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1 Introduction

The main data sources used in the last years for the estimation of the prevalence of telework in Portugal were the European Working Conditions Surveys ECWS and the European Union Labour Force Survey (LFS). However, access to microdata of ECWS was not possible during January 2023. Other sources of information are also valuable sources of information for the estimation of the prevalence of telework at national and sectoral levels such as the EU PolicyWatch - Database of national-level policy measures, Eurofound, Statistics Portugal and Portuguese DGERT database about collective agreements.

There is some research about telework before the outbreak of Covid-19 (cf. Boavida and Brandão Moniz 2020). However, the topic assumed a significant relevance with the outbreak and subsequent confinements. The problem with these studies is that methods and results varied throughout the different phases of the pandemic in Portugal. Main factors affecting this problem were the restriction imposed by public health measures, the coming into force of new regulations, the type of workplaces and households and the sectoral and firm decisions about how to conduct telework.

1.1 Employed

In the second quarter of 2020, 1094.4 thousand employed people declared having worked always or almost always from home (in the reference week or in the three weeks before), which represented a share of 23.1% of the total employed population; and that for 91.2% of these the main reason for having worked at home was the COVID-19 pandemic¹. Statistics Portugal also highlights that 1.04 million people used information and communication technologies to be able to work from home, a share of 21.9% of the total employed population and 94.8% of those who worked always or almost always at home in the reference period.

In the third quarter of 2020, the share of the employed population who has worked remotely decreased to 14.2% of the employed population; and in the fourth quarter of 2020 decreased to 12.3% of the employed population (597 500 people). In both quarters around 79% of the people that worked from home indicated the main reason was the COVID-19 pandemic.²

1.2 Self-employed

The LFS³ provides evidence of the frequency in the *self-employed* persons working from home as a percentage of the total employment (e.g. usually, sometimes and never):

- In Portugal, the self-employed persons working *usually* from home as a percentage of the total employment increase from 14.6% in 2012, to 17.4% in 2019, to 17.3% in 2020 and 15.6% in 2021. In this last year, the EU (27) average was 20.6%.
- In Portugal, the self-employed persons working *sometimes* from home as a percentage of the total employment (%) increase from 6.4% in 2012, to 9.0% in 2019, to 8.7% in 2020 and 11.5% in 2021. In this last year, the EU (27) average was 10.6%.
- In Portugal, the self-employed persons that *never* work from home as a percentage of the total employment (%) increase from 76.0% in 2012, to 68.9% in 2019, to 69.6% in 2020 and 67.4% in 2021. In this last year, the EU (27) average was 62.1%.

¹ Based on the ad hoc module 'Working from home' of the 2021 Labour Force Survey (LFS)

² Based on the ad hoc module 'Working from home' of the 2021 Labour Force Survey (LFS)

³ https://ec.europa.eu/eurostat/databrowser/view/lfsa_ehomp/settings_1/table?lang=en

1.3 Frequency

The LFS⁴ also provides evidence about the *frequency* in the employed persons working from home as a percentage of the total employment (e.g. usually, sometimes and never):

- In Portugal, the employed persons working *usually* from home as a percentage of the total employment increase from 6.3% in 2012, to 6.5% in 2019, to 13.9% in 2020 and 14.5% in 2021. In this last year, the EU (27) average was 13.4%.
- In Portugal, the employed persons working *sometimes* from home as a percentage of the total employment (%) increase from 6.4% in 2012, to 9.0% in 2019, to 8.7% in 2020 and 11.5% in 2021. In this last year, the EU (27) average was 10.6%.
- In Portugal, the employed persons that *never* work from home as a percentage of the total employment (%) increase from 87.3% in 2012, to 84.4% in 2019, to 77.3% in 2020 and 74.0% in 2021. In this last year, the EU (27) average was 76.0%.

1.4 Gender

The LFS⁵ provides evidence of the frequency in the employed persons working from home as a percentage of the total employment by *sex* (e.g. usually, sometimes and never):

- In Portugal, the percentage of females employed working usually from home as a percentage of the total female employment was 15.7% in 2021. In this last year, the EU (27) average was 14.4%.
- The employed females working sometimes from home as a percentage of the total employment (%) was 11.8% in 2021. In this last year, the EU (27) average was 10.9%.
- The females employed that never work from home as a percentage of the total employment (%) 72.5% in 2021. In this last year, the EU (27) average was 74.7%.

1.5 Sector

The EWCS provides evidence of the prevalence of telework in larger *sectors* than the four covered by the project TWING:⁶

- According to EWCS 2021, 13% of the workers in *Agriculture and Industry* indicate that they have more than one work location, below the 24% of the European Union (27).⁷ According to EWCS 2015,⁸ 46% of the workers in *Agriculture and Industry* indicate to work more than ¼ of their time in telework.
- According to EWCS 2021, 28% of the workers in *Financial and other services* indicate that they have more than one work location, below the 31% of the European Union (27).⁹

⁴ https://ec.europa.eu/eurostat/databrowser/view/lfsa_ehomp/settings_1/table?lang=en

⁵ https://ec.europa.eu/eurostat/databrowser/view/lfsa_ehomp/settings_1/table?lang=en

⁶ According to EWCS 2021, 24% of the workers indicate that they have more than one work location, below the 30% of the European Union (27). https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2017NW&media=png&width=740&question=multipl_d&plot=crossCountry&countryGroup=linear&subset=nace_SMT&subsetValue=All&country=PT&countryB=EuropeanUnion

⁷ https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2017NW&media=png&width=740&question=multipl_d&plot=crossCountry&countryGroup=linear&subset=nace_SMT&subsetValue=1--Agriculture-and-industry&country=PT&countryB=EuropeanUnion

⁸ https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2016&media=png&width=740&question=y15_Q88&plot=euBars&countryGroup=linear&subset=agecat_3&subsetValue=All

⁹ https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2017NW&media=png&width=740&question=multipl_d&plot=crossCountry&c

- According to EWCS 2021, 21% of the workers in *Public administration*, education and health indicate that they have more than one work location, below the 29% of the European Union (27).¹⁰

Unfortunately, it should be noted that new process of getting access to Eurostat microdata to develop this desk research is very slow and it was not possible to have detailed information about the four sectors: ICT consultancy and related activities (mostly covered by NACE 62); Financial activities (NACE 64); chemical industries (NACE 20); and public administration (NACE 84).

2 Working conditions and main debates

2.1 Topics researched and debated

In Portugal, the Covid-19 pandemic functioned as an accelerator of digitalisation, particularly in the form of a massive expansion of teleworking. It also accelerated research about telework, with the publishing of many publications throughout different periods of the pandemic.

2.1.1 Qualitative studies

The implementation of telework as a mandatory security measure during the various periods of confinement in 2020 and 2021, led Mariana Martins Correia (2021) to observe in her masters' dissertation the case study of two Portuguese multinationals. The work aimed to study the idea that the pandemic has brought a 'new reality' for work and society, trying to understand whether the increasing implementation of telework in times of pandemic has, in fact, promoted a 'resocialization' or a 'degradation' of the process and meaning of the work. Results show that:

- In a more familiar context and more connected to the home as a workspace, there was a clear tendency to overlap personal and professional life. How this overlapping of the personal and professional spheres was perceived and experienced, in a positive and beneficial way, largely depended on the context of each person's household (e.g. whether they live alone? If they have children and what How old are the children?), their economic conditions (Is the house physically able to support long-term work?) and the personality traits of everyone. This overlap proved to be more difficult in the case of telework women. The dilution of spatial boundaries between the workplace and the place of residence was often expressed in an increase in the number of working hours and an ambiguous increase in productivity (which even put the mental health of some workers in the background).
- In the field of sociability, and since the workplace is a space par excellence for creating and recreating relationships with others, changes were also felt, pointing to a dispersion and dilution of the ties that unite workers, especially those who do not work in the same teams and/or departments, or those workers who do not establish a relationship with each other that goes a little further than the mere practical and functional dimension of the work relationship. However, in several cases, the possibility of working remotely allowed for greater mobility and, in some cases, allowed the exploration of new types of relationships in a social context different from the workspace.
- In the context of organizational dynamics, the main changes felt are mainly in terms of new modes and habits of communication, guided by more virtualized and more formalized interactions, with a greater focus on matters exclusively related to work and, on the other hand, led to a questioning

¹⁰ [countryGroup=linear&subset=nace_SMT&subsetValue=4--Financial-and-other-services&country=PT&countryB=EuropeanUnion](https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2017NW&media=png&width=740&question=multipl_d&plot=crossCountry&countryGroup=linear&subset=nace_SMT&subsetValue=4--Financial-and-other-services&country=PT&countryB=EuropeanUnion)

¹⁰ https://www.eurofound.europa.eu/data/european-working-conditions-survey?locale=EN&dataSource=EWCS2017NW&media=png&width=740&question=multipl_d&plot=crossCountry&countryGroup=linear&subset=nace_SMT&subsetValue=5--Public-administration-education-and-health&country=PT&countryB=EuropeanUnion

about the very modes of supervision. In this context, the doors were also opened to the possibility of a migration of the work itself beyond the regional and national borders of each company, raising problems related to telemigration.

- The overwhelming majority of respondents revealed a desire that, in the future, the possibility of a hybrid regime would arise that reconciled both face-to-face work at the company and a few days of telework, thus allowing for better management of personal time. This desire seems to have been heard by the staff of each of the companies.
- The pandemic only accelerated pre-existing trends, and the practice of teleworking on this scale was only possible due to the technological tools that already existed.
- This new type of work continues to be limited to certain sectors that do not depend on presence. On the factory floor and in the agricultural fields of Logoplaste and Vitacress, the working reality remains practically unchanged.

The advantages and disadvantages of telework for workers, employers and society was discussed in Dantas' (2020) work. The later author also debates teleworker privacy both at home and in the workplace, remote surveillance and the main difficulties to the implementation of telework. Lastly, Dantas (2020) presents the legal framework and the dynamics of collective bargaining in Portugal.

The institutional study of DGAEP (2021)¹¹ found that from march to June 2020:

- 17 of the 29 entities had had 1% or less teleworkers (6 of which had no experience), which reflects an almost absolute inexperience of these entities in terms of teleworking.
- a considerable number of services surveyed (15 out of 29) admit that both Senior Technicians and Technical Assistants were able to carry out their duties while teleworking.
- 24 of the 29 managers surveyed clearly stated that there was never any resistance from workers to take up telework.
- The level of computer literacy of most workers did not prove to be an obstacle to the possibility of working from home. Indeed, of the 29 entities surveyed, 21 stated that the IT knowledge of the workers proved to be sufficient for them to be able to work remotely.
- For most senior managers interviewed, the introduction of telework as a new way of carrying out work in public administration services did not imply a strategic review of the organization or management instruments, having rather required an adaptation from the point of view of operationalization of activities workers' professionals.

DGAEP (2021) study also showed that after June 2020:

- 22 of the 29 managers interviewed (15 from the Direct Administration and 7 from the Indirect Administration) noted that the return to face-to-face work was essentially done through mirror work or partial teleworking. That is, in practice, there was no longer 100% face-to-face work, but rather a rotation of workers between face-to-face work and telework.
- Most interviewees agree that this is the right time for a global review of work organization models in Portuguese Public Administration. Of the various justifications presented, those that value the fact that it is the right time to review the legal framework of work modalities as well as its performance assessment system should be highlighted, but also those that perceive this revision as inevitable, since the pandemic helped to break definitively with the resistance that existed in relation to teleworking.
- Since there is practically no resistance from workers regarding the inclusion of telework in work organization models to be used in the future, the results help us to understand that, according to the

¹¹ DGAEP (2021) aimed to understand the perceptions about the experiences public servants had in teleworking. The study included interviews between the months of June and September 2020 to 29 senior managers, 20 belonged to services integrated in the Direct Central Administration (General Directorates, General Secretariats and General Inspections) and 9 to bodies integrated in the Indirect Central Administration (Public Institutes). Between the 5th and the 22nd of January 2021, an online questionnaire with closed questions to middle managers and public employees of the 29 participating organizations, obtained 4445 responses (out of a universe of 42810 workers), of which 60.52% came from middle managers and workers from Indirect Administration Bodies and the other 39.48% from Direct Administration, which represents a response rate of 10.38%.

perception of the interviewees, some managers may tend to exercise this resistance mainly due to cultural (“more conservative mentality”) or the management and communication challenges that this new modality implies.

- The interviews revealed that “communication” was the main challenge referred by 70% of the Direct Administration top level managers and by 67% of Indirect Administration. Challenges were also felt by top level management in relation to coordination of teams (by 35% of the Direct and 44% of the Indirect), of equipment (by 30% of the Direct and 44% of the Indirect), of processes (by 20% of Direct and 22% of Indirect), and of personal and emotional issues (by 20% of Direct and 11% of Indirect).

DGAEP (2021) survey to public middle-managers and workers revealed that between 5 and 22 January 2021 – a period coincidental with the state of emergency and the highest crisis of COVID-19 pandemic in Portugal:

- around 27.2% of the workers of the sample worked in-office; 17.3% worked exclusively in telework; 17.4% worked only very occasionally in-office; 22.0% worked with some regularity in office; and around 14.3% rotate between in-office work and teleworking.
- Considering a set of potential advantages (multiple answer) arising from teleworking, 72% of respondents identifies the “time saving by avoiding travel” as the main advantage.
- Most relevant positive points arising from telework were time saved by avoiding travel (72%); the positive effect on the reconciliation of professional and personal life (54%); contributes to rethinking the organizational models of the work in Public Administration (53%); greater freedom in managing and executing tasks (45%); savings on expenses arising from travel (43%); positive effect in reducing pollution due to reducing displacements (32%).

The work of Ouro (2022a) analysed and compared the Portuguese legislation on the telework regime, contained in Law 83/2021 of 6 December, and the current Spanish legislation, contained in Law 10/2021 of 9 July. This legislative production resulted from the COVID-19 pandemic, the subsequent economic crisis, and the need to use telework to contain contamination. Both legal systems benefit from the same EU Law, and both got inspiration from the 2002 European Framework Agreement on Telework. However, Portuguese and Spanish laws chose different strategies in approaching the telework regime, which had repercussions in their legal drafting. Thus, in the Spanish case, collective bargaining was prioritised, while in the Portuguese case, the legislator himself delimited the worker's rights as much as possible. Each of these approaches has positive aspects, argued (Ouro 2022a), but they also present points that could be improved. Both Portuguese and Spanish regimes can benefit if they replicate some of the normative options of the other and, therefore, in the conclusions, the author left some proposals.

While the pandemic lockdown decelerated everyday life, it has also potentiated further acceleration of the platformisation of urban economic sectors, according to Ferreira, Carmo, and Vale (2022). This latter qualitative study of the restaurant sector in Lisbon found that: (i) the digitalisation of three management tasks during the COVID-19 lockdown – namely marketing, customer relationship management, and delivery tasks – was the trigger for the acceleration of the platformisation of the restaurant sector in Lisbon and (ii) restaurant firms had different departure points in terms of the use of digital technologies – which are linked to their location within the city – and these led to different rhythms in the platformisation of restaurants. The authors conclude that, as the lockdown measures led to a deceleration of social and economic activities, they also promoted further acceleration of economic change, especially under the logic of the platform economy. Additionally, the study showed that firms unable to engage with digital platforms have been trying to mimic online dynamics through the implementation of non-platformised digital processes, which leads the authors to consider that the effects of the process of platformisation extend beyond the platform itself.

Last, concepts, legal framework, types of telework, and its pros and cons were discussed in Adriana P. D. Teixeira (2021) masters' dissertation. In times of health emergency, telework emerges as a new way of performing work compatible with the ideals of cost reduction, generation of new jobs, flexibility and security. In the balance between positive and negative points it is possible to envision more advantages than harms, especially in times of new challenges, where the covid-19 pandemic has demonstrated the fragility of production and work systems based on classical models. According to the author, although there are many controversial points, especially those of greater fragility for the worker, such as the right to disconnection, privacy and an adequate work environment, it is certain that telework tends to spread due to progressive technological advancement and the impulse caused by the current pandemic. Teixeira argues that the fear of the paralysis of the economy by social isolation was decisive

for the imposition of new means of work and consumption based on technological resources. The question to be analysed is not to see what the future will be, whether we will live telework intensely, as a "new normal", or if we will soon forget the experience on a large scale, but what we can learn from the present.

The qualitative studies about telework during the Covid-19 period were the result of many masters' dissertation about the wide range of topics telework raises during the pandemic. At the centre of the debate was the creation of a new framework to deal with changes to telework imposed by public sanitary measures and the problems it raises in terms of expenses, 'degradation' of the process and meaning of the work, collective bargaining, public service, and digital platforms. The working conditions were addressed by a few authors, who emphasized problems linked with the size of the house, number of inhabitants and gender inequality specially when children were involve.

2.1.2 Quantitative studies

The Covid-19 period triggered quantitative studies where results vary significantly according to the date of data collection. There were seven main studies done by Sousa-Uva et al. (2021); Silva et al. 2020; Moço, Lopes, and Soares 2020; Macaire (2021); Silva (2021); Amorim et al. (2021); and Ana Brandão (2021).

Sousa-Uva et al. (2021) found that work environment and organizational culture play a crucial role in affecting telework satisfaction. Their study about "Telework during the COVID-19 epidemic in Portugal and determinants of job satisfaction: a cross-sectional study" also pointed that more studies are needed to monitor telework satisfaction and its effects on physical and mental health, so that Public and Occupational Health (and Safety) can be able to identify and implement the best interventions that allow promoting individual health and foster a healthy work environment for teleworkers.

Moço, Lopes, and Soares (2020)¹² concluded that:

- Most participants are in a situation of social isolation (84%) and teleworking (90%).
- The main repercussions of telework for individuals appear to be the feeling of greater personal isolation in relation to others, the excessive number of working hours and the negative influence on posture.
- Women, compared to men, reported a level of higher fatigue stress.
- Compared to single people without children, married people with children evaluated the telework experience differently. More precisely, participants with children reported higher levels of work-family conflict, stress and tiredness. Single individuals were the ones who reported feeling more isolated from others. 81% of those without children also appeared to be more likely to have their own space to work at home. It was also found that participants without children were significantly more satisfied with the telework situation, compared to participants who have children.
- Exercising a leadership position seems to have also influenced the way in which the remote work experience is experienced, namely: the superiors seem to feel that since they are teleworking, the image of themselves among subordinates, as well as the communication and relationship with subordinates is less favourable.
- Among the set of participants, the managers seemed to value more the personal characteristics "Discipline", "Initiative" and "Planning".
- Most participants (65%) stated that they did not prefer to always telework. However, only a small percentage of participants were "not at all satisfied" (3%) or "little satisfied" (9%) with the telework situation.

¹² The study of Moço, Lopes, and Soares (2020) was conducted through survey questionnaire made available on social networks, between the 20th and 30th of March 2020, the period of "confinement" approved at the Assembly of the Republic on the 18th of March, to 539 individuals, mostly highly skilled residents of the Mainland and Autonomous Regions.

- Regardless of the size of the company, most participants mentioned that there is no mechanism for controlling telework time by management. Additionally, and regardless of the size of the company, most participants considered that the company provided all the necessary equipment for teleworking.
- The overwhelming majority of participants identified saving time as the main advantage of teleworking (79%). As the main disadvantage, the feeling of separation from colleagues stood out (76%) and, as the main difficulty, the “mix” between professional and family life (56%).

Macaire (2021)¹³ found that answers express satisfaction with teleworking, in particular the female gender. The author concluded that, overall, the respondents are satisfied with teleworking, having a balanced personal and professional life.

Silva, Carmo, Cantante, Cruz, Estêvão et al. (2020)¹⁴ concluded that even if it was premature to assess the exact extent of the crisis, there is a set of unequivocal trends – from the unparalleled pace of job destruction to the unique scope of the layoff regime, passing the multidimensional pattern of inequality, which to a large extent reproduces and exacerbates pre-existing asymmetries in the labour market, revealing the undemocratic nature of COVID-19 (that is, the way in which socially and economically the pandemic affects some groups more than others). Likewise, adapting to telework has itself been easier in some sectors and for workers with higher qualification profiles.

Silva et al. (2020) identified that at the end of April, around 400 thousand unemployed persons were registered at employment centres, which, compared to February (the last month in which the impact of the pandemic had not yet been felt), represented an increase of 24.3% (more 76,761 unemployed). To have an idea of the meaning of this variation, in recent decades, the most pronounced annual increase in unemployment occurred between 2008 and 2009, at the peak of the recession, with over 108,669 unemployed. This time, in the space of just two months, throughout March and April, the increase in the number of unemployed already represents 70% of that value. Furthermore, the incidence of requests for access to the simplified layoff regime assumes very different intensities depending on the sector of activity of the companies, with artistic, entertainment, sports and recreational activities continuing to register a higher incidence of requests for access to the simplified layoff regime (71,5%), followed by accommodation and catering (57,5%) and education (50,2%); In addition, although 81% of the companies that have resorted to this regime were micro companies (up to 10 workers) and 96,6% have a small dimension, the larger companies resorted more intensively to this type of support. Moreover, those with more education are doubly protected from the effects of the pandemic and the subsequent stoppage of economic activity. More protected from the loss of income that has affected a very significant part of the population and less vulnerable in their daily lives (having been able to resort to teleworking on a larger scale, those with more skills were able to reduce their exposure to the risk of contagion by COVID-19). There were also indications, albeit more tenuous, that younger workers were being more affected by loss of earnings than older people. All signs thus point to the asymmetrical impact that the crisis caused by COVID-19 had on Portuguese society, according to this study.

Silva et al. (2020)¹⁵ found that COVID-19 pandemic impacts were uneven across industries and social categories. They found that almost half of workers felt dissatisfied working from home compared to their usual situation. This fact makes it possible to foresee limits and risks in the adoption of teleworking, namely about work rhythms and the delimitation between work time and rest time and dedicated to personal life.

¹³ Macaire (2021) masters' dissertation presented a studied with 156 respondents to a questionnaire.

¹⁴ Silva, Carmo, Cantante, Cruz, Estêvão et al. (2020) analysed information on the behaviour of the labour market at the beginning of the de-confinement process (end of April 2020), with a focus on registered unemployment and the use of layoffs.

¹⁵ Silva et al. (2020) analysed the impacts of COVID-19 pandemic on work, employment and income, by combining official statistics and quantitative and qualitative data collected in an online survey held to more than 11 thousand respondents.

The second wave of the online surveys confirmed this general picture with slight variations. Silva et al. (2020) found that in the case of conditions in terms of equipment, the proportion of respondents who consider having adequate conditions grew by 4 percentual points (p.p.) between March and May. This slight variation can be explained by the acquisition/availability of material relevant to telework – in particular ICT related – during this period. In contrast, when time management is considered, the proportion of respondents who declare having the right conditions declines by 3 p.p. This fact may have its origin in fatigue and wear resulting from the consecutive weeks of confinement, possibly more pronounced by the difficulties in reconciling professional life and family life, argued the authors. Nevertheless, almost half of workers felt dissatisfied working from home compared to their usual situation. This fact makes it possible to foresee limits and risks in the adoption of teleworking, namely about work rhythms and the delimitation between work time and rest time and dedicated to personal life.

Silva (2021)¹⁶ results suggest that telework is considered more motivating and satisfying than the traditional way of working and even show a more significant number of disadvantages than disadvantages.

Amorim et al. (2021)¹⁷ indicated that 80.5% of respondents were not teleworking on a regular basis when the state of emergency was declared in Portugal in March 2020 and SARS-CoV-2 pandemic was responsible for the switch to type of work. Regarding the correlation between the main components with the highest score, it is present in the component of ICT in the workplace, which reinforces the importance of this dimension for the participants and, consequently, for the different companies that use telework mode. On the other hand, the conciliation component between the teleworker's professional and personal life presented the lowest correlation with the total score, considering the challenges posed by this type of work.

Ana Brandão (2021)¹⁸ concluded that for most workers, telework was essentially a positive experience. The factors that have been shown to have the most impact on influencing workers' perception of telework were the conditions offered by their home and the support provided by the organization and their management. Most workers revealed that they would like to remain in teleworking scheme, if possible. Having demonstrated that organizations play a key role in the telework adherence, the author offer recommendations for implementing it.

The review about the Covid-19 period found six quantitative studies:

- Moço, Lopes, and Soares (2020) questioned highly skilled residents concluded that most were in a situation of social isolation and teleworking; an increase in the excessive number of working hours and the negative influence on posture; women reported a level of higher fatigue stress. married people with children evaluated the telework experience reported higher levels of work-family conflict, stress and tiredness; 81% of those without children also appeared to be more likely to have their own space to work at home; participants without children were significantly more satisfied

¹⁶ Silva (2021) masters dissertation aimed to analyse the satisfaction and motivation factors when they are linked to telework, as well as to evaluate the advantages and disadvantages of this way of working. The author used a probabilistic convenience sample of 259 participants, who were or had been before, in telework.

¹⁷ The study of Amorim et al. (2021) intended to assess the flexibility of work in Portugal, at the beginning of the SARS-CoV-2 pandemic, through the modality of teleworking, evaluating its different dimensions for this purpose, according to the perspectives of the workers, namely: advantages and disadvantages; information and communication technologies used in the workplace; powers of the employer; relationship between the worker and his/her superior; and conciliation between the teleworker's professional and personal life. The methodology combined multiple-choice questions with pre-defined answers, offering respondents the possibility of choosing and classifying various sensitivities, through a Likert scale.

¹⁸ The masters' dissertation of Ana Brandão (2021) analysed the perception of workers regarding the advantages and disadvantages associated with telework, identifies factors that influence it, and verifies the intention of workers to maintain or adopt this scheme after the pandemic. The research is exploratory, the methodology is quantitative in nature and has a sample of 341 survey respondents who experienced the telework scheme in the context of a pandemic.

with the telework situation; exercising a leadership position seems to have also influenced the way remote work experience is experienced, namely: the superiors seem to feel that since they are teleworking, the image of themselves among subordinates, as well as the communication and relationship with subordinates is less favourable; managers seemed to value more the personal characteristics “Discipline”, “Initiative” and “Planning”; most stated that they did not prefer to always telework; most mentioned that there is no mechanism for controlling telework time by management; most participants considered that the company provided all the necessary equipment for teleworking; the overwhelming majority identified saving time as the main advantage of teleworking and the feeling of separation from colleagues as the main difficulty.

- Macaire (2021) concluded that, overall, the respondents are satisfied with teleworking, having a balanced personal and professional life.
- Silva, Carmo, Cantante, Cruz, Estêvão P., et al. (2020) also studied the unemployed persons registered at employment centres and found an increase of 24.3% with the previous year (more 76,761 unemployed). Those more education are doubly protected from the effects of the pandemic and the subsequent stoppage of economic activity. More protected from the loss of income that has affected a very significant part of the income. The authors foresee limits and risks in the adoption of teleworking, namely about work rhythms and the delimitation between work time and rest time and dedicated to personal life. The proportion of respondents who consider having adequate material conditions relevant to telework – in particular ICT related – grew by 4 p.p. between March and May. By contrast, when time management is considered, the proportion of respondents who declare having the right conditions declines by 3 p.p.
- On the other hand, Silva (2021) results suggest that telework is considered more motivating and satisfying than the traditional way of working and even show a more significant number of disadvantages than disadvantages.
- Amorim, Sliusarenko, and Bernardes (2021) found that it is the presence of ICT in the workplace, which reinforces the importance of this dimension for the participants and, consequently, for the different companies that use telework mode. On the other hand, the conciliation component between the teleworker's professional and personal life presented the lowest correlation with the total score, considering the challenges posed by this type of work.
- Ana Brandão (2021) results indicated that the factors that have the most impact on influencing workers' perception of telework were the conditions offered by their home and the support provided by the organization and their management. Most workers revealed that they would like to remain in teleworking scheme, if possible.

2.1.3 Policy debates

At the time of the elaboration of this text (January 2023), the debate is centred in the implications of the legislation about telework approved in December 2021. The parliament approved a set of amendments to the Labour Code (Law 83/2021) that entry into force in January 2022, establishing new legislation on telework and workers' rights in relation to telework – covering the right to request telework, the employer's duty to refrain from contacting workers during rest periods, management of workload, prevention of psychosocial risks, and expenses and compensation for costs, among other issues – as well as the role of collective bargaining in the regulation of telework (seen by some researchers such as Bárbara Paixão (2022) as conflictual).

The focus of the debate aims at the size and scope of telework in Portugal, who pays the costs of telework (left to social partners to decide and seen by Paixão (2022) as leading to conflict) and results of collective agreements (see next section). The main trade union confederation CGTP saw the legislative move in the parliament as a major driver for new regulation of telework towards employers' side instead of workers' protection. 19 The class oriented CGTP argued that telework was no panacea

¹⁹ Lusa. (2021, April 28). UGT, CGTP e Confederação do Comércio defendem regulação para teletrabalho. *TSF*. <https://www.lusa.pt/national/article/2021-11-20/34814171/cgtp-acusa-governo-de-dar-a-m%C3%A3o-a-patronato-ao-permitir-pol%C3%ADtica-de-baixos-sal%C3%A1rios>

for workers' problems, as most workers need to work presential and employers will be saving costs without similar distribution of earnings to their workers who incur in many new costs. While discussing proposals to regulate the labour force in the tri-partite Social Concertation Standing Committee, CGTP, the second main trade union UGT and the Confederation of Commerce defended that telework cannot be imposed, it must be the subject of collective bargaining and its regulation must be considered and not based on the reality resulting from the pandemic.

2.2 Collective bargaining

The predominant level of collective bargaining in Portugal (as well as in Germany, Italy, the Netherlands and Spain) is the sector or higher level (Eurofound 2022). According to Paixão (2022), trade unions have the possibility of negotiating with employers, as long as they respect the principle of more favourable treatment, the monthly expenses to be compensated, the monthly amount to be paid to workers for the increase of those, the form or manner in which those are paid, among many other issues, with a view to obtaining agreements that satisfy, as best as possible, the interests and needs of teleworkers, avoiding possible situations of conflict and discrimination between workers.

Furthermore, Paixão indicated that to make life easier for workers' collective representation structures within the companies, and given that the typical way of disseminating information through posting pamphlets in the workplace is no longer useful for teleworkers, the legislator maintained the possibility for teleworkers to use their work tools (e.g. computer, mobile phone and internet) to participate in meetings promoted by unionists and to disclose information, texts related to trade union life and the socio-professional interests of workers, notices and communications and to communicate with workers via an email distribution lists (art. 169.º, n.º 2 and 3e art. 465.º, n.º 2 of the Labour Code).

Paixão (2022) recommended that, in addition to the fundamental role they play in negotiating with employers, trade unions can also play an essential role with the legislator, contributing to the regulation and/or supplementation of legislation on the telework regime. In fact, the trade unions should be heard during the works that may exist towards the creation or alteration of legislation on the telework regime, participating in them and contributing with proposals, since they are the ones who contact, more and more closely, with workers, listening to their doubts and concerns and getting to know their needs, demands and interests better.

Bárbara Paixão argued for the urgent need for legislative intervention, which alters or at least adds to Law No. 83/2021 clarifying all the issues raised above, defining a new concept of telework, clearer and not susceptible to so many different definitions, and telework expenses, which leaves no room for different interpretations. In fact, it is imperative that all the issues raised, and others that may exist, be properly and as soon as possible, clarified and outdated, to put an end to existing conflicts between workers and employers and to avoid those that may still arise. The ordinance, which would complement the Labour Code regime and which could be created in close relationship between the legislator, employers and unions, employers and workers would have access to a clear, objective and stable legal framework, simplifying the rules applicable to additional telework expenses and capable of to respond not only to all the practical questions that were raised, but also to the demands, needs and interests of both parties, avoiding feelings of injustice and conflicts between them.

Collective agreements about telework mostly failed because employers argued that, at that time, the legislative process was still ongoing in the parliament. Furthermore, the leader of the employers' association of contact centres stated, in an interview in June 2022, that studies found different results in different phases of the pandemic and the sector should wait until it is over to further develop telework through collective bargaining. Until January 2023²⁰, out of seven collective agreements found in DGERT database that mentioned the word "teletrabalho", one was in the financial sector (but its

²⁰ Source: DGERT, Pesquisa de Convenções Colectivas, Accessed in 5/1/2023.

coverage is too small to be representative), three in the insurance sector, one in the transport sector, two in the ICT (NACE 62), none in the chemical sector and one at the local level of public administration.

2.2.1 Financial sector

Collective bargaining in the financial sector (as well as the insurance sector) is mostly conducted at the company level. The insurance sector had many new company agreements that include telework²¹. Contrastingly, the financial sector (NACE 64) had only one single case, **non-representative of the sector** and it stated that:

1. In 2019, the collective agreement between Indorama Ventures Portugal PTA, Unipessoal Lda and another and the Federation of Industry, Energy and Transport Unions - COFESINT and another²² agreed in Clause 31 about the exemption from working hours states, in number 1, that by written agreement, workers who are in one of the following situations may be exempt from working hours:
 - a) Exercise of administrative, management, confidence, supervision or support to the holders of these positions;
 - b) Execution of preparatory or complementary work that, by their nature, can only be carried out outside the limits on normal working hours;
 - c) Telework and other cases of regular activity.
- In 2022, the Collective agreement between Indorama Ventures Portugal PTA, Unipessoal Lda and others and the Federation of Industry, Energy and Transport Unions - COFESINT and others - Global review²³, it is agreed in Clause 15 about telework that:
 2. The contracted activity can be carried out outside the company using information technologies and communication, by signing a written contract for the subordinate provision of telework, with all the rights and guarantees guaranteed by law.
 3. In the case of a worker previously linked to the employer, the initial duration for providing telework is for a maximum of three years, considering the contract automatically and successively renewed for periods of one year if is not denounced by either party at least three months in advance of the initial term or any renewal.
 4. Terminating the teleworking contract referred to in number above, and maintaining the contractual relationship with the employer, the worker will resume the functions previously exercised, or other equivalents, unless otherwise agreed in writing.
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2.2.2 ICT sector

The ICT consultancy and related activities (mostly covered by NACE 62) had two conventions (A and B) signed during the pandemic:

- A. The first Collective Contract (CCT) was signed in 2021²⁴ and again 2022²⁵ and simply consolidated what was agreed with AGEFE about telework in the pre-pandemic period. In 2021 and 2022, the aim of the CCT was to agree just on salary changes and others and to consolidate the old text. The old agreements had the Clause 15-B about telework, where it is stipulated that:

²¹ There are three examples in the Insurance sector: In 2022, a collective agreement between Fidelidade - Companhia de Seguros, SA and others and the National Union of Insurance and Related Professionals - SINAPSA and others about Salary change and others introduced the clause that the internal rules to be instituted in the company on this matter will be made known to the trade unions, before their entry into force. Furthermore, in 2022 the collective agreement between Lusitânia - Companhia de Seguros, SA and others and the National Union of Insurance and Related Professionals - SINAPSA - Salary change and others introduced more clauses about mobility and types of employment contract and about upskilling workers to use digital tools. In addition, the 2022 company agreement between Europ Assistance S.A. - Branch in Portugal and the National Union of Insurance and Related Professionals - SINAPSA and others introduced clauses related to mobility and terms of employment contract. http://bte.gep.msess.gov.pt/completos/2022/bte17_2022.pdf

²² http://bte.gep.msess.gov.pt/completos/2019/bte31_2019.pdf

²³ http://bte.gep.msess.gov.pt/completos/2022/bte5_2022.pdf

²⁴ http://bte.gep.msess.gov.pt/completos/2021/bte44_2021.pdf

²⁵ http://bte.gep.msess.gov.pt/completos/2022/bte32_2022.pdf

1. Teleworking is work carried out under legal subordination, usually outside the company and using information and communication technologies.
 2. An employee of the company or another admitted for the purpose may carry out the activity under a teleworking regime, by signing a contract for the subordinate provision of teleworking.
 3. The contract is subject to written form and must contain: a) Identification, signatures and domicile or headquarters of the parties; b) Indication of the activity to be provided by the employee, with express mention of the telework regime, and corresponding remuneration; c) Indication of the normal working period; d) If the period foreseen for the provision of work under a teleworking regime is less than the foreseeable duration of the employment contract, the activity to be carried out after the end of that period; e) Ownership of the work instruments as well as the person responsible for their installation and maintenance and for the payment of the inherent expenses of consumption and use, with the ownership of the technological work instruments belonging to the company; f) Identification of the establishment or department of the company in which the employee is dependent, as well as who he should contact in the context of the provision of work.
 4. The written form is only required to prove the stipulation of the telework regime.
 5. In 2021, the CCT was signed between the employers' association Associação Empresarial dos Sectores Eléctrico, Electrodoméstico, Fotográfico e Electrónico (AGEFE) and the trade unions Sindicato dos Trabalhadores e Técnicos de Serviços, Comércio, Restauração e Turismo (SITESE); Federação Portuguesa dos Sindicatos do Comercio, Escritórios e Serviços (FEPCES, see annex 1); Federação dos Sindicatos de Transportes e Comunicações (FECTRANS, see annex 1); Sindicato das Indústrias Metalúrgicas e Afins (SIMA); and Sindicato Nacional da Indústria e da Energia (SINDEL).
 6. In 2022, the CCT was also about salary change and others and consolidated text and maintained the same clause about telework before Covid-19. The contract was signed between the same employers' association *Associação Empresarial dos Setores Eléctrico, Eletrodoméstico, Eletrónico, e das Tecnologias da Informação e Comunicação* (AGEFE) and the following trade unions and trade unions: *Sindicato dos Trabalhadores do Setor de Serviços* (SITESE); *Sindicato das Indústrias Metalúrgicas e Afins* (SIMA); *Sindicato Nacional da Indústria e da Energia* (SINDEL); *Federação Portuguesa dos Sindicatos do Comércio, Escritórios e Serviços* (FEPCES, see annex 1), and *Federação dos Sindicatos de Transportes e Comunicações* (FECTRANS, see annex 1).
- B. The second Collective Contract was signed in 2020²⁶, 2021²⁷ and again 2022²⁸ and consolidated the text agreed about telework long before the pre-pandemic period. In 2020, 2021 and 2022, the aim of the Collective Contract was to agree just on salary changes and others and to consolidate the old text. The old agreements had the:
- Clause 27 about telework, where it is stipulated that the notion of telework is considered the form of organization and/or provision of work that, using technologies of information and communication, and can be carried out in the employer's premises, on a regular basis, is carried out outside of these locations.
 - Clause 28 about the voluntary character of telework, where it is stated that although it may form part of the conditions of admission of a worker, integration into a teleworking regime is voluntary.
 - Clause 29 about the equal treatment of telework workers stated that:
 1. Telework workers have the same rights and duties as other workers, namely about training, promotion or career professionals, limits on normal working hours and other working conditions, occupational safety and health and compensation for damage arising from an accident at work or occupational disease.

²⁶ http://bte.gep.msess.gov.pt/completos/2020/bte31_2020.pdf

²⁷ http://bte.gep.msess.gov.pt/completos/2021/bte20_2021.pdf

²⁸ http://bte.gep.msess.gov.pt/completos/2022/bte23_2022.pdf

2. In the scope of professional training, the employer shall provide the worker, in case of need, with adequate training on the use of information and communication technologies inherent to the exercise of the respective activity.
 3. The employer must avoid the isolation of the worker, namely through regular contacts with the company and other workers.
 4. Clause 30 about form and content of the telework contract, where:
 - I. The contract is subject to written form and must contain, among others:
 - a) Identification, signatures and domicile or headquarters of the parties;
 - b) Indication of the activity to be provided by the employee, with express mention of the telework regime, and corresponding remuneration;
 - c) Indication of the normal working period;
 - d) If the period foreseen for the provision of work in telework regime is less than the foreseeable duration of the employment contract, the activity to be carried out after the end of that period;
 - e) Ownership of work tools;
 - f) Identification of the establishment or department of the company in which the employee is dependent, as well as whom he should contact in the scope of work provision.
 - II. The telework worker can start to work under the regime of the other workers of the company, the permanently or for a specified period, by means of a written agreement with the employer.
 - III. The written form is only required to prove the stipulation of the telework regime.
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 - Clause 31 about working time, where it is stated that:
 1. If telework only takes place on a few days of the normal weekly working period, the parties will agree which days are affectionate to him.
 2. In the absence of an agreement, it is up to the company to set the days in cause.
 3. When performing your activity in telework, the schedule daily rate cannot be higher than that practiced in the company.
 4. The provision of additional work is not authorized unless the respective execution conditions are prior and expressly agreed with the employer.
 - During working hours, the worker must be available for contacts with clients, colleagues and/or hierarchical superiors who wish to contact him.
 - Clause 32 about the regime in the case of a worker previously linked to the employer, where is stated that:
 1. Unless otherwise agreed, in the case of a worker previously linked to the employer, the initial duration of the contract for subordinate provision of telework not may exceed three years.
 2. The parties may establish a trial period lasting up to 90 days.
 3. During the trial period, unless otherwise agreed in writing otherwise, either party may terminate the contract telework if you communicate such intention to the other grantor, with a prior notice of 15 days.
 4. Upon termination of the contract for subordinate provision of teleworking, the worker resumes the provision of work, in the agreed terms.
 - Clause 33 about work instruments in subordinate provision of telework, where it is stated that:
 1. In the absence of a contractual stipulation, it is assumed that the work instruments relating to information and communication technologies used by the worker belong to the employer, who must ensure the respective installation and maintenance and payment of the inherent expenses.
 2. Unless otherwise agreed, the worker cannot give to the work tools made available by the employer for use other than that inherent in the performance of his/her duties of work.
 3. The worker must observe the rules of use and functioning of the work tools assigned to him made available, as well as making prudent use of them. When telework ceases, they will be returned to the employer.
 4. In case of malfunction or failure of the equipment in question, the employer must be immediately warned.
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5. Among other duties, the worker undertakes to protect from third parties, namely customers, as well as not to disclose any information, data, accesses, passwords or other means - including "hardware" and "software", which may jeopardize the interests of the employer.
 6. The worker may be liable, including civil and disciplinary, for the consequences arising from the violation of the duties.
- Clause 34 about participation and collective representation of workers, where the teleworker integrates the number of employees of the company for all relative purposes to structures of collective representation, being able to apply to these structures.
 1. In 2022, the Collective Contract indicated that for all due and legal purposes, namely the provided for in paragraph g) of number 1 of article 492 of the Labour Code, the signatory entities, identified below, estimate that 100 employers and 28 000 workers are covered by this convention.
 2. In 2020, the Collective Contract was signed between the employers' association Portuguese Association of Companies in the Electric and Electronic Sector (*Associação Portuguesa das Empresas do Sector Eléctrico e Electrónico – ANIMEE*) and the trade unions *Federação dos Sindicatos da Indústria e Serviços (FETESE)*; *Sindicato Democrático dos Trabalhadores das Comunicações e dos Media (SINDETELCO)*; *Sindicato dos Trabalhadores e Técnicos de Serviços, Comércio, Restauração e Turismo (SITESE)*; *Sindicato do Comércio, Escritório e Serviços (SINDCES/UGT)*; *Federação dos Engenheiros (FE)*; *Sindicato Nacional dos Engenheiros, Engenheiros Técnicos e Arquitectos (SNEET)*; *Sindicato dos Engenheiros (SERS)*; *Sindicato dos Engenheiros da Marinha Mercante (SEMM)*; *Sindicato das Indústrias Metalúrgicas e Afins (SIMA)*; and *Sindicato Nacional da Indústria e Energia (SINDEL)*.
 3. In 2021, the Collective Contract was signed between the employers' association Portuguese Association of Companies in the Electric and Electronic Sector (*Associação Portuguesa das Empresas do Sector Eléctrico e Electrónico - ANIMEE*) and the trade unions *Federação dos Sindicatos da Indústria e Serviços (FETESE)*; *Sindicato Democrático dos Trabalhadores das Comunicações e dos Media (SINDETELCO)*; *Sindicato dos Trabalhadores e Técnicos de Serviços, Comércio, Restauração e Turismo (SITESE)*; and *Sindicato do Comércio, Escritório e Serviços (SINDCES/ UGT)*.
 4. In 2022, the Collective Contract was signed between the employers' association Portuguese Association of Companies in the Electric and Electronic Sector (*Associação Portuguesa das Empresas do Sector Eléctrico e Electrónico - ANIMEE*) and the trade unions *Federação dos Sindicatos da Indústria e Serviços (FETESE)*; *Sindicato Democrático dos Trabalhadores das Comunicações e dos Media (SINDETELCO)*; *Sindicato do Comércio, Escritório e Serviços (SINDCES/ UGT)*; *Federação dos Engenheiros (FE)*; *Sindicato Nacional dos Engenheiros, Engenheiros Técnicos e Arquitectos (SNEET)*; *Sindicato dos Engenheiros (SERS)*; *Sindicato dos Engenheiros da Marinha Mercante (SEMM)*; *Sindicato das Indústrias Metalúrgicas e Afins (SIMA)*; *Sindicato Nacional da Indústria e Energia (SINDEL)*; and *Sindicato dos Trabalhadores e Técnicos de Serviços, Comércio, Restauração e Turismo (SITESE)*.

2.2.3 Chemical industries

The sector of Chemical industries (NACE 20) did not sign any collective agreement after the Covid-19 outbreak.

2.2.4 Public administration

The central public administration sector (NACE 84) did not sign any collective agreement after the Covid-19 outbreak. There was one in the local sector that mentioned telework.

In summary, it can be concluded that the analysis of the conventions signed that directly or indirectly addressed telework after the outbreak of Covid-19 indicates a very poor collective bargaining across all sectors studies. Collective bargaining was without impact in the sector of ICT, as telework was already considered previously and social partners saw just the need to make minor updates to the previous agreements. There were other agreements, but they were not representative of their sectors, either because they had small coverage or were signed with an irrelevant company or local civil parish (*freguesia*), such as in the financial sector and local administration.

2.3 Working time and work-life balance

Across the EU, actual hours worked declined on average by one hour per week for all employees aged 15–64 between Q2 2019 and Q2 2020. There were significant differences between Member States, with Austria, Belgium, Estonia, Portugal and Romania witnessing the most significant reductions. Between Q2 2020 and Q2 2021, actual weekly hours worked increased again almost to pre-pandemic levels. Temporary absences from work (largely supported by temporary unemployment schemes) rose by close to 9% between Q2 2019 and Q2 2020 but declined by 8.5% in the following year. The most significant rises in temporary absences in this period were recorded in Cyprus, Greece, Italy, Malta, Slovakia and Spain. In most Member States, the year-on-year reduction in temporary absences between 2020 and 2021 was smaller than the increase in 2019–2020. This reflects the easing of restrictions and improvements in the labour market situation, which, however, did not lead to a fall to pre-pandemic levels (Eurofound, 2022a). These statistics should be interpreted in the context of employment-protection schemes that were in place for over 80% of the survey period in 14 Member States (Austria, Belgium, Bulgaria, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Luxembourg, Portugal, Spain and Sweden) and over 50% of this period in 5 Member States (Bulgaria, Hungary, Malta, Poland and Slovenia).

There was one agreement in 2021 between various banks and by the Banking, Insurance and Technology Union (*Mais Sindicato*, formerly known as the Union of Banking in the South and Islands) and the Bank Employees' Union of Central Portugal (SBC) that introduced an obligation to respect employees' right to disconnect as well as protection of workers against abuse by employers and in cases of domestic violence.²⁹

2.4 Control and surveillance

There were no specific studies about control and surveillance, although several trade unions reported abuses by employers. According to Moço, Lopes, and Soares (2020) some trade unionists reported that a minority of managers allegedly incurred in minor infringements of employees RDPA rights, abused and installed software to control and surveillance of their employees.

2.5 Occupational safety and health

Media monitoring of policy developments during the pandemic shows substantial variation across the Member States relating to requirements or recommendations on working from home. In four Member States (Belgium, France, Ireland and Portugal), for at least 55% of the survey period workers who could work from home were required to do so.

Eurofound (2021) indicates that there was a significant development and evolution of employment protection schemes. The information gathered in Eurofound's COVID-19 EU PolicyWatch database demonstrates that the expansion of what it categorises as 'employment protection' schemes has been one of the key features of the pandemic, building on lessons learned during the 2008–2010 financial and economic crisis (Eurofound 2020). Twelve countries introduced new schemes during the first phase of the pandemic (Cyprus, Denmark, Estonia, Greece, Hungary, Ireland, Latvia, Lithuania, Malta, Poland, Romania and Slovenia), while others amended existing measures. These amendments primarily revolved around simplifying administrative access and broadening eligibility criteria. Austria, Finland, France, Germany, Italy, Portugal and Spain increased access to groups of workers not previously covered (for example, apprentices and workers on non-standard contracts, such as part-time and fixed-term contracts, and agency workers or workers in domestic settings). (Eurofound 2021).

²⁹ <http://bte.gep.msess.gov.pt/documentos/2021/9/07790822.pdf>

2.6 Equal treatment and non-discrimination

To avoid acts of discrimination, Portuguese employers must³⁰:

- post in an appropriate place information on the worker's rights and duties in terms of equality and non-discrimination, including rights relating to parenthood
- keep, for 5 years, the records of recruitment carried out
- enable the reinsertion of all workers who took leave to care for children, as well as people with disabilities or chronic illnesses
- to analyse the specificity of the pregnant worker's work
- inform, within 5 working days, the non-renewal of the fixed-term employment contract of the pregnant worker, to Commission for Equality in Labour and Employment (CITE)
- provide everyone with favourable working conditions, namely about the elaboration of working hours, which allow for a balance between professional and family and personal activity
- provide conditions for the worker to attend a school course
- enable, whenever possible, shifts according to the interests of workers
- request a prior opinion from CITE, whenever justifications are necessary for any decision, within the legal period.

Employers must request prior opinions, within the legal period, when the employer denies the request of the worker with family responsibilities, to carry out the work activity part-time or flexible hours.

If the employer intends to dismiss, in any way, a pregnant worker, who has recently given birth or who is breastfeeding, or a worker on parental leave, it must request a prior opinion from CITE.

The Portuguese State must ensure the right to equality and non-discrimination to all workers and job applicants, in the public and private sectors.

All workers or candidates for jobs have the right to be treated equally by law and have the right to protection against discrimination of various natures, in access to opportunities, training, promotion and working conditions, making it impossible to be benefited, harmed or deprived of any rights it may have.

Workers who feel discriminated against have the right to compensation for property and non-pecuniary damages, under the general terms of law.

Regardless of gender, all workers in Portugal must enjoy equal rights, about remuneration or remuneration from their work. Leave, absences or dismissals related to parental protection cannot justify differences in the remuneration or remuneration of workers.

Working conditions should be based on the principles of the concepts of equal work and equal value:

- The concept of equal work refers to the same or similar functions that are carried out within the same organization.
- The concept of work of equal value provides that the functions performed at the service of the same employer are equivalent, considering the qualification or experience required, assigned responsibilities, physical and mental effort and conditions under which the work is carried out. This concept also provides for equal pay or remuneration.

Fixed-term, permanent, and other contractual arrangements: a level playing field between employees. Regardless of the nature of the contract, all workers have the right to equal access to employment, work and professional training, about the following factors:

- Selection criteria and hiring conditions, at all hierarchical levels
- Access to all types of professional guidance, training and retraining

³⁰ <https://eportugal.gov.pt/en/cidadaos-europeus-viajar-viver-e-fazer-negocios-em-portugal/trabalhadores-em-portugal/entidades-empregadoras-em-portugal-informacoes-sobre-discriminacao#:~:text=All%20workers%20in%20Portugal%20must,in%20employee%20pay%20or%20remuneration.>

- Compensation and other benefits or remuneration, promotion to all hierarchical levels and criteria for selecting workers to be dismissed
- Membership or participation in collective representation structures, or in any other organization whose members exercise a particular profession, including the benefits conferred by them
- Legal provisions for the exercise of professional activity for being a foreigner or having lost their homeland
- Provisions relating to the special protection of genetic heritage, pregnancy, parenthood, adoption and other situations concerning the reconciliation of professional activity with family life.

3 Regulation

3.1 Regulatory framework and recent reforms at national level

The regulation of telework started in 2003, when Portugal was one of the first countries in Europe to regulate it for the private sector (Boavida and Moniz 2020). However, the major mark in telework regulations was the 2009 Labour Code.³¹ It contained much of the present text, although some clauses were included, excluded or modified. Later, in the context of Covid-19 pandemic, there were several temporary legislative measures to adapt the regulatory framework to the different phases of the pandemic. This temporary legislation was extensive.³² For example, Lei n. ° 5/2020 was the Fourth amendment, by parliamentary consideration, to Decree-Law no. 10-A/2020, of March 13³³, which establishes exceptional and temporary measures regarding the epidemiological situation of the Covid-19.³⁴ In a later phase, a new teleworking regime was approved and came into force on January 1, 2022, after difficult negotiations in the legislature through Law n. ° 83/2021 of December 6^{35, 36}.

The COVID-19 pandemic led to an extraordinary increase in both telework and remote work. This increase exposed some of the fragilities and loopholes of the applicable regulation and led the Portuguese Parliament to approve a new law on teleworking in the form of an amendment to the Labour Code aimed at extending the protection of teleworkers, according to the expert Catarina Carvalho (2022). Carvalho argued that the new Portuguese legal framework for teleworking (Law n. ° 83/2021) improves employees' rights, addresses some of the problems raised during the lockdowns, and occasionally formulates some original responses, as in the case of the disconnection approach, as well as in the promotion of work-life balance through telework, encouraging a cultural shift towards an equal distribution of care work between men and women.

Carvalho argues that the impact of teleworking in terms of expenses should be neutral, which is not clear in the light of the recent regulation, otherwise employers and/or employees will avoid it. Furthermore, the role of collective bargaining is limited, since it can only deviate from the law in a manner more favourable to employees, which is not always easy to evaluate in practice. Hence, the role

³¹ <https://dre.pt/dre/detalhe/lei/83-2021-175397114>

³² <https://www.dgert.gov.pt/covid-19/legislacao-relacionada-com-a-covid-19>

³³ <https://dre.pt/dre/detalhe/decreto-lei/10-a-2020-130243053>

³⁴ <https://files.dre.pt/1s/2020/04/071a00/0000200003.pdf>

³⁵ <https://dre.pt/dre/detalhe/lei/83-2021-175397114>

³⁶ The present text of the Labour Code addresses telework in thirteen clauses: Article 165.º about the notion and scope of the regime; Article 166.º about the agreement for provision of telework; Article 166-A about the right to telework regime; Article 167.º about the duration and termination of the telework agreement; Article 168.º about equipment and systems; Article 169.º about equal rights and duties; Article 169-A about organization, direction and control of work; Article 169-B about special duties; Article 170.º about privacy of teleworkers; Article 170-A about safety and health at work; Article 171.º about oversight; Article 218.º about working hours exemption conditions; Article 465.º about display and distribution of trade union information and Article 492.º about the collective agreement content.

of collective agreements in the clarification of some doubts concerning the legal framework can be compromised and lead to judicial litigation. Lastly, the new legal framework is shaped by the problems raised by the pandemic crisis, which can be open to criticism, since there was no global evaluation of the Portuguese labour market, nor “of the challenges companies will be facing in the near future”. For instance, the Portuguese telework regulation is distinctly designed on the premise that the work will be executed at the employee’s home. According to Carvalho, the regulation fails to provide legal arrangements for situations in which the work is not rendered in a single space or even in a single jurisdiction.

In a similar vein, Bárbara Paixão (2022) argues that the telework regime in the Portuguese legal system, despite containing its basic principles, did not respond to all the real needs and interests of employers and workers during the pandemic, and some practical questions began to emerge. As a result of pressure from employers and workers, the Portuguese legislator felt the need to change the teleworking regime in the Portuguese Labour Code, resulting in Law n. ° 83/2021, of 6 December. However, although this was the first step on a long path described here, the legislator was not happy with all the changes introduced, namely about teleworker expenses and the person responsible for their payment, and, instead of giving answers and presenting solutions, raised new doubts and practical questions.

Interestingly, Paixão (2022) addresses one of the main debates about telework at the time of writing this text. According to the author, the additional expenses of the teleworker and the person responsible for paying them, introduced by the changes in article 168 of the Labour Code. Paixão argues that instead of making life easier for employers and workers and clarifying their doubts, the regulation brought unnecessary conflict, creating doubts and making room for new conflicts not only between workers and employers, but also between workers themselves. According to the author:

- Changes in number 2 of the article 168 indicate that the employer is responsible for the payment of additional expenses that the employee may have with the acquisition, use and maintenance of equipment and computer or telematic systems, necessary for the performance of his activity, as well as for the additional expenses with energy and installed network in the workplace.
- The legislator did not bother to explain how the rule should be applied in practice, leaving room for different interpretations and, consequently, for different practical applications in the day-to-day of companies. The truth is that there is a great lack of densification of concepts, not only in this norm, but in all the legislative alteration, namely of concepts that can effectively help with its interpretation, and the few concepts invoked are confusing and susceptible to misunderstandings, offering themselves to various interpretations.
- Difficulties created with the lack of criteria for the quantification of additional expenses creates, and which also does not seem to have been foreseen by the legislator, is that there may be situations in which workers with the same professional category, within the same company, and using the same work instruments in the performance of their activity, will receive compensation for increased expenses of very unequal amounts. It turns out that situations like these can be seen as discriminatory acts between workers, carried out by the employer, causing disagreements between workers and between them and their respective employers.
- Another issue is related to the form of proof of the increases by the worker: what documents should the workers present to their employer to prove the cost they allege? Will invoices for the current month and the same month of the year prior to the agreement suffice? What if the invoices are not in the worker's name but, for example, his/her spouse, housemate or landlord? Will the employer be obliged to assume these expenses? The legislator did not address these issues and these ‘parameters’ seem to be manifestly insufficient for determining the real value of the increased expenses due to teleworking.
- The procedure to be adopted in situations of cohabiting telework, also raises many doubts and leaves some reservations, since the legislator failed to provide for several essential practical situations.
- In the case of increased expenses with energy and the network installed at the workplace, the situation no longer seems so simple, since these services, from the outset, will be acquired in the name of the worker, his spouse, of his/her parents or even the landlord and, consequently, the respective invoices will be in their name and not the employer. This means that, about these services, the respective invoices will not meet, from the outset, the above-mentioned requirements, which means that such expenses will be considered expenses that are not duly documented and, consequently, not accepted for tax and accounting purposes of the company, not being tax deductible.

3.2 Statutory legislation

Under the Article 165.º of the Labour Code, the notion of telework is “Telework is considered to be work provided under legal subordination, usually outside of the company and through the use of information and communication technologies.”³⁷

According to the Article 166.º of the Labour Code, the contract regime for subordinate provision of telework stipulates that:

1. Telework can be performed by a company worker or another worker admitted for the purpose, through a contract for subordinate telework provision.
2. Verification of the conditions provided for in paragraph 1 of article 195, the worker has the right to carry out the activity under a regime of telework, when this is compatible with the activity performed.
3. In addition to the situations referred to in paragraph previous, the worker with a child aged up to 3 years is entitled to exercise the activity in a teleworking regime, when this is compatible with the activity performed and the employer has the resources and means to do so.⁵
4. The employer cannot oppose the worker's request under the terms of the previous numbers.⁶
5. The contract is subject to written form and must contain:
 - a) Identification, signatures and domicile or headquarters of the parties.
 - b) Indication of the activity to be provided by the worker, with express mention of the regime of telework, and corresponding remuneration.
 - c) Indication of the normal working period.
 - d) If the period foreseen for the provision of work under a teleworking regime is less than the foreseeable duration of the employment contract, the activity to be carried out after the end of that period.
 - e) Ownership of the work instruments as well as the person responsible for the respective installation and maintenance and payment of consumption and usage expenses.
 - f) Identification of the establishment or department of the company in which the worker, as well as who he should contact in the scope of work.

6 – The telework worker may start working under the other regime employees of the company, permanently or for a specified period, by means of a written agreement with the employer.⁸

7 – The written form is only required to prove the stipulation of the telework regime.⁹

8 – Violation of the provisions of paragraph 3 constitutes a serious offense and constitutes a minor offense violation of the provisions of paragraph 4.¹⁰

According to the Article 167.º of the Labour Code, there is another regime in the case of a worker formerly linked to the employer:

1 – In the case of a worker previously linked to the employer, the initial duration of the contract for subordinate provision of telework cannot exceed three years, or the period established in an instrument of collective labour regulation.

2 – Either party may denounce the contract referred to in the previous number during the first 30 days of its execution.

3 – Upon termination of the contract for the subordinate provision of telework, the worker resumes the provision of work, under the agreed terms or those provided for in a regulatory instrument work collective.

4 – Violation of the provisions of the previous number constitutes a serious offence.

In 2002, the European Framework on Telework was established – where if highlight provisions on i) attribution to teleworkers of protection like that of workers carrying out their activity on the premises

³⁷ <https://www.dgert.gov.pt/wp-content/uploads/2020/10/DGERT-Teletrabalho-em-FOCO-1-de-2020.pdf>

of the employer; ii) regulation of their conditions of work, health and safety, training, human rights collective; iii) and consecration of two solemn principles – the principle of reversibility and the voluntary character of the telework.

In line with the main guidelines of the European Framework Agreement on Telework, Portugal established the legal regime (initially only for the private sector) of teleworking having been the first country at European level to do so.

The legal regime of teleworking had its first legal consecration in articles 233.º to 243.º of Law n.º 99/2003, of August 27, which approved the Labour Code. Then, Law No. 7/2009, of February 12, which approved the new Labour Code, regulates telework in articles 165.º to 171.º, without relevant changes compared to the previous regime.

In the Labour Code, teleworking is defined as “work performed with legal subordination, usually outside the company and through the use of technologies of information and communication”, stipulating that to carry out the activity under the regime of telework, it is necessary to enter a contract for the subordinate provision of telework.

In the context of the COVID-19 pandemic, the figure of telework gained an exponential importance as work organization instrument essential to avoid the risk of contagion. Article 6 of Decree-Law 2-A/2020, of 20 March, imposed the obligation to use the figure of telework, regardless of the link employment, whenever this was technically feasible considering the nature of the functions exercised. This obligation was in effect for most people between March 20 and June 1, 2020. And from that date, it remained mandatory when required by the worker, regardless of the employment relationship, whenever the functions in question allow in the following situations:

- The worker, through medical certification, is covered by the regime exceptional protection of immunosuppressed and chronically ill patients, under the terms of article 25.º -A of Decree-Law no. 10 -A/2020, of March 10, in its current wording;
- The worker has a disability, with an equal or higher degree of disability at 60%;
- It is also mandatory to adopt the teleworking regime when the physical spaces and organization of work do not allow compliance with the guidelines of the DG Health and the Authority for Working Conditions on the matter, strictly to the extent necessary.

However, the Resolution of the Council of Ministers nº 70-A/2020, of September 11, declared the contingency situation within the scope of the COVID19 disease pandemic, identifying as measures to prevent and mitigate the risks of contagion the maintenance of situations of mandatory teleworking previously provisionally provided for, and also, with a view to reducing contagion, instituted preference for the use of the telework regime in companies with 50 or more workers in areas where the epidemiological situation justifies (identified by Resolution of the Council of Ministers to be issued every 15 days), whenever the nature of the activity allows, whose regime came to be implemented by the Decree-Law No. 79-A/2020, of October 1st.

The concern in Portugal, common to other countries, was to ensure a distance to prevent the spread of a highly contagious disease, without the total paralysis of the economy, with direct consequences for companies, preservation of jobs and the very support of the State, according to Adriana Teixeira (2021). It was in this context that telework became an important tool for facing the health crisis, which imposed social distancing, and for the continuity of work and the economy.

During the evolution of the pandemic, telework went through different stages in terms of its implementation, which varied according to the spread of the Covid-19 disease, according to Teixeira (2021). In this way, the measures adopted alternated periods of greater restrictions with others of easing according to the stage of confinement and lack of confinement, states of emergency, calamity and contingency.

In an initial phase of the Covid-19 crisis, before the decree of the state of emergency, DL nº10-A/2020, of March 13, was edited, which provided telework to be unilaterally determined by the employer or at the request of the worker, if there is compatibility with the functions, except for essential service workers, defined in article 10, paragraph 1, of the text. This rule was later revoked by Article 4 of Decree-Law No. 24-A/2020, of May 29, as part of the normative package for the first phase of extraordinary measures to deal with Covid-19.

In short, telework broadly envisaged, including for self-employed workers, departs from the norms of the Labour Code and from the very consensual nature of this regime, according to Teixeira (2021).

Not even the telework instruments were included as structural elements, approaching it to a distance work with its own regulation.

Finally, workers in essential services are excluded from the telework regime (art.29/2, of DL n°10-A/2020, of March 13). There was no specification of the requirement of written form, which even in the 2009 Labour Code ceased to be an element of the substance of the act.

Later, with the worsening of the health crisis, the government forced itself to take more energetic measures, which imposed the confinement and suspension of most services, except for essential ones, according to Adriana Teixeira (2021). President of the Republic n°14-A/2020, starting from Decree n°2-A/2020, of March 20 (art.6), which regulated the execution of the state of emergency in the second phase. With this Decree, telework has become mandatory, regardless of the employment relationship, if it is compatible with the functions performed, a situation that remained during the duration of the state of emergency (renewed by Decrees numbers 2B and 2C, of 2020 and in the Resolutions of the Council of Ministers n°33-A/2020, of April 30th and n°38/2020, of May 17th).

A third phase of transition, in which teleworking continued as a viable resource for carrying out work safely, but only mandatory in certain situations. Telework is no longer mandatory in general, with express reference to the ordinary norms of the Labour Code (written agreement), with some exceptions (Resolutions of the Council of Ministers n.º 40-A/2020, 51-A, 53-A; 55-A, 63-A and 70-A/2020). Thus, the ordinary norms of the Labour Code prevailed again, with some reservations.

The Resolution of the Council of Ministers n° 40-A/20, established in article 4, n° 1, the obligation of teleworking at the request of some categories of more vulnerable workers and in other listed situations, such as when it was not possible to comply with the guidelines Directorate-General for Health and the Authority for Working Conditions due to the physical spaces and work organization itself, stated Teixeira (2021). Rotating teleworking, commuting or alternating with the face-to-face regime was also allowed, as a preventive measure unilaterally by the employer, without the requirement of agreement, with the distancing of the Labour Code model.

Subsequent Resolution No. 51-A/2020, of June 26, only excluded workers with children under 12 years of age or dependents from mandatory telework situations. The other Resolutions maintained the system of exceptions until Resolution of the Council of Ministers n°70-A/2020, of September 11, where the contingency situation was declared, with the imposition of the alternate telework regime in the metropolitan areas of Lisbon and Porto.

With the worsening of the epidemiological situation, the government ended up deciding on more restrictive measures with the edition of DL n°79-A/2020, of October 1st, according to Teixeira (2021). It established “an exceptional and transitory regime of work reorganization” for the prevention of the pandemic, returning to telework in the mandatory format, initially in “companies with workplaces with 50 or more workers, in territorial areas where the epidemiological situation justifies it defined by the Government through resolutions of the Council of Ministers”, editable every fortnight, with the enactment of a new state of emergency as of November 6, 2020 (Decree of the President of the Republic No. 51-U-2020, of November 6).

Finally, the obligation was broadly renewed in Decree n°3-A/2021, of January 14, with the sole condition of compatibility and that the worker has the conditions for its exercise, without the need for an agreement between the parties.

Only with Decree-Law n° 25-A/2021, of March 30, the transition from the state of emergency to that of calamity begins, with measures directed towards the deconfinement, in accordance with Resolution of the Council of Ministers n° 45-c /2021, of April 30, which declares the situation of calamity, but maintains teleworking as a mandatory regime in all municipalities of the mainland national territory, regardless of the degree of risk.

Afterwards, telework remained mandatory with a forecast return to the rules of Decree-Law n°79-A/2020 as of June 14, 2021, when teleworking will only be mandatory in high, very high and extreme risk municipalities, provided there is compatibility and technical means. The assessment will be carried out by the Directorate-General for Health (DGS) and by the ACT, identified in the Resolutions of the Council of Ministers.

The possibility of continuing mandatory teleworking in the riskiest municipalities, at the discretion of the government until the end of 2021, generated a lot of criticism in the face of future uncertainties and the provision of a long term, according to Teixeira (2021). What is certain, however, is that the

pandemic brought an additional concern, as there were proposals to extend the situations in which the worker can request telework, without the employer's agreement, in addition to other relevant issues such as the right to disconnect and the burden of costs, especially in situations where this is imposed unilaterally by the employer or by force of law for reasons of force majeure.

3.3 Collective regulation in the four sectors covered

The data available on collective agreements signed during 2020 show significant variation among Member States, according to Eurofound (2022). In Portugal, the pandemic reduced the number of collective agreements signed, but it seems that it did not have a major impact on the topics and priorities of the negotiation agenda. In 2020, there was a significant reduction in the number of negotiated collective agreements published by the Ministry of Labour (-22% compared with 2019) and in the number of workers covered by the agreements (-45% compared with 2019). In 2021, the number of agreements rose by 9%, while the number of workers covered grew by 30%.

The analysis of the overview of the set of negotiating collective agreements (conventions and adherence agreements) and extension ordinances, published annually (2010 to 2021) shows an oscillating evolution over these 11 years and the existence of two milestones that coincide with the drop in contracting collective: the economic and financial assistance program between 2011 and 2014 (popularly named 'Troika') and the COVID-19 pandemic, starting in March 2020 (Centro de Relações Laborais 2022). The latter report indicates that the pandemic contributed to interrupting the cycle of growth that been checking since 2015. The number of conventions in 2020 (169) is practically the same as in 2011 (170) and, in 2021, there are some signs of recovery, in terms of the number of conventions (208), and extension ordinances (55). In contrast, the number of adherence agreements grew in 2020 and dropped again in 2021 (from 39 in 2020 to 18 in 2021).

In 2010 and 2011, sectoral bargaining was predominant, which is reflected in the high proportion of collective agreements (Centro de Relações Laborais 2022). Between 2012 and 2014, negotiation at company level grew. In 2015 and 2016, collective agreements slightly regained their preponderance, which again gave way to a tenuous supremacy of the Company Agreement (AE) in 2017 and 2018, whose number equals that of Collective Contracts (CC), in 2019. In 2020 and 2021, the growth of AEs again stands out (regarding CC and Collective agreements (AC)), which represent, respectively, 57% and 52% of the total collective agreements in those years (while CC represent 36% and 38%, in 2020 and 2021 respectively).

From a coverage perspective, it is observable that the number of workers (potentially) covered evolves positively between 2014 and 2018, this trend is reversed in 2019 and accentuates in 2020, according to Centro de Relações Laborais (2022). In 2021, there is again a slight increase the number of workers, with the prevalence of sectoral negotiation: AC 18 921 workers covered; AE 39 614 workers covered; and CC 482 331 workers covered. The publication of the Ordinance for working conditions, addressed to administrative workers (95 375 in 2021), which adds to the 540 866 TCO, also contributes to the calculation of coverage. In any case, the number of workers covered in 2021 is far from the number reached annually from 2016 to 2019 which, in turn, was already much more modest compared to 2010.

Telework is one of the types of employment contracts. With the revision of Law n. ° 83/2021, the notion of teleworking was changed, and the regime was also applied to situations of economic dependence. Thus, currently, teleworking is no longer characterized by the fact that it is usually carried out outside the company, but by the fact that the provision is carried out in a place not determined by the employer, using information and communication technologies. As of January 1, 2022, the new regime requires that this is only possible under more favourable conditions for the worker.

There are collective agreements that regulate the figure of telework, some more extensively than others. In general, the regime established in the Labour Code is foreseen, namely the concept of teleworking, equal treatment, the form and content of the agreement, internal and external teleworking and responsibility for the instruments related to the teleworking activity; in other cases, there are some particularities, such as the possibility of establishing a mixed regime of face-to-face work and telework.

The right to disconnect makes it possible to differentiate working time from rest time and contributes to the protection of the worker's private life (Centro de Relações Laborais 2022). Thus, in the context

of a collective agreement, this right is normally associated with the worker's rest time. The wording adopted translates, as a rule, into the employer's duty to ensure that the “use of a digital tool provided by the institution” does not impede the worker's right to rest 750. their rest periods. Only in one case does the possibility arise that the subject is subject to internal regulation, in which case the representative structures of the workers must be previously heard, and the granting unions informed.

3.3.1 ICT consultancy and related activities

3.3.1.1 Industrial relations landscape

The ICT consultancy and related activities (mostly covered by NACE 62) has two main employers' representation:

1. Associação Portuguesa das Empresas do Sector Eléctrico e Electrónico (ANIMEE); and
2. Associação Empresarial dos Setores Eléctrico, Eletrodoméstico, Eletrónico e das Tecnologias da Informação e Comunicação (AGEFE).

Both ANIMEE and AGEFE are filiated in the main employers' confederation CIP.

There are no studies about trade union density in the sector. The main trade union federation of the sector is the *Federação Portuguesa dos Sindicatos do Comércio, Escritórios e Serviços e outros* (FEPCES), filiated in the main confederation CGTP. This federation represents the five trade unions (see annex 1). There are three main trade unions active in the sector:

1. Sindicato dos Trabalhadores do Setor de Serviços (SITESE);
2. Sindicato das Indústrias Metalúrgicas e Afins (SIMA); and
3. Sindicato Nacional da Indústria e da Energia (SINDEL).

There is another federation in the sector named *Federação dos Sindicatos de Transportes e Comunicações* (FECTRANS) filiated in the main confederation CGTP. This federation represents the ten trade unions (see annex 1).

3.3.1.2 Collective bargaining

The sectoral employers' association ANIMEE has a Collective Contract (*Contrato Coletivo de Trabalho*) signed in 22/6/2022.³⁸ Telework was agreed for the first time in 2011³⁹, long before the outbreak of Covid-19. The 2022 Collective Contract updated the regulations of telework with 8 new clauses that worse mentioning:

- Clause 27 about notion defines Telework is considered the form of organization and/or provision of work that, using technologies of information and communication, and can be carried out in the employer's premises, on a regular basis, is carried out outside of these locations.
- Clause 28 states that the collective bargaining states that the teleworking regime is voluntary and it can be part of the admission conditions of a worker.
- Clause 29 about equal treatment of teleworkers states that:
 1. Telework workers have the same rights and duties as other workers, namely regarding training, promotion or career professionals, limits on normal working hours and other working conditions, occupational safety and health and compensation for damage arising from an accident at work or occupational disease;
 2. In the scope of professional training, the employer must provide the employee, if necessary, with adequate training on the use of information and communication technologies inherent in the exercise of the respective activity; and
 3. The employer must avoid the isolation of the worker, namely through regular contacts with the company and other workers.

³⁸ https://app.animee.pt/images/animee/noticias/BTE_23_2022.pdf

³⁹ http://bte.gep.msess.gov.pt/completos/2011/bte24_2011.pdf

- Clause 30 about form and content of the telework contract states that:
 1. The contract is subject to written form and must contain, among others:
 - a. Identification, signatures and domicile or headquarters of the parties;
 - b. Indication of the activity to be provided by the employee, with express mention of the telework regime, and corresponding remuneration;
 - c. Indication of the normal working period;
 - d. If the period foreseen for the provision of work in telework regime is less than the foreseeable duration of the employment contract, the activity to be carried out after the end of that period;
 - e. Ownership of work instruments; and
 - f. Identification of the establishment or department of the company in which the employee is dependent, as well as whom he should contact in the scope of work provision.
 2. The telework worker can start to work under the regime of the other workers of the company, the permanently or for a specified period, by means of a written agreement with the employer; and
 3. The written form is only required to prove the stipulation of the telework regime.

- Clause 31 about working time states that:
 1. If telework only takes place on a few days of the normal weekly working period, the parties they will agree which days are affectionate to him;
 2. In the absence of an agreement, it is up to the company to set the days in cause;
 3. When performing your activity in telework, the schedule daily rate cannot be higher than that practiced in the company;
 4. The provision of additional work is not authorized, unless the respective execution conditions are prior and expressly agreed with the employer; and
 5. During working hours, the worker must be available for contacts with clients, colleagues and/or hierarchical superiors who wish to contact him.

- Clause 32 about regime in the case of a worker previously linked to the employer states that:
 1. Unless otherwise agreed, in the case of a worker previously linked to the employer, the initial duration of the contract for subordinate provision of telework not may exceed three years;
 2. The parties may establish a trial period lasting up to 90 days;
 3. During the trial period, unless otherwise agreed in writing otherwise, either party may terminate the contract telework if one communicates such intention to the other grantor, with a prior notice of 15 days; and
 4. Upon termination of the contract for subordinate provision of teleworking, the worker resumes the provision of work, in the agreed terms.

- Clause 33 about work instruments in subordinate provision of telework states that:
 1. In the absence of a contractual stipulation, it is assumed that the work instruments relating to information and communication technologies used by the worker belong to the employer, who must ensure the respective installation and maintenance and payment of the inherent expenses;
 2. Unless otherwise agreed, the worker cannot give to the work tools made available by the employer for use other than that inherent in the performance of his/her duties of work;
 3. The worker must observe the rules of use and functioning of the work tools assigned to him made available, as well as making prudent use of them. When telework ceases, they will be returned to the employer;
 4. In case of malfunction or failure of the equipment in question, the employer must immediately warn;
 5. Among other duties, the worker undertakes to protect from third parties, namely customers, as well as not to disclose any information, data, accesses, passwords or other means - including "hardware" and "software", which may jeopardize the interests of the employer; and
 6. The worker may be liable, including civil and disciplinary, for the consequences arising from the violation of the duties.

- Clause 34 about participation and collective representation of workers states that the teleworker integrates the number of employees of the company for all relative purposes to structures of collective representation, being able to apply to these structures.

The employers' association AGEFE has an active Collective Contract (*Contrato Coletivo*) signed in 6/66/2022 with the trade unions FEPCES (see annex 1), Siteze, Sima and Sindel.⁴⁰ Telework was agreed for the first time in 2019, before the outbreak of Covid-19. Their 2021 CCT introduced the norms present in the Labour Code. The 2022 maintained the same references to telework.

3.3.2 Financial activities

3.3.2.1 Industrial relations landscape

The financial activities (NACE 64) sector has one sectoral employers' association named *Associação Portuguesa de Bancos (APB)*.⁴¹

The sector also has ten active trade unions, namely:

1. Sindicato Nacional dos Quadros e Técnicos Bancários (SNQTB);
2. Federação do setor financeiro (FEBASE);
3. Sindicato dos Trabalhadores do Sector Financeiro de Portugal (SBN);
4. Sindicatos Independentes da Banca (FSIB);
5. Sindicato da Banca, Seguros e Tecnologias - Mais Sindicato (former Union Bank Of South And Islands - Sindicato dos Bancários do Sul e Ilhas, SBSI);
6. Sindicato dos Bancários do Norte (SBN);
7. Sindicato dos Trabalhadores das Empresas do Grupo Caixa Geral de Depósitos (STEC);
8. Federação dos Sindicatos Independentes da Banca (FSIB);
9. Sindicato dos Bancários do Centro (SBC); and
10. Sindicato dos Trabalhadores da Atividade Financeira (SINTAF).

3.3.2.2 Collective bargaining

The review of the collective agreements in the sector revealed that they never addressed the topic of telework. There are thirteen active Collective Contracts and Collective Agreements in the financial sector and thirty-two Company Agreements (see annex 3). The high concentration of Company Agreements and Collective Labour Contracts shows that collective bargaining in the sector is mostly done at company level and, after, at the sectoral level.

3.3.3 Chemical industries

3.3.3.1 Industrial relations landscape

The landscape of employers' associations is unusually diverse. There are nine employers' associations in the Chemical industries (NACE 20) (please see Annex 2).

On the other hand, trade unions are more concentrated in two main sectoral federation of trade unions in the sector: the Federação Intersindical das Indústrias Metalúrgicas, Químicas, Elétricas, Farmacêutica, Celulose, Papel, Gráfica, Imprensa, Energia e Minas (FIEQUIMETAL), filiated in the main confederation CGTP. The federation FIEQUIMETAL represents nine trade unions (see annex 1). Furthermore, the Federação de Sindicatos da Indústria, Energia e Transportes e Outros (Coofesint) is another relevant federation that represents seven trade unions (see annex 1).

⁴⁰ http://bte.gep.msess.gov.pt/completos/2022/bte32_2022.pdf

⁴¹ <https://www.apb.pt/>

3.3.3.2 Collective bargaining

The sector has an active collective contract (Contrato Coletivo) signed in 2022-05-22 between the employers' association (*Associação Portuguesa da Química, Petroquímica e Refinação e Outras - APQuímica*) and the *Federação de Sindicatos da Indústria, Energia e Transportes e Outros* (Coofesint).

There was an Extension Ordinance (*Portaria de Extensão*) to cover all the remaining workers in July 2022, based on a governmental evaluation study of the main indicators of the sector.⁴² According to the study of the 2019 Single Report/Table of Personnel, the 36 445 full-time employees (TCO) of the sector were covered by the collective labour regulation instrument, directly and indirectly, excluding practitioners and apprentices and the residual, of which 31.9% are women and 68.1% are men. According to the sample data, the study indicates that for 21 728 TCO (59.62 % of the total) the remuneration due is equal to or greater than to conventional remuneration while for 14 717 TCO (40.38% of the total) the remuneration due is lower than the conventional, of which 59.3% are men and 40.7% are women. As for the salary impact of the extension, the update of remunerations represents an increase of 0.5% in the salary mass of the total number of workers and of 2.1% for workers whose due remuneration will be changed. From the perspective of promoting better levels of cohesion and social equality, the study indicates that there is no impact on the salary range.

In this context, considering the social circumstances and economic justifications for the extension, the broadening of the scope of application of amendments to the collective agreement to non-standard employment relationships is promoted covered by collective bargaining regulations because it has, on the social level, the effect of standardizing conditions workers' minimum working hours and, on the economic front, to approximate the conditions of competition between companies in the same sector.⁴³ This extension ordinance maintained the opposition to the agreement of the main federation of trade unions in the sector, the FIEQUIMETAL.⁴⁴

3.3.4 Public administration

3.3.4.1 Industrial relations landscape

The public administration sector (i.e. NACE 84) has the central government and local municipalities as the main employers' representatives. The main trade unions work under two main federations:

- *Frente Comum de Sindicatos da Administração Pública* (Frente Comum) is a trade union platform that represents around 80 000 public administration workers in the country. The organization was founded in 1996 and is made up of 26 unions from different sectors of public administration, including health, education, justice, social security, transport and postal services.
- *Federação de Sindicatos da Administração Pública* (FESAP)⁴⁵ is an association of trade unions affiliated to UGT and independent representing workers in the Central, Regional Public Administration sector. It includes the thirty-two trade unions (see annex 1).

3.3.4.2 Collective bargaining

Collective negotiation and contracting by the Public Administration has its own regime, although it obeys the same principles as common collective contracting in the Labour Code. The Centre for Labour Relations (2022) states that, in general terms, the right to collective bargaining in Public Administration maintains a double aspect, established in article 347.º, 3, of the General Law of Labour in Public

⁴² http://bte.gep.msess.gov.pt/separatas/sep17_2022.pdf

⁴³ In accordance with the provisions of number 2 of article 514 of the Labour Code.

⁴⁴ http://bte.gep.msess.gov.pt/separatas/sep17_2022.pdf

⁴⁵ https://fesap.pt/wp-content/uploads/2021/06/FESAP_Estatutos_Bte35_2012.pdf

Functions (LTFP): it aims to obtaining agreements “on matters that form part of the status of workers in public functions, to be included in legislative acts or administrative regulations applicable to these workers”; and the execution of conventional collective regulation instruments, applicable to workers with an employment contract in public functions. This legal framework for collective bargaining within the scope of Public Administration, as well as its specificities in relation to the Labour Code regime, did not change until 2021 inclusive.

According to the Centre for Labour Relations (2022), the exponential growth of Collective Agreements of Public Employers (*Acordo Coletivo de Empregador Público - ACEP*) registered from 2014 - whose contents are largely focused on the definition of the normal working period, especially within the scope of municipal administration. This growth followed the changes introduced by Law n. ° 68/2013, of August 29, and the subsequent impact of the constitutional jurisprudence produced in this regard, which influenced collective bargaining in Public Administration and explains the high number of collective agreements from 2014 onwards (97.7% of ACEPs were entered into after 2014). From 2017 onwards, there is a slowdown, partially influenced by the weakening of the effect caused by the Decision of the Constitutional Court n. ° 494/2015.

In 2021, the context of the Covid-19 pandemic was reflected, as in 2020, although there was a small increase in the number of conventions published within the scope of the LTFP (8.33%, from 48 in 2020 to 52 in 2021). This increase is smaller than that seen in collective bargaining under the Labour Code, which we noted earlier (23.1%, from 169 Collective Agreements in 2020 to 208 in 2021). In 2021, 52 collective agreements of public employers (ACEP) were signed, in addition to the negotiation of 3 Adhesion Agreements, translating an increase of around 8%, compared to the previous year. The following table also reveals that more than half of ACEP are first conventions (23/52).

According to the Labour Relations Centre (2022), the distribution on the Mainland, in the Autonomous Region of the Azores and by type of public grantor reveals that collective bargaining was exclusive to the domain of local administration (52 in municipalities and 3 in municipal services). As for the grantors on the workers' side, in 2021, most agreements (50) were signed by trade unions of the first degree (6 unions). There are 5 agreements signed by trade union consortia (3 consortia, each consisting of two or more union entities).

On a substantive level, the Labour Relations Centre states that most ACEP regulate the duration and organization of working time, safety and health at work and the joint committee. There are also conventions that develop these matters, including teleworking, rights and duties, personal protective equipment, exemption from working hours, representation and participation of workers.

In 2021, the regulation of the teleworking regime was foreseen in seven conventions negotiated by municipalities. The discipline of the regime is similar in all of them, being destined only to activities that involve technical autonomy of the worker (the preparation of studies, opinions and information of a technical-scientific nature) although with slight differences regarding the duration of the employment contract, one or more three years. For example: ACT 7/2021; and ACT 32/2021. The latter stipulates the following clauses:

Clause 6 on teleworking establishes that:

1 - Teleworking is work carried out under legal subordination, usually outside the body or service of the public employer, and using information and communication technologies, namely, the execution of tasks with technical autonomy such as the preparation of studies, opinions and information of a technical-scientific nature.

2 - For the purposes of article 167 of the Labour Code, the initial duration of the written agreement between the public employer and the public employee establishing the teleworking regime cannot exceed three years and may cease during the first thirty days of execution.

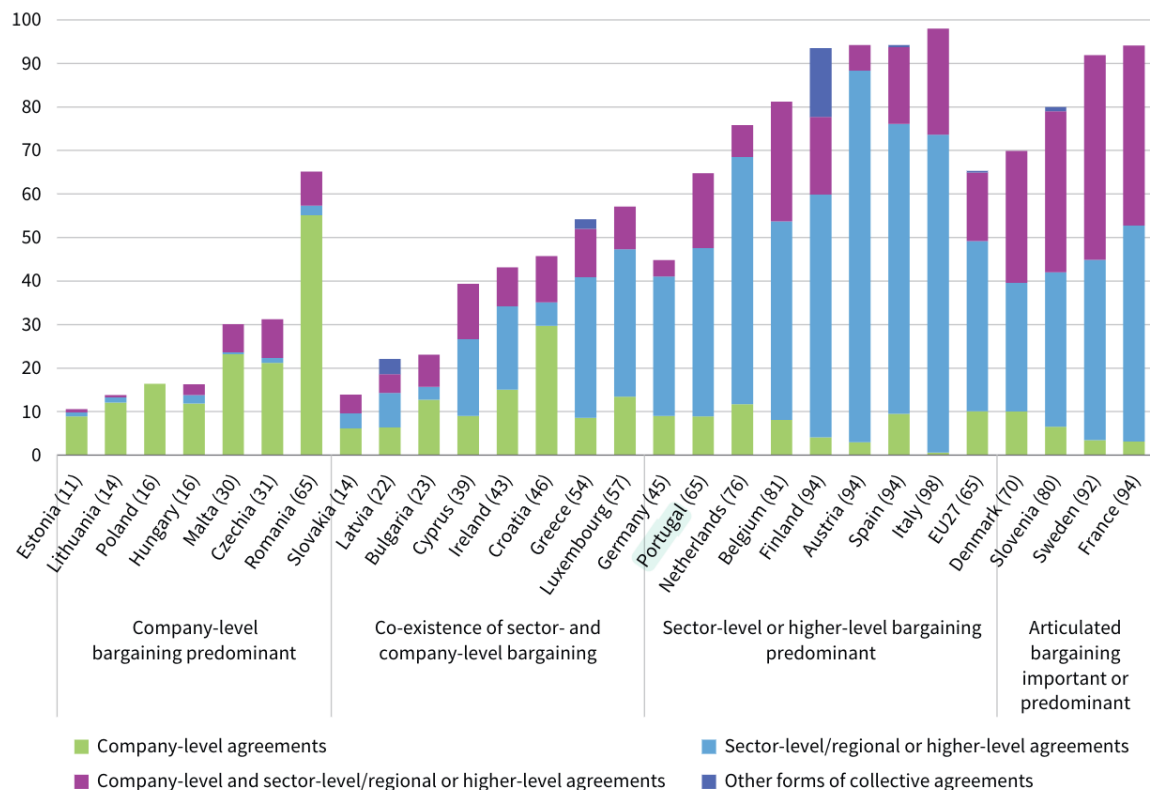
3 - Once the agreement is terminated for the stipulated period, the worker is entitled to resume work under the terms in which he had been doing it before exercising functions under a teleworking regime, and his rights cannot be impaired.

4 - When a worker is admitted performing functions under a telework regime, the respective contract must contain the activity that he will carry out at the time of the respective termination, if applicable.

3.4 Sectoral coverage

In Portugal, despite the oscillations in the dynamics of publication of collective agreements, the coverage rate of collective agreements (based on staff numbers) has remained high, ranging from 91.4% in 2011 to 86.2% in 2018 despite the relative erosion of this indicator over the years, according to DGERT (2020). The dynamics of collective bargaining can be inferred through the rate of updating of agreements in force. In the period under review, the break in this dynamic since 2011 and signs of recovery in 2015 are visible.

Figure 1: Estimated collective bargaining coverage (%) and predominant level of agreements, EU27, 2019



Notes: Numbers in parentheses in the country labels indicate the percentage coverage in that country. The estimated coverage figures obtained from the ECS are broadly in line with other sources, except those for Ireland, Greece and Romania, which are higher than those recorded in other databases. However, it should be noted that the ECS sample is restricted to private sector establishments with more than 10 employees and does not cover the whole economy, including the public sector.
Source: ECS 2019, authors' calculations

The observation of the previous figure reveals that, in 2019, the coverage of collective bargaining was 65% in Portugal, according to the European Company Survey 2019. The majority of agreement are signed at the sectoral level, which reflected a decentralised of collective bargaining structure.

However, there is not much information about sectoral coverage in the literature. Overall, the distribution of total collective bargaining published in 2020 by CAE reveals the predominance of two sectors of activity C - Industry, Q - Human health and social support activities and administrative PCT (Z - White zones - activities not covered by representative associations). In most sectors, collective agreements were guided by salary changes, but those 2 sectors and administrative PCT represent 74% of TCO with salary changes (DGERT 2022).

3.5 Trends

There are some trends of collective agreements identifiable at sectoral level:

3.5.1 ICT consultancy and related activities

ANIMEE has been signing Collective Contracts (CCT) about Telework and annually updates them.⁴⁶ The later also signs CCT but never mentioned Telework until 2019. Their 2021 CCT introduced the norms present in the Labour Code. The 2022 maintained the same references to Telework.

3.5.2 Financial activities

Traditionally, the financial activities (NACE 64) sector does not sign collective agreements, but rather focus on company level agreements. The 2022 CCT of credit institutions includes Telework and the article number 21 regarding the protection of worker privacy.

3.5.3 Chemical industries

There are no Collective Bargaining Agreements signed in the chemical sector.

3.5.4 Public administration

There are no collective bargaining agreements signed in this sector at the central level. The Labour Code⁴⁷ and the General Labour Law in Public Functions (*Lei Geral do Trabalho em Funções Públicas – LTFP*)⁴⁸ states specific labour regulations for the sector. The LTFP states in:

- Article 68.º about remission states that: 1 - Without prejudice to the provisions of this law, the regime provided for in the Labour Code in terms of part-time work and teleworking is applicable to workers holding a public employment relationship; and
- Article 69.º about part-time work and telework for civil workers states that: 1 - The application of the part-time and teleworking regime to appointed workers may be determined by the employer upon request of the worker.

Negotiations are developed traditionally with the unions at central level and some changes can happen at governmental will. In 2022, telework mentioned that the lunch subsidy serves to cover the costs of teleworking for each worker. At the sectoral level, there were two Collective Agreements (ACT) with the telecommunications regulator Anacom. In general, there are no public companies (AE) agreements signed, except for the public bank *Caixa Geral de Depósitos*, where telework was never mentioned.

4 Conclusions

In the second quarter of 2020, the *employed* people declaring having worked always or almost always from home represented a share of 23.1% of the total employed population; and for 91.2% of these the main reason for having worked at home was the COVID-19 pandemic. Workers who used information and communication technologies to be able to work from home represented 21.9% of the total employed population and 94.8% worked always or almost always at home. Furthermore, in the third quarter of 2020, the employed population who has worked remotely decreased to 14.2%; and in the fourth quarter of 2020 decreased to 12.3% of the employed population. In both quarters around 79% of the people that worked from home indicated the main reason was the COVID-19 pandemic.

In Portugal, the *self-employed* persons working *usually* from home as a percentage of the total employment increase from 14.6% in 2012 to 15.6% in 2021. In this last year, the EU (27) average was 20.6%. Furthermore, the self-employed persons working *sometimes* from home as a percentage of the total employment (%) increase from 6.4% in 2012 to 11.5% in 2021. In this last year, the EU (27)

⁴⁶ https://app.animee.pt/images/animee/noticias/BTE_23_2022.pdf

⁴⁷ <https://dre.pt/dre/legislacao-consolidada/lei/2009-34546475>

⁴⁸ <https://dre.pt/dre/legislacao-consolidada/lei/2014-57466875>

average was 10.6%. In addition, the self-employed persons that *never* work from home increase from 76.0% in 2012 to 67.4% in 2021. In this last year, the EU (27) average was 62.1%.

The *employed* persons working *usually* from home as a percentage of the total employment increase from 6.3% in 2012 to 14.5% in 2021. In this last year, the EU (27) average was 13.4%. Furthermore, the employed persons working *sometimes* from home as a percentage of the total employment (%) increase from 6.4% in 2012 to 11.5% in 2021. In this last year, the EU (27) average was 10.6%. In addition, the *employed* persons that *never* work from home as a percentage of the total employment (%) increase from 87.3% in 2012, to 84.4% in 2019, to 77.3% in 2020 and 74.0% in 2021. In this last year, the EU (27) average was 76.0%.

Circa 13% of the workers in *Agriculture and Industry* indicate that they have more than one work location, below the 24% of the European Union (27). In 2015, 46% of the workers in *Agriculture and Industry* indicate to work more than ¼ of their time in telework. Furthermore, in 2021, 28% of the workers in *Financial and other services* indicate that they have more than one work location, below the 31% of the European Union (27). In addition, 21% of the workers in *Public administration, education and health* indicate that they have more than one work location, below the 29% of the European Union (27).

Telework regulatory approach in Portugal, broadly envisaged, including for self-employed workers, departs from the norms of the 2009 Labour Code and from the very consensual nature of this regime (Teixeira 2021). Not even the telework instruments were included as structural elements, approaching it to a distance work with its own regulation.

During Covid-19 outbreak, workers in essential services were excluded from the telework regime (art.29/2, of DL n°10-A/2020, of March 13). There was no specification of the requirement of written form, which even in the 2009 Labour Code ceased to be an element of the substance of the act.

The role of social partners in the regulation of the four sectors is diverse. The ICT partners have regulations in place before the Covid-19 outbreak. The two main employers' associations had a leading role in negotiations, as telework was common in the ICT before the pandemic. The financial sector has a tradition to collective bargaining at company level. However, the main companies did not agree on telework norms during the pandemic. The chemical sector does not have a tradition of agreements. There are no collective bargaining agreements signed in the public sector at the central level. Negotiations are developed traditionally with the unions at central level and some changes can happen at governmental will.

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Annex 1 – Composition of trade union federations

Table 1 - Trade unions filiated in FESAP

| FESAP | Federação de Sindicatos da Administração Pública | Federation of Public Administration Unions |
|--------------|---|---|
| 1 | APIT - Associação Sindical dos Profissionais da Inspeção Tributária e Aduaneira | APIT - Trade Union Association of Tax and Customs Inspection Professionals |
| 2 | Associação Sindical - Pró-Ordem dos Professores | Trade Union Association - Pro-Order of Teachers |
| 3 | ASTSP - Associação Sindical dos Trabalhadores dos Serviços Prisionais | ASTSP - Union Association of Prison Service Workers |
| 4 | ATE - Associação de Trabalhadores da Educação | ATE - Association of Education Workers |
| 5 | SCIF - Sindicato da Carreira de Investigação e Fiscalização do SEF | SCIF - SEF Research and Inspection Career Union |
| 6 | SDPGL - Sindicato Democrático dos Professores da Grande Lisboa e Vale do Tejo | SDPGL - Democratic Union of Teachers of Greater Lisbon and Tagus Valley |
| 7 | SDPA - Sindicato Democrático dos Professores dos Açores | SDPA - Democratic Union of Teachers of the Azores |
| 8 | SDPM - Sindicato Democrático dos Professores da Madeira | SDPM - Democratic Union of Teachers of Madeira |
| 9 | SDPS - Sindicato Democrático dos Professores do Sul | SDPS - Democratic Union of Teachers of the South |
| 10 | SETAAB - Sindicato da Agricultura Alimentação e Florestas | SETAAB - Union of Agriculture, Food and Forests |
| 11 | SETACCOP - Sindicato da Construção, Obras Públicas e Serviços | SETACCOP - Union of Construction, Public Works and Services |
| 12 | SFJ - Sindicato dos Funcionários Judiciais | SFJ - Union of Judicial Employees |
| 13 | SINAPE - Sindicato Nacional dos Profissionais da Educação | SINAPE - National Union of Education Professionals |
| 14 | SINAPOL - Sindicato Nacional da Polícia | SINAPOL - National Police Union |
| 15 | SINDCES - Sindicato Democrático do Comércio, Escritório e Serviços | SINDCES - Democratic Union of Commerce, Office and Services |
| 16 | SINDEP - Sindicato Nacional e Democrático dos Professores | SINDEP - National and Democratic Union of Teachers |
| 17 | SINDEPOR - Sindicato Democrático dos Enfermeiros de Portugal | SINDEPOR - Democratic Union of Nurses of Portugal |
| 18 | SINDITE - Sindicato dos Técnicos Superiores de Diagnóstico e Terapêutica | SINDITE - Union of Superior Diagnostic and Therapeutic Technicians |
| 19 | SINTAP - Sindicato dos Trabalhadores da Administração Pública e Entidades com Fins Públicos | SINTAP - Union of Public Administration Workers and Entities with Public Purposes |
| 20 | SIT - Sindicato dos Inspectores do Trabalho | SIT - Union of Labor Inspectors |
| 21 | SITESC - Sindicato dos Trabalhadores de Escritório, Serviços e Comércio do Porto | SITESC - Union of Office, Services and Commerce Workers of Porto |
| 22 | SITese - Sindicato dos Trabalhadores do Setor dos Serviços | SITese - Service Sector Workers Union |
| 23 | SNBP - Sindicato Nacional de Bombeiros Profissionais | SNBP - National Union of Professional Firefighters |
| 24 | SNEET - Sindicato Nacional Engenheiros e Arquitectos | SNEET - National Union of Engineers and Architects |
| 25 | SNP ASAE - Sindicato Nacional dos Profissionais da ASAE | SNP ASAE - National Union of ASAE Professionals |
| 26 | SNR - Sindicato Nacional dos Registos | SNR - National Union of Registrars |
| 27 | SOJ - Sindicato dos Oficiais de Justiça | SOJ - Union of Bailiffs |
| 28 | SPZCENTRO - Sindicato dos Professores da Zona Centro | SPZCENTRO - Union of Teachers of the Central Zone |
| 29 | SPZN - Sindicato dos Professores da Zona Norte | SPZN - North Zone Teachers Union |
| 30 | STAE - Sindicato dos Técnicos Superiores, Assistentes e Auxiliares de Educação da Zona Centro | STAE - Union of Senior Technicians, Assistants and Educational Assistants of the Central Zone |

| | | |
|----|---|---|
| 31 | STAE NORTE - Sindicato dos Técnicos Superiores, Assistentes e Auxiliares de Educação da Zona Norte | STAE NORTE - Union of Superior Technicians, Assistants and Educational Assistants of the North Zone |
| 32 | STAE SUL E RA - Sindicato dos Técnicos Superiores, Assistentes e Auxiliares de Educação da Zona Sul e Regiões Autónomas | STAE SUL E RA - Union of Superior Technicians, Assistants and Educational Assistants of the South Zone and Autonomous Regions |
| 33 | APIT - Associação Sindical dos Profissionais da Inspeção Tributária e Aduaneira | APIT - Trade Union Association of Tax and Customs Inspection Professionals |

Table 2 – Trade unions filiated in Coofesint

| Coofesint - Federação de Sindicatos da Indústria, Energia e Transportes e Outros | |
|---|---|
| 1. | Sindicato da Marinha Mercante, Indústrias e Energia (SITEMAQ) |
| 2. | Federação dos Engenheiros (FE) |
| 3. | Sindicato dos Engenheiros (SERS) |
| 4. | Sindicato dos Engenheiros da Marinha Mercante (SEMM) |
| 5. | Sindicato das Indústrias e Afins (SINDEQ) |
| 6. | Sindicato dos Trabalhadores do Setor de Serviços (SITESE) and |
| 7. | Sindicato das Indústrias Metalúrgicas e Afins (SIMA). |

Table 3 – Trade unions filiated in FIEQUIMETAL

| FIEQUIMETAL | Federação Intersindical das Indústrias Metalúrgicas, Químicas, Eléctricas, Farmacêutica, Celulose, Papel, Gráfica, Imprensa, Energia e Minas |
|--------------------|---|
| 1. | Sindicato dos Trabalhadores das Indústrias Transformadoras, Energia e Actividades do Ambiente do Norte (SITE Norte) |
| 2. | Sindicato das Indústrias Eléctricas do Sul e Ilhas (SIESI) |
| 3. | Sindicato dos Trabalhadores das Indústrias Transformadoras, Energia e Actividades do Ambiente do Sul (SITE Sul) |
| 4. | Sindicato dos Trabalhadores das Indústrias Transformadoras, Energia e Actividades do Ambiente do Centro-Sul e Regiões Autónomas (SITE CSRA) |
| 5. | Sindicato dos Trabalhadores das Indústrias Transformadoras, Energia e Actividades do Ambiente do Centro-Norte (SITE Centro-Norte) |
| 6. | Sindicato dos Trabalhadores da Indústria Mineira (STIM) |
| 7. | Sindicato dos Trabalhadores das Indústrias da Metalurgia e Metalomecânica do Distrito de Viana do Castelo (STIMMDVC) |
| 8. | Sindicato do Sector de Produção, Transporte e Distribuição de Energia Eléctrica do Arquipélago da Região Autónoma da Madeira (STEEM) and |
| 9. | Sindicato dos Trabalhadores Rodoviários e Actividades Metalúrgicas da Região Autónoma da Madeira (STRAMM). |

Table 4 – Trade unions filiated in FEPCES

| FEPCES | Federação Portuguesa dos Sindicatos do Comércio, Escritórios e Serviços | Portuguese Federation of Trade Unions, Offices and Services |
|---------------|---|--|
| 1 | Sindicato dos Trabalhadores do Comércio, Escritórios e Serviços de Portugal (CESP) | Trade Union of Office and Services Workers of Portugal (CESP) |
| 2 | Sindicato dos Trabalhadores do Comércio, Escritórios e Serviços do Minho | Trade Union of Office and Services Workers of Minho |
| 3 | Sindicato dos Trabalhadores Aduaneiros em Despachantes e Empresas | Trade Union of Customs Workers in Dispatchers and Companies |
| 4 | Sindicato dos Trabalhadores de Serviços de Portaria, Vigilância, Limpeza, Domésticas, Profissões Similares e Actividades Diversas | Trade Union of Concierge, Surveillance, Cleaning, Domestic, Similar Professions and Miscellaneous Activities Workers |
| 5 | Sindicato dos Empregados de Escritório, Comércio e Serviços da Horta | Trade Union of Office, Commerce and Services Employees of Horta |

Table 5 – Trade unions filiated in FECTRANS

| FECTRANS | Federação dos Sindicatos de Transportes e Comunicações | Federation of Transport and Communications Union |
|-----------------|---|---|
|-----------------|---|---|

| | | |
|----|--|---|
| 1 | Sindicato dos Trabalhadores de Transportes Rodoviários e Urbanos de Portugal (STRUP) | Union of Road and Urban Transport Workers of Portugal (STRUP) |
| 2 | Sindicato dos Trabalhadores de Transportes Rodoviários e Urbanos do Norte (STRUN) | Union of Road and Urban Transport Workers of the North (STRUN) |
| 3 | Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações (SNTCT) | National Union of Postal and Telecommunications Workers (SNTCT) |
| 4 | Sindicato Nacional dos Trabalhadores do Sector Ferroviário (SNTSF) | National Union of Railway Workers (SNTSF) |
| 5 | Sindicato dos Trabalhadores da Marinha Mercante, Agências de Viagens, Transitários e Pesca (SIMAMEVIP) | Union of Merchant Marine, Travel Agencies, Freight Forwarders and Fisheries Workers (SIMAMEVIP) |
| 6 | Sindicato dos Capitães, Oficiais Pilotos, Comissários e Engenheiros da Marinha Mercante (OFICIAISMAR) | Union of Captains, Pilot Officers, Commissioners and Engineers of the Merchant Marine (OFICIALMAR) |
| 7 | Sindicato dos Transportes Fluviais, Costeiros e da Marinha Mercante (STFCMM) | Union of River, Coastal and Merchant Marine Transport (STFCMM) |
| 8 | Sindicato dos Trabalhadores de Transportes Rodoviários da Região Autónoma da Madeira (STRAMM) | Union of Road Transport Workers of the Autonomous Region of Madeira (STRAMM) |
| 9 | Sindicato dos Profissionais dos Transportes, Turismo e Outros Serviços da Horta (SPTTOSH) | Union of Professionals of Transport, Tourism and Other Services of Horta (SPTTOSH) |
| 10 | Sindicato dos Profissionais dos Transportes, Turismo e Outros Serviços de São Miguel e Santa Maria (SPTTOSSMSM). | Union of Professionals of Transport, Tourism and Other Services of São Miguel and Santa Maria (SPTTOSSMSM). |

Annex 2 – Composition of employers’ federations

There are nine employers’ associations in the Chemical industries (NACE 20):

1. Associação Portuguesa da Química, Petroquímica e Refinação (APQuímica)
2. Associação Portuguesa de Colas, Adesivos e Selantes
3. Associação dos Industriais de Cosmética, Perfumaria e Higiene Corporal
4. Associação dos Industriais de Sabões, Detergentes e Produtos de Conservação e Limpeza
5. Associação Nacional dos Industriais de Recauchutagem de Pneus
6. Associação Portuguesa de Tintas
7. Associação Portuguesa da Indústria de Plásticos
8. Associação Portuguesa dos Industriais de Borracha
9. Associação Nacional da Indústria para a Proteção das Plantas

Annex 3 - Collective agreements in the financial sector

There are thirteen active Collective Contracts and Collective Agreements in the financial sector, namely:

1. Collective Agreement between the Rightsquare SGPS, S.A. and another and *Sindicato Nacional dos Quadros e Técnicos Bancários* (SNQTB)
2. Collective Agreement between the Rightsquare SGPS, S.A. and another and the *Federação do Setor Financeiro* (FEBASE)
3. Collective Agreement between the Caixa Económica Montepio Geral, Caixa Económica Bancária, S.A. and another and the *Sindicato dos Trabalhadores do Sector Financeiro de Portugal* (SBN) - salary change and others
4. Collective Agreement between the Caixa Económica Montepio Geral, Caixa Económica Bancária, S.A. and others and the *Federação dos Sindicatos Independentes da Banca* (FSIB) - salary change and others
5. Collective Agreement between the Various Credit Institutions and the *Federação dos Sindicatos Independentes da Banca* (FSIB) - salary change and others
6. Collective Agreement between the Various credit institution and the *Sindicato da Banca, Seguros e Tecnologias* - mais sindicato e outro - salary change and others
7. Collective Agreement between the Various Caixas de Crédito Agrícola Mútuo and other and the *Sindicato Nacional dos Quadros e Técnicos Bancários* and another - salary change and others
8. Collective Agreement between a Caixa Leasing e Factoring - *Instituição Financeira de Crédito, S.A.* and others and *Sindicato dos Bancários do Norte* and others - salary change and others and consolidated text
9. Collective Agreement between the Caixa Leasing e Factoring - *Instituição Financeira de Crédito, S.A.* and other and *Sindicato dos Trabalhadores das Empresas do Grupo Caixa Geral de Depósitos* (STEC) - salary change and others and consolidated text
10. Collective Agreement between several *Caixas de Crédito Agrícola Mútuo* and the *Sindicato dos Bancários do Norte* and others - salary change and others
11. Collective Agreement between the Banco Comercial Português, S.A., and others and the *Federação dos Sindicatos Independentes da Banca* (FSIB) - salary change and others and consolidated text
12. Collective Agreement between the banco comercial português, S.A. and others and the *Sindicato dos Bancários do centro* and other - salary change and others
13. Collective Agreement between the Several Credit institutions and the *Federação dos Sindicatos Independentes da Banca* - change

There were thirty-two Company Agreements (Acordo de Empresa) in the financial sector, namely:

1. Company Agreement between Caixa Geral de Depósitos S.A. e o SBN - *Sindicato dos Trabalhadores do sector financeiro de Portugal* - alteração salarial e outra
2. Company Agreement between Banco BIC Português, S.A. e o *Sindicato dos Bancários do norte* (SNB) - revisão global
3. Company Agreement between Banco de Portugal e o *Sindicato dos Bancários do sul e ilhas* – alteração
4. Company Agreement between Banco de Portugal e o *Sindicato dos Bancários do centro* – alteração
5. Company Agreement between Banco de Portugal e o *Sindicato dos Bancários do norte* – alteração
6. Company Agreement between Banco BIC Português, S.A. e o *Sindicato da Banca, Seguros e Tecnologias* - Mais Sindicato e outro - revisão global
7. Company Agreement between Banco BIC Português, S.A. e a *Federação dos Sindicatos Independentes da Banca* - FSIB - revisão global
8. Company Agreement between Caixa Geral de Depósitos, S.A. e o *Sindicato dos Bancários do centro e outro* - alteração salarial e outra
9. Company Agreement between a Caixa Geral de Depósitos, S.A., e a *Federação dos Sindicatos Independentes da Banca* - FSIB - alteração salarial e outras
10. Company Agreement between Caixa Geral de Depósitos, S.A. e o *Sindicato dos Trabalhadores das Empresas do Grupo Caixa Geral de Depósitos* - stec - alteração salarial e outra

11. Company Agreement between Banco de Portugal e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro - revisão global
12. Company agreement between Banco de Portugal e a Federação do Sector Financeiro - FEBASE - revisão global
13. Company Agreement between 321 crédito, instituição financeira de credito, S.A. e a Federação dos Sindicatos Independentes da Banca - FSIB - alteração salarial e outras e texto consolidado
14. Company Agreements between 321 crédito, instituição financeira de crédito, S.A. e o SBN - Sindicato dos Tabalhadores do Setor Financeiro de Portugal - alteração salarial e outras e texto consolidado
15. Company Agreement between oitante, S.A. e a Federação do Setor Financeiro – febase
16. Company Agreement between oitante, S.A. e a Federação dos Sindicatos Independentes da Banca - FSIB - alteração salarial e outras e texto consolidado
17. Company agreement between BNP Paribas - sucursal em Portugal e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro - alteração salarial e outras
18. Company Agreement between bnp paribas - sucursal em Portugal e o Sindicato da Banca, Seguros e Tecnologias - mais sindicato - alteração salarial e outras
19. Company Agreement between bpn - banco português de negócios, S.A. e a FSIB - Federação dos Sindicatos Independentes da Banca
20. Company agreement between BPN - Banco Português de Negócios, sa e a FEBASE - Federação do Sector Financeiro
21. Acordo de empresa entre a Caixa - Banco de Investimento, S.A. e o Sindicato dos Trabalhadores das Empresas do Grupo Caixa Geral de Depósitos – STEC
22. Company Agreement between Banco BIC Português, S.A. e a FEBASE - Federação do Sector Financeiro - 1ª. Convenção
23. Company Agreement between Banco de Portugal e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro - alteração salarial e outras
24. Company Agreement between Banco de Portugal e o Sindicato dos Trabalhadores da Atividade Financeira (SINTAF) alteração salarial e outras
25. Company Agreements between Banco de Portugal e a FEBASE - Federação do Sector Financeiro - alteração salarial e outras
26. Company Agreement between BANIF - Banco Internacional do Funchal, S.A. e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro
27. Company Agreements between BANIF - Banco Internacional do Funchal, S.A e o Sindicato dos Bancários do centro e outros
28. Company Agreement between Banque Privée Espírito Santo, S.A. Sucursal em Portugal e o Sindicato nacional dos quadros e técnicos bancários e outro - alteração salarial e outras
29. Company Agreements between Banco de Portugal e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro – alteração
30. Company Agreement between Edmond de Rothschild (europe) - sucursal em Portugal e o Sindicato Nacional dos Quadros e Técnicos Bancários - alteração salarial e outras
31. Company Agreements between Caixa Geral de Depósitos, S.A. e o Sindicato Nacional dos Quadros e Técnicos Bancários e outro - alteração e texto consolidado
32. Company Agreement between Caixa Geral de Depósitos, S.A. e o STEC - Sindicato dos trabalhadores das empresas do grupo Caixa Geral de Depósitos - alteração e texto consolidado
33. Company Agreement between Caixa Geral de Depósitos, S.A. e a Federação do Sector Financeiro (FEBASE) - alteração salarial e outras.