations -Residence distant from the workplace -Workers with disabilities or chronic disease -Pregnant women and workers with children under 12 months -Breastfeeding -Minors
IV. Compensatory rest	Normal day/Complementary rest/holiday: 25% of the hours provided	=	25% of working hours	Np	= or the provision of paid work with an increase of not less than 100%.	1 Day when 32 hours	Np
	Mandatory rest day: 1 day	=		Np	=	=	Np
	Impeditive daily rest: = hours of rest missing	=		Np	Np	Np	Np
Shifts				No worker may be obliged to work in shifts without agreement			<i>Informatics and mecanography; Exchange offices, including airports, sea or rail and border; Surveillance and security.</i>
I. Shift change	After weekly rest	≠ 2 Shifts: 40h week, by normal working days/3 shifts: 40h week, potentially for 6 days	≠ Imperative needs: Worker can be temporarily displaced from one shift to another	=	=	=	=
II. Rest	1 day in 7		Np	Np	Np	=	It depends on functions performed
Night work							
I. Between what hours	Between 7pm to 11am (provided between midnight and 5am)	10pm and 7am	12am and 7am	8pm and 7am	10pm and 7am	8pm and 7am	8pm and 7am
II. Formalities	Np	Np	Np	Np	Np	Np	Np

E. Suspension of the provision of activity

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Holidays							
I. Mandatory	January 1, Holy Friday, Easter Sunday, April 25, May 1, Body of God, June 10, August 15, October 5, November 1, December 1, 8 and 25	Refers to law	= + Carnival Tuesday Except in hotels and pensions, establishments closure is mandatory on 1 May	=	=	=	=
II. facultative	By IRCT: Carnival and municipal holiday of the locality	Provides for these + holidays can be exchanged (agreement)	District Holiday	Provides for these + holidays can be exchanged (agreement)	Provides for these + holidays can be exchanged for another day (agreement)	Provides for these + holidays can be exchanged for another day (agreement)	Provides for these holidays + Christmas Eve
Vacation							
I. Duration	22 Working days	=	=	=	=	=	25 Working days
II. majoration	-25 days: S/fouls, 1 foul, 2 half days -24 days: 2 Absences or 4 half days -23 days: 3 Absences or 6 half days	=	=	= "License" is equivalent to lack	=	=	Np
III. Year of admission	2 working days for each month of contract duration – after 6 months	=	=	=	=	=	Np
IV. Year of cessation	2 working days for each month of contract duration – after 6 months	=	Np	=	Refers to CdT	=	Np
Fouls							
I. Proof of justification	Employer may request proof after 15 days of absence communication	NP deadline	=	Np	Np	Np	NP deadline
II. Effect of Justified	Loss of Retribution: -Disease (if there is protection from SS) -Work accident (if there is insurance or subsidies) -Family Service -Any legal shortage exceeding 30 days	=	= + Necessary acts in the exercise of representation functions	= but: assistance to family members if it lasts more than 15 or 20 days	Np	=	Loss of Retribution: -Public office elections exceed 1/3 of the duration of the campaign - Those authorised by the employer -Related to the union if more than 30 days a year

	-Those authorised by the employer						
III. Effect of unjustified	Discount on seniority and retribution (or: Loss Day of vacation/additional work – in proportion)	=	= with minimum warranty of 18 working days of vacation	=	Np	=	=

F. Remuneration

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Benefits included	<ul style="list-style-type: none"> -Regular and permanent benefits -Frequent expenses -Values for merit, performance or assiduity of the worker -Participation in the profits of the company in some cases -Bonuses provided for in the contract 	Basic remuneration and all regular and periodic instalments made, directly or indirectly, in cash or in kind	Base retribution, counterpart work carried out, regular and periodic benefits	Np	Basic remuneration and regular and periodic benefits – includes work schedule exemption and shift allowance	Np	Work counterpart + base salary + regular and periodic. -base salary Seniority Payments -Function Grants -Another monthly and permanent
Benefits expressly excluded	<ul style="list-style-type: none"> -Cost allowance -Travel allowances -Transport costs -Installation allowances -Gratuities -Values for professional performance or merit -Values for attendance -Fault allowance -Meal allowance 	Np	=	Np	Np	Np	-Supplementary work; -Allowances and other allowances -Child and study grants -Lunch and dinner allowances
Holiday allowance							
I. Value	Base salary + seniority pay + amounts that are direct counterpart to the provision of work	=	RMB + The language prize + work schedule exemption pay + nightly allowance	Base salary + amounts that are direct counterpart to the provision of work Holiday premium has no effect on allowance	Monthly Retribution	=	For each holiday day: 1/25 settlement of the salary
II. Date of payment	Before the start of holiday enjoyment	Np	=	Before the holiday enjoyment for 10 days in a row	Before the minimum enjoyment of 15 working days	=	=
Christmas allowance							
I. Value	= 1 month of retribution	=	=	1 year of Antiquity to 31.12:1 base salary Admission during the year to which the allowance is respected: proportional to the 31.12	=	=	1 RME
II. Date of payment	Until December 15th	=	=	November	=	=	November

Shift allowance	Np	-15% of the RME in 2-shift basis; -25% of the RME in three-shift basis	Np	-15% of the RMB in the case of 2 shifts; -25% of the RMB in the case of three shifts	-25% of the RMB in the case of work on 2 shift; -35% of the RMB in the case of work on three shifts	Np	50% of the Level 6 retribution (at the time: €479,63/month)
Remuneration Night Work	25% increase (due to the payment of the equivalent work provided during the day)	=	50% increase	=	45% increase	=	=
Shi							
I. Not subject to the ceilings of the PNT	1 hour supplementary work per day	Minimum 20% of RBM	-Levels IX, VIII and VII, will have: 20% of the base salary; -Another category: 25% of base salary	Np	22% of the salary	Np	-If > 1h of daily hours: 1h supplementary Work day -If < 1h of daily hours: 2h supplementary Work Day
II. Possibility of a certain increase in the PNT	1 hour supplementary work per day						
III. Observance of the agreed PNT	2 hour supplementary work per week				2h additional work per week		
Supplementary work							
I. Normal day	50% for the first hour/fraction and 75% for the subsequent	=	100% of normal time salary	50% in the 1st hour 75% in the 2nd hour 100% in the remaining	=	=	A) Daytime: 1st hour: Retribution/hour plus 50% = 150% 2nd and subsequent hours: Retribution/time increased from 75% = 175%; b) Nocturnal: 1st hour: Retribution/hour plus 87.5% = 187.5%; 2nd and subsequent hours: Retribution/time increased from 118.75% = 218.75%.
II. Day of Rest and holidays	100% per hour/fraction	=		2.5 x N. Hours x Hourly Remuneration	R = (hourly pay x n) x 2	=	2 x rhn x no hours provided
Meal allowance	Np	€4 per working day	In kind	€4.40	€5.65	€2.20	0.91% of Level 6
Termination of employment Contract							

(objective reasons)							
I. Amount	1 month of base salary + seniority pay for each full year of antiquity	Refers to CdT	Np	Refers to CdT	Np	Np	Np
II. Minimum value	3 months base salary + seniority pay					Np	Np
Seniority Payments	Np	Np	1 for every 4 years of antiquity (limit of 5)	Np	Np	Np	-1 = 4.2% of level 6, for every 5 years of effective service -1 = 6%, 7%, 8%, 9% and below, in the amount resulting from the latter%

G. Discipline

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Disciplinary sanctions	-Simple rebuke; -Registered rebuked; -Pecuniary penalty; -Loss of vacation days; -Suspension of work with loss of retribution and seniority; -Dismissal without compensation or compensation	= no pecuniary penalty	=	=	Np	=	= but: suspension may not have effects
Duration	1 years after the infringement or the term of the criminal offence	=	=	Refers to CdT	Np	=	=
Deadline to initiate disciplinary procedure	60 days since knowledge of the facts by the disciplinary power holder	=	=	Refers to CdT	Np	=	=
Worker response deadline	In case of dismissal: 10 days	Np	=	Refers to CdT	Np	=	Always 15 working days
Deadline apply sanction	3 months after the issuance of the decision. Dismissal: 30 days	= S/mention of the deadline for dismissal	= S/mention of the deadline for dismissal	Refers to CdT	Np	= Regarding dismissal	=
			<i>Between the beginning of the disciplinary procedure and its conclusion can not take more than 100 days in a row</i>				<i>The suspension of the worker who is A representative Union or member of the Workers ' Committee, in Effectiveness of functions does not preclude it from being able to access the sites and activities that comprise the normal exercise of these functions.</i>

H. Trade union rights

Matter	CdT	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Number of union delegates	-Company with less than 50 union workers: 1 -50 to 99:2 -100 to 199:3 -200 to 499:6 -500 or more: $6 + [(N-500): 200]$	-Company with less than 50 union workers: 1 -50 to 99:2 -100 to 199:3 -200 to 499:4 -500 or more: $6 + [(N-500): 200]$	=	= but 200 to 499:4	Np	=	-Up to 50 union workers: 1 -51 and 500:4 -501 and 1000:6 -1001 and 2000:8 -2001 and 2500:9 -2501 and 3000:11 -For each fraction of 1000 to 3000:1
Number of union leaders (entitled to credit of hours and justified absences)	-In a company with fewer than 50 union workers: 1 -With 50 to 99:2 -With 100 to 199:3 -With 200 to 499:4 -With 500 to 999:6 -With 1000 to 1999:7 -With 2000 to 4999:8 -With 5000 to 9999:10 -With 10 000 or more: 12	Np	Np	Np	Np	=	Np
Credit of union delegate hours	General: 5h/month <u>In Interunion Committee:</u> 8h/month	8h/month + Plus 1h/month in the case of undertakings incorporated in an economic group and if the Union Committee of the Group companies is organised	8hrs/month	8h/month + Plus 1h/month in the case of undertakings incorporated in an economic group and if the Union Committee of the Group companies is organised	Np	=	Time strictly necessary for the exercise of extraordinary and Unpostponable union tasks, for a specified period and upon request
Credit of hours union leaders	4 days per month	Np	=	Np	Np	=	Np
Meeting right at work time	Maximum 15h/year	=	=	=	Np	=	=
Right to facilities	On permanent basis if firms has 150+ workers	On permanent basis if firm has 100+ workers	=	On permanent basis if firm has 100+ workers	Np	=	=
Right of posting and distributing information	Calls, communications, information or other texts concerning the union activities and socio-occupational interests of workers	=	=	=	Np	=	Union Interest information

Right to Information	<ul style="list-style-type: none"> -Recent developments and probable developments of the Company and its economic situation -Situation, structure and development of employment and possible preventive measures, in particular when the number is expected to be reduced; -Decision that could trigger substantial change in the organisation of work or individual contracts 	Np	=	Np	Np	<p>Matters contained in trade union assignments, notably on the evolution of activity, , employment and reorganization of the undertaking</p>	<p>Duty to provide to trade unions, in good time, but not exceeding 60 days, all clarifications of a professional nature that are requested of workers at their service, registered in them</p>
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Annex II – Total and percentage of the standards compared with CdT

	AIMMAP	APHORT	FENAME	AECOPS	APICCAPS	Banking
Green	17	20	15	16	8	33
Red	10	16	3	5	2	8
Blue	3	1	1	1	1	5
Yellow	51	36	41	35	37	36
Total	82	73	60	56	48	82
Grey	20	24	36	39	47	17
Eternalisation clause?	No	Yes	No	No	No	Yes

Hiring/Admission

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	1	11	0	0	7	78	1	11	0	0
APHORT	2	22	1	11	4	44	2	22	0	0
FENAME	1	11	0	0	8	89	0	0	0	0
AECOPS	1	11	0	0	5	56	3	33	0	0
APPICAPS	0	0	0	0	9	100	0	0	0	0
Banking	3	33	1	11	0	0	5	56	0	0

Term contract

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	0	0	4	24	10	59	2	12	1	6
APHORT	0	0	3	20	10	67	2	13	0	0
FENAME	0	0	0	0	13	93	1	7	0	0
AECOPS	0	0	0	0	1	7	13	93	0	0
APPICAPS	0	0	0	0	0	0	14	100	0	0
Banking	0	0	1	7	10	71	3	21	0	0

Workplace

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	4	57	1	14	1	14	1	14	0	0
APHORT	1	12.5	3	37.5	3	37.5	1	12.5	0	0
FENAME	0	0	1	17	0	0	5	83	0	0
AECOPS	2	33	1	17	1	17	2	33	0	0
APPICAPS	0	0	0	0	5	83	1	17	0	0
Banking	3	37.5	1	12.5	2	25	1	12.5	1	12.5

Working time

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	3	11	4	14	12	43	8	29	2	7
APHORT	5	21	6	25	3	13	10	4th2nd	0	0
FENAME	5	18	0	0	2	7	21	75	0	0
AECOPS	4	14	4	14	10	36	9	32	1	4
APPICAPS	5	19	2	7	4	15	15	56	1	4
Banking	8	28	2	7	14	48	2	7	3	10

Activity suspension

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	1	11	0	0	7	78	1	11	0	0
APHORT	1	11	2	22	4	44	1	11	1	11
FENAME	2	22	1	11	5	56	1	11	0	0
AECOPS	1	11	0	0	5	56	3	33	0	0
APPICAPS	1	11	0	0	7	78	1	11	0	0
Banking	3	33	1	11	2	22	3	33	0	0

Remuneration

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	5	29	0	0	9	53	3	18	0	0
APHORT	9	50	0	0	7	39	2	11	0	0
FENAME	5	29	0	0	5	29	6	35	1	6
AECOPS	8	47	0	0	5	29	4	24	0	0
APPICAPS	1	6	0	0	7	39	9	53	0	0
Banking	11	65	0	0	3	18	2	12	1	6

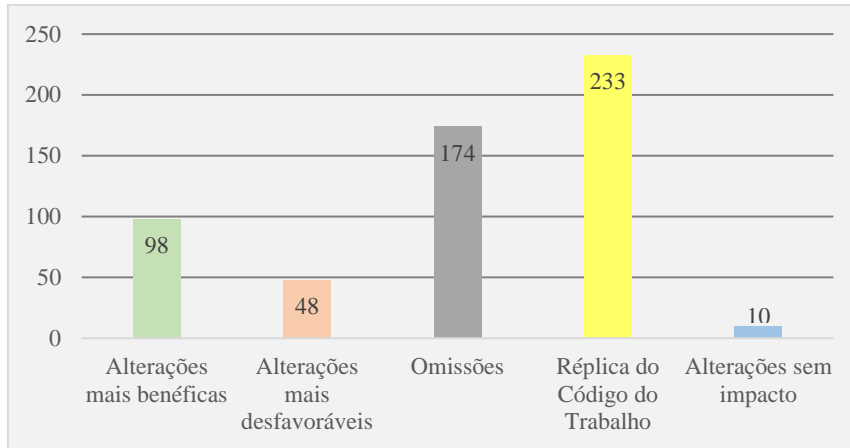
Discipline

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	1	20	1	20	2	40	1	20	0	0
APHORT	1	17	1	17	4	67	0	0	0	0
FENAME	0	0	0	0	5	100	0	0	0	0
AECOPS	0	0	0	0	0	0	5	100	0	0
APPICAPS	0	0	0	0	5	100	0	0	0	0
Banking	3	50	0	0	3	50	0	0	0	0

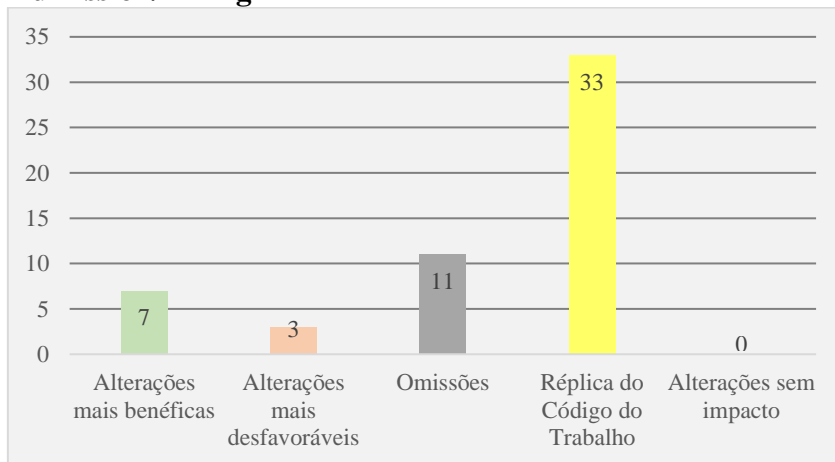
Unions

By collective agreement										
	Green		Red		Yellow		Grey		Blue	
	N. °	%	N. °	%	N. °	%	N. °	%	N. °	%
AIMMAP	2	25	0	0	3	37.5	3	37.5	0	0
APHORT	1	12.5	0	0	1	12.5	6	75	0	0
FENAME	2	25	1	12.5	3	37.5	2	25	0	0
AECOPS	0	0	0	0	8	100	0	0	0	0
APPICAPS	1	12.5	0	0	0	0	7	87.5	0	0
Banking	2	25	2	25	2	25	2	25	0	0

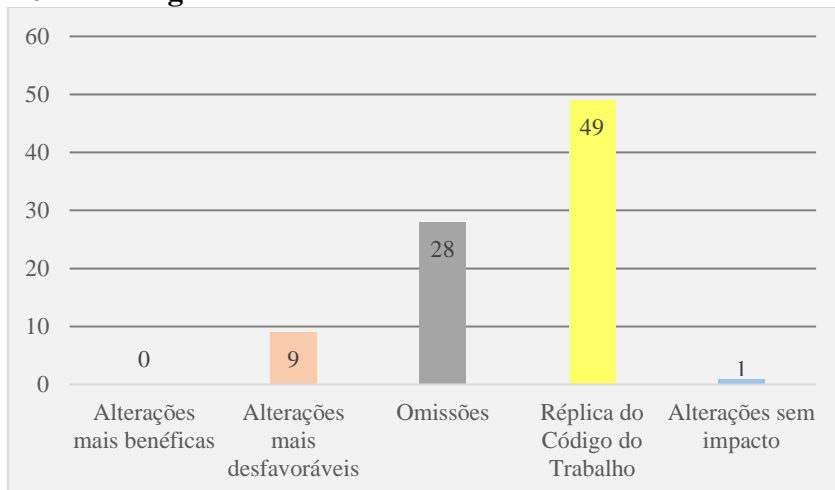
Total



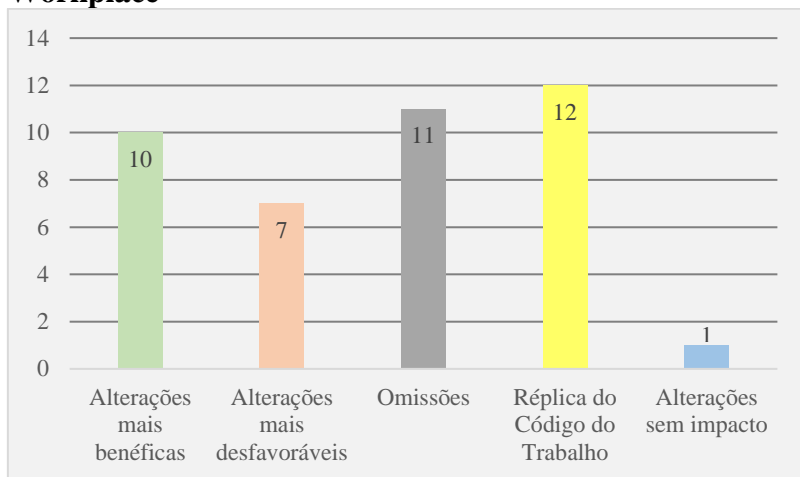
Admission/Hiring



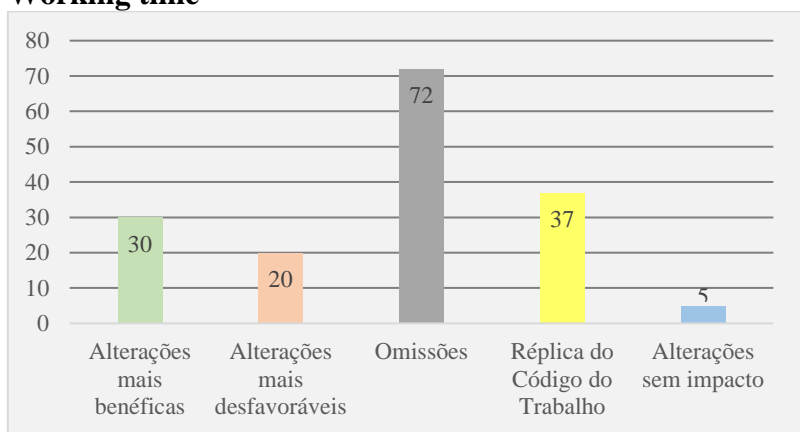
Term Hiring



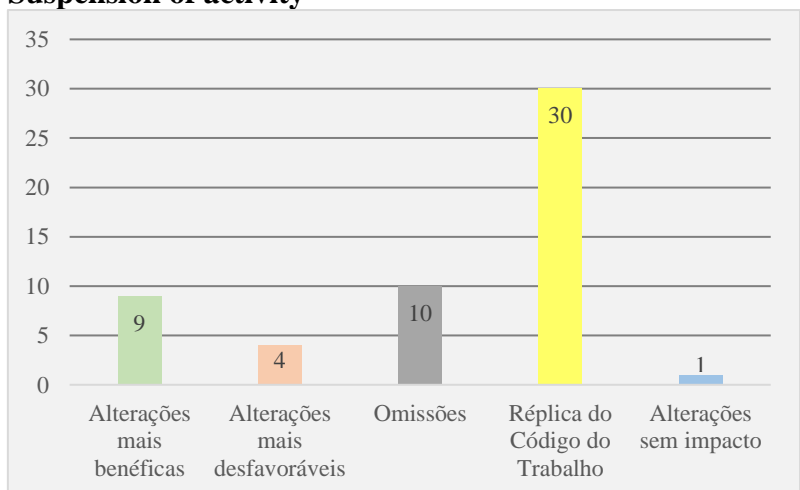
Workplace



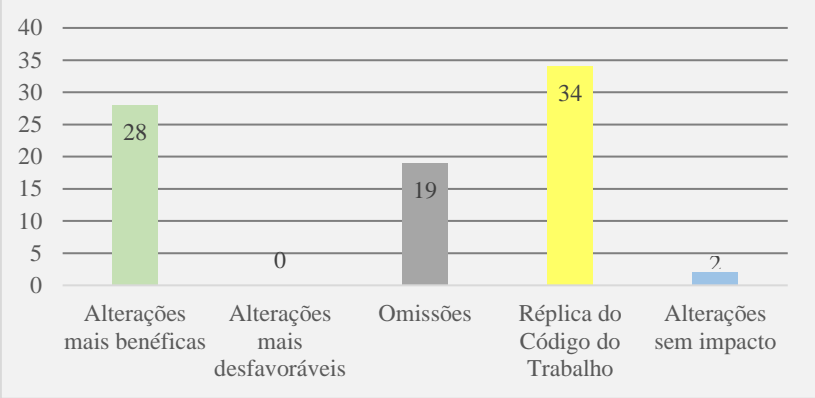
Working time



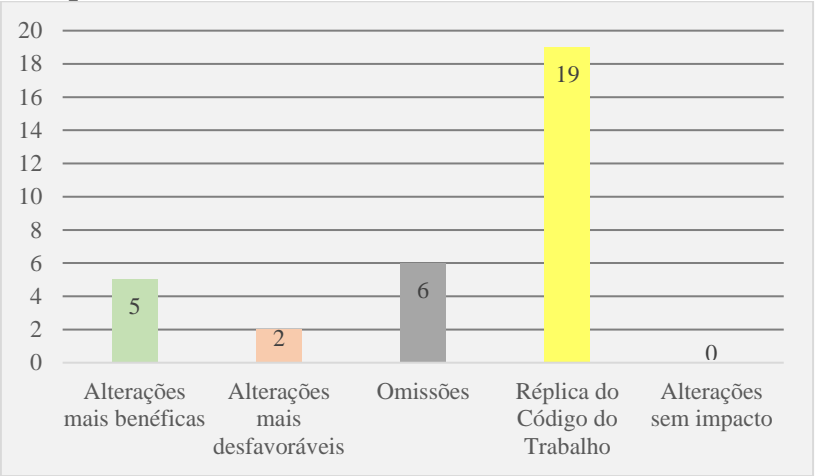
Suspension of activity



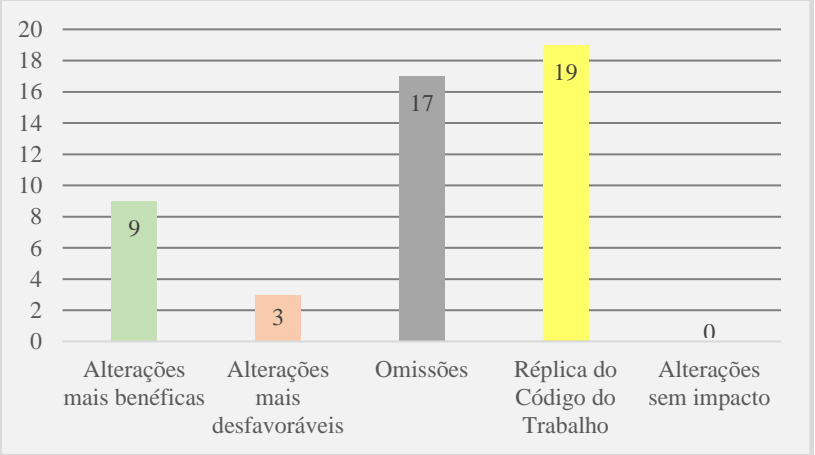
Remuneration



Discipline



Trade union rights



Annex III – Minimum wage tables (gross monthly base wages in euros for each job level)

AIMMAP		
Level	I	Ii
0	1027.5	1050
1	884.5	901.5
2	773.5	793.5
3	747	769.5
4	666.5	684.5
5	656.5	675.5
6	600.5	629
7	582.5	601
8	551	571
9	522	532
10	497	506
11	488	495
12	480	485
13	475	475

FENAME		
Level	I	Ii
0	1050	1090
1	904	938
2	791	825
3	761	798
4	698	728
5	673	703
6	613	653
7	595	625
8	565	593
9	529	554
10	500	521
11	472	489
12	461	477
13	451	465
14	417	417
15	322	322
16	322	322
17	322	322
18	322	322
19	322	322
20	322	322

APHORT			
Level	Group A	Group B	Group C
1	512	512	512
2	548	520	520
3	602	589	542
4	661	632	592
5	681	655	612
6	766	706	650
7	939	823	766
8	1055	939	823
9	2039	1753	1172

APICCAPS		
Level	Production	Administrative
1	932	874
2	710	811
3	630	753
4	578	710
5	537.50	667
6	527.50	575
7	502	502
8	497	497
9	492	492
10	485	388
11	388	/

AECOPS			Banking	
Level			Level	
1	841		1	480.15
2	788		2	539.91
3	749.50		3	601.94
4	720		4	679.31
5	639		5	770.51
6	591.50		6	859.91
7	563		7	904.75
8	545.50		8	974.81
9	545		9	1076.03
10	496.50		10	1172.02
11	485		11	1294.44
12	485		12	1391.45
13	485/388	Minimum value maintained for a maximum of 1 year	13	1504.43
14	485/388		14	1646.14
15	485/388		15	1800.92
16	485/388		16	1952.68
17	485/388		17	2115.03
18	388		18	2343.80

Annex IV: **Additional benefits: Working conditions in the agreement but not in the CdT**

Agreement	Benefit	Description
AIMMAP	Performance assessment	Companies are obliged to implement an objective assessment system to measure the progression of wage levels in the profession of their workers
	Integration and Training	Where possible and appropriate, companies should promote an initial period of integration and training, so that the worker acquires the necessary knowledge and skills.
APHORT	Harassment	Concern with harassment in the workplace, attributing the same consequences as discriminatory actions against workers.
	Prohibition of agreements between firms	Firms are prohibited from concluding agreements between them to limit access to the profession of any worker who has provided them with service.
	Admission Preference	Fixed-term workers are to be rehired under permanent appointments if such vacancies are created for identical functions. If not, the employer should pay them three months of salary.
	Workers with reduced work capacity	Benefits for workers with reduced working capacity, such as: improvements in the workplace, quotas for hiring 2 in each 100 workers with reduced work capacity, and involvement of local organisations when hiring.
	Automatic Promotions	Workers who do not have a management or supervisor category are promoted to superior category after five years in the same category.
	Company Broadcasting	Given the frequency of the transmission of the establishment of canteens and bars, specific rules were stipulated to determine what happens in these situations at the level of employment contracts.
	Seniority Payments	Every 4 years, in the monthly amount of €6.60.
	Language Knowledge Award	They have this award to workers who, in the performance of their duties and by proof, specified in the CCT, use knowledge of foreign languages in direct contact with the public, telephone or in writing. Monthly value of €43.
	Accommodation	The employer must meet minimum requirements and cannot withdraw or provide it in worse conditions than agreed.
	Sickness and occupational accident allowance	In case of hospital admission: Payment of a supplement of 30% of minimum monthly remuneration up to 30 days/year. In case of temporary, absolute or partial disability from work accident or professional illness: allowance of 30% of minimum monthly remuneration as long as this disability lasts, up to 90 days/year.
	Special Protection Union Members	The dismissal of union representatives are presumed to be made without cause, unless the firm proves otherwise.
	Special Commissions	Committees for certain matters, incl the resolution of disputes between firms and promotion/regulation of vocational training
FENAME	Special conditions of retribution	No worker with leadership functions may receive a lower remuneration than the one effectively earned by the best paid professional under his guidance, plus 5% on this last remuneration, and this increase may not be less than € 50.
	Alcoholism	Certain rules to be applied by firms for workers who work under the influence of alcohol.

AECCOPS	Access	A more demanding regime for physical, psychic and qualification requirements for different professional categories.
	Transfers	Detailed conditions for each type of transfer (temporary or definitive; national or foreign; with or without change of residence)
	Alcoholism	Certain rules for workers who work under the influence of alcohol.
	Harassment	Same consequences as discriminatory actions against workers.
APICCAPS	Automatic Promotions	Practitioners automatically ascend to the category of professional 3rd to the end of 1 year of learning. Practitioners qualified with a vocational training course at a job and training centre are in category of 3rd professional after 6 months in the firm.
	Preference for admission	If a senior job is vacant, it will be completed by the older professional of the next category.
Banking	Promotions	Automatic promotions following the years determined in the agreement
	Merit Promotions	Minimum annual quotas for promotion by merit of workers within each wage group (e.g.: group I – 15% and group III – 5%).
	Reduced capacity	Quota (2 in each 100 workers must be a person with reduced work capacity).
	Admission Preference	The children of deceased or incapacitated banking workers, who are minors at the time of death or disability, and surviving spouses of bank workers.
	Seniority	Definition of periods that add to the worker's seniority, including time provided in institutions other than the current one.
	New technologies	If workplace is extinct or modified by the introduction of new technologies: worker is entitled to a compatible post and training.
	Seniority Payments	Every five years. Monthly value starts at €40.80 and increases by a given percentage.
	Retirement	Retirement at 65 years old and the right to old age, disability or illness pensions (Social Security substitutive system). Integration into Social Security from 2011.
	Subsidy to survivors	Granted to spouses or united in fact survivors of bank workers and their children, until pre-determined age, a death allowance, a monthly survivor's pension, a Christmas allowance and a holiday allowance.
	Health care	Medical/social assistance scheme managed by unions. Payment of monthly value shared between worker and bank institution.
	Child allowance	Monthly allowance assignment for each child of €25.07.
	Study allowance	Quarterly allowances for each child, up to a maximum age.
	Seniority Award	Every 15, 25 and 30 years of seniority, a bank institution pays a premium of a value equal to 1, 2 or 3 months, respectively, of effective monthly remuneration. In the year of termination of the contract: payment of the proportional remaining value.
	Housing	Lower interest rates in loans
	Advance of values	Workers receive in advance the values they will receive later from Social security due to illness.
	Supplementary pension plan	Workers enrolled in social security are covered by a supplementary defined contribution pension plan, funded through contributions from the institutions and workers.