SALARY AND INEQUALITIES IN PORTUGAL

Catarina de Oliveira Carvalho
Universidade Católica Portuguesa, CEID-CRCFL – Católica Research Centre for the Future of Law, Faculdade de Direito – Escola do Porto

Introduction

Portugal is among the countries with the lowest minimum wage of either the EU or the Euro Area. Recent increases in the minimum wage were not sufficient to change its relative position, although the Government intends to continue to rise the minimum wage in the coming years.

Nevertheless, even with the minimum wage among the lowest in the EU28, the *Kaitz* index presents atypical figures in the Portuguese case, which is far above the European standard not because the minimum wage is too high, but because a large part of the employees earn very low wages[21].

In fact, nearly 23% of the employees receive the minimum wage[22]. Women and young employees (under 25) are over-represented at the minimum wage level (about 53% and 30%, respectively)[23]. Looking at the incidence of minimum wage by industry, a particularly large share of minimum wage workers can be found in agriculture, animal production, hunting, forestry and fishing (37%), hotels, restaurants and similar (35%) and construction (30%)[24].

In relation to Portugal's monthly median wage, it stands at less than EUR 900 per month[25]. Concerning the incidence of median wages by industry, we can see that in accommodation and food service activities, agriculture, forestry and fishing,

[21] GABINETE DE ESTRATÉGIA E PLANEAMENTO (GEP), *Retribuição Mínima Mensal Garantida – novembro 2018. Acompanhamento do Acordo sobre a Retribuição Mínima Mensal Garantida. 10.º Relatório*, 64.

[22] GEP, *op. cit.*, 67-68.

[23] Young people account for about 30% of the workers covered by the minimum wage in 2016, 2017 and 2018, but only 7.0% of the total number of workers with declared remuneration. See GEP, *op. cit.*, 75.

[24] Second trimester 2018 data. See GEP, *op. cit.*, 76.

[25] "Converting Eurostat estimates of gross hourly wages into full-time equivalent figure (assuming 40 hours of work per week), Portugal's monthly median wage in enterprises with ten employees or more stands at less than €900 per month, compared to more than €2,000 for the EU as a whole" – ILO, *Decent work in Portugal 2008-18 – From crisis to recovery*, Geneva, 2018, 115.

administrative and support service activities, construction, human health and social work activities, employees earn lower wages[26]. The Lisbon area has the highest wages.

Moreover, there is a considerable gap between the richest and poorest, since the top 20% of the population earn nearly six times as much as the bottom 20%[27].

Regarding wage and gender gaps, besides the fact that, as mentioned above, a large proportion of women receive the minimum wage, it can be seen that the average remuneration is higher in men. That is, men, on average, earn EUR 990.05 of base salary while women earn EUR 824.99, attesting a gender pay gap of 16.7%. If one considers the average monthly gain (which contains additional monetary attributions, such as compensation for overwork, bonuses and other benefits), the difference is even more visible: men earn an average of EUR 1 207.76 while women only earn EUR 966.85, increasing the gap to 19.9%[28]. On the other hand, it can be seen that the wage differential between women and men is closely related to qualification levels: the higher the level of qualification, the greater the wage differential between men and women, which is particularly perceptible among senior management. At this level of qualification, the gap is 26.4% in base salary and 27.9% in earnings[29].

Eurostat presents different data for the wage gaps since different sources are used. The main difference between both figures results from the fact that Eurostat uses the hourly remuneration, rather than the monthly remuneration. Still, it is important to present the Eurostat data in order to facilitate the comparison between Portugal and other EU Member States. According to Eurostat, in 2016, women's gross hourly earnings were on average 16.2 % below those of men in the EU-28 and 16.3% in the Euro area. In Portugal, gender pay gap was 17.8% in 2015 and 17.5% in 2016. For the first time in several years, after the financial crisis, gender pay gap in Portugal exceeded the EU average.

1. Does your legal system legally regulate a minimum wage?

According to the Portuguese Constitution, the State must establish and update a national minimum wage "*which, among other factors, shall have regard to workers' needs, increases in the cost of living, the level of development of the forces of production, the*

[26] *Id., ibid*., 120.

[27] See OECD – Better life index at http://www.oecdbetterlifeindex.org/countries/portugal/. Also ILO, *Decent work in Portugal 2008-18*, cit., 116-120, and *Global Wage Report 2016/2017*, 21 ff.

[28] 2015 data. Source: GEP's *Quadros de Pessoal*. See COMISSÃO PARA A CIDADANIA E A IGUALDADE DE GÉNERO (CIG), *Igualdade de Género em Portugal: boletim estatístico 2017*.

[29] 2015 data – *Id., ibid*.

demands of economic and financial stability, and the accumulation of capital for development purposes" (Article 59/2).

Consequently, there is a national monthly minimum wage regulated at normative level applicable to all employees irrespective of their economic sector or occupation. The monthly minimum is paid for the standard hours an employee is expected to work (40 hours per week). For employees who work less than full-time, the minimum wage is paid *pro-rata*.

Article 271 of the Portuguese Labor Code (LC) establishes that the minimum wage must be regulated annually by specific legislation. The Standing Committee for Social Concertation (*Comissão Permanente de Concertação Social*) must be previously consulted. However, Article 275 LC allows for some reductions regarding trainees, apprentices and employees with reduced work ability.

For 2018, minimum wage in Portugal amounts to EUR 580 per month (14 months' pay), according to Decree-Law No. 156/2017 of 28 December, while it is expected to be increased to EUR 600 in 2019.

2. Is it frequent for collective agreements to recognize seniority bonuses? And complements or bonuses related with productivity?

In Portugal, collective agreements often establish a seniority-based bonus. Still, a considerable proportion of collective agreements regulate wage bonuses exclusively based on the employee's seniority in the company, regardless of their production or productivity.

Even though there are no specific studies concerning collective regulation of wage complements[30], the general perception is that it is not common for collective agreements to regulate bonuses or wage complements based on the worker's individual productivity or the company's production or productivity, although some examples can be found.

[30] In 2012, the Centre for Labor Relations (CENTRO DE RELAÇÕES LABORAIS – CRL) was created with the aim of supporting collective bargaining and monitoring employment and professional training developments, in order to achieve a comprehensive perspective of the labor market. However, its annual reports do not focus on this item.

3. Does your legal system allow, without existing a situation of discrimination, to establish a double wage scale by collective agreement (that is, different wage for work of equal value based on the date of entry into the company)? Is it allowed for the employer, without existing a situation of discrimination and without a collective agreement, to pay different wages to different employees for work of equal value?

According to Article 59 of the Portuguese Constitution, "1. *Regardless of age, sex, race, citizenship, place of origin, religion and political and ideological convictions, every worker has the right: a) To the remuneration of his work in accordance with its volume, nature and quality, with respect for the principle of equal pay for equal work*".

The right to equal pay is then established in Article 273 LC, which determines equal pay for equal work or work of equal value, depending on the constitutional criteria mentioned above (nature, quantity and quality). This principle is binding to both collective agreements and employment contracts.

However, doubts are raised by case-law and legal literature regarding the scope of that principle. To be precise, some argue that the constitutional principle only allows for differentiations based on the nature, quantity and quality of the work *stricto sensu*. Consequently, seniority could justify different wages only when it implies that the experience level leads to diverse work quality (decision of the Constitutional Court 277/99; decision of *Tribunal da Relação do Porto* of 13 February 2017). On the contrary, others feel that the equal pay for work of equal value principle only forbids differentiations without material grounds, namely the ones based on subjective categories, allowing for seniority differentiations established by collective agreement or employment contract (decisions of the Constitutional Court No. 313/89 and 424/03; decisions of the Supreme Court of Justice of 2 November 2005 and 14 December 2016).

In any case, seniority payments (*diuturnidades*) as base salary complements are consensually admitted in both collective agreements and employment contracts. Article 262 LC even considers them, in addition to the base salary, as the basis for the calculation of supplementary and accessory payments.

Moreover, Article 31(3) LC, which specifically addresses wage discrimination on the grounds of sex, establishes that differences in pay are allowed when based on objective criteria, common to men and women, namely, productivity, lack of periods of absence, or seniority. *A fortiori,* the same criteria should be admissible in general when no subjective category is in question.

4. What is the effect of increases on wages introduced by law or collective agreement on workers that already perceive a higher salary? Are such wage increases compensated or absorbed?

In Portugal, salary increases recognized at normative level or by collective agreement do not have direct impact on employees that already earn a higher wage.

Even the so-called spillover effects of the minimum wage updating on the remaining remunerations is very small and occurs mainly in those that are around the new amount of the minimum wage[31].

5. What is the legal and case law treatment of wage discrimination on the grounds of sex?

As mentioned above, in Portugal, a general right to equal pay for equal work is established both in the Constitution (Article 59(1)(a)) and in the LC (Article 270).

The same principle is stipulated for non-discrimination in general (Article 24(2)(c) LC) and for non-discrimination on the grounds of sex in particular (Article 31 LC), both in the private and in the public sector. The legal definition of equal work establishes that there is equal work when the work is of a "*similar nature, quantity and quality*" (Article 23 (1)(c) LC) and the legal definition of work of equal value considers that the work is to be considered equivalent "*taking into consideration the qualification or the experience needed, the level of responsibility involved, the physical and mental effort required and the working conditions in practice*" (Article 23(1)(d) LC).

Wages must be determined by criteria common to men and women (Article 31 (2) LC) and the same goes for job description/ job evaluation, in order to exclude all forms of sex discrimination (Article 31(5) LC).

As mentioned before, differences in pay are only allowed when based on objective criteria, common to men and women, such as productivity, absenteeism, seniority. Nevertheless, as regards the absenteeism criteria, article 31(4) LC explicitly points out that the exercise of maternity and paternity rights cannot justify different wages.

Moreover, Article 26 LC establishes that whenever a collective agreement or internal provision of company regulations restricts a certain type of remuneration to men or to women, these stipulations are automatically applicable to employees of both sexes, provided they perform equal work or work of the same value.

[31] GEP, *op. cit*., 78.

All the same, Article 31(2) LC is not clear about the scope of the remuneration concept and seems to adopt a narrower one when compared to the broad EU-law notion. Still, it is possible to interpret national law in conformity with EU law, since Article 24(2)(c)) LC explicitly states that the equal pay principle applies not only to wages but also to other financial benefits granted to the employee under an employment contract. The recent Law No. 60/2018 of 21 August – approved to promote specifically equal pay for women and men for equal work or work of equal value – has a broader definition of remuneration in conformity with EU law, although it is applicable only for the purposes of this law.

On the other hand, under Article 25(5) LC, when invoking pay discrimination, employees must indicate the worker(s) in relation to whom they consider to be discriminated against, and it is not clear if the required comparator can be a hypothetical one.

Finally, case-law regarding sex-based discrimination is very limited, which contrasts with the gender gap data previously mentioned. Some controversial and conflicting case-law relates to the (non) payment of meal allowances in cases of absences or leaves justified by pregnancy or maternity (*v.g.*, decision of *Tribunal da Relação de Lisboa* of 23 February 2005; decision of *Tribunal da Relação de Lisboa* of 20 November 2002).

6. Which measures does your legal system include to promote wage equality? Does the company have the obligation to adopt wage transparency measures (external audit, publicity of wages, etc.)?

The main provisions established by Portuguese labor law to promote wage equality were referred in the previous point.

In addition, regarding collective bargaining, Article 492(2)(d) LC defines the measures intended to promote the real application of the equality and non-discrimination principles (including equal pay) as one of the mandatory topics of collective agreements.

Furthermore, Article 479 LC establishes the duty of the Commission for Equality in Labor and Employment (*Comissão para a Igualdade no Trabalho e no Emprego* – CITE) to examine all collective agreements just after their publication in order to see if they include discriminatory clauses. If this is the case, CITE can notify the social partners to voluntarily modify the collective agreement. If they refuse to do so, CITE shall present the case to the public attorney, who can take it to court in order to have these clauses declared null and void. In 2017, CITE notified social partners regarding 41

discriminatory clauses and 42 discriminatory provisions. In the vast majority of the situations, the parties made themselves available to change the content of the collective agreements[32].

Moreover, Law No. 62/2017 of 1 August, adopting various measures on gender parity, obliges companies falling within its scope (public-sector entities and listed companies) to draw up annual equality plans to prevent any kind of discrimination between men and women (Article 7). However, it is still early to assess the impact of these measures.

On the topic of wage transparency measures, Article 32 LC imposes upon the employer the duty to keep sex-segregated records of recruitment forms and procedures, for a minimum period of 5 years. These records must also include information that allows for the research of wage discrimination.

More recently, Law No. 60/2018 of 21 August was approved to promote specifically equal pay for women and men for equal work or work of equal value. Article 4, demanding for wage transparency policies, recalls the provisions of the Article 31 LC previously mentioned imposing on the employer the definition of objective criteria, common to men and women to assess the work performed. Additionally, it evokes article 25(5) LC to reinforce that the employer has the burden of proof in relation to transparent wage policies, the need to point out a comparator being merely illustrative.

Amongst the measures provided for in this law, there is also an obligation for the relevant services of the ministry responsible for employment affairs to produce several statistics and indicators of gender remuneration differences annually, including at company level. The results are to be made available on the internet site and sent to the inspection services (Article 3). Consequently, the inspection service can notify the employer to present a 12-month plan to assess remuneration differences. All the non-justified distinctions (by the employer) shall be deemed discriminatory (Article 5).

What is more, the employee or union representatives can request a written opinion of the Commission for Equality in Labor and Employment (CITE) on the existence of wage discrimination on grounds of sex (Article 6). This opinion is binding on the employer. Legal protection is given to the employee who requested the opinion in order to avoid dismissals or other type of retaliation (Article 7).

Finally, the courts must notify CITE of all the convictions on grounds of sex-based wage discrimination to allow the elaboration of an institutional record (Article 9).

[32] CENTRO DE RELAÇÕES LABORAIS (CRL), *Relatório Anual sobre a Evolução da Negociação Coletiva em 2017*, 95-96, available at: https://www.crlaborais.pt/outros.

7. What is the impact salary when calculating the compensation for termination of the employment contract? How is such compensation calculated? Briefly, what are the most frequent cases of termination of the labor contract?

In the Portuguese legal system, the compensation for termination of the employment contract is calculated taking into account only the base salary and also seniority payments whenever applicable (they must be foreseen in collective agreements or employment contracts). This means that only the fixed part of the salary, which corresponds to the agreed working period, is considered for this purpose. The differentiation can seriously affect those employees who receive a variable or a mixed salary.

The most frequent cases in which a compensation is due as a result of the termination of the labor contract are:

a) Termination for unlawful dismissal, in which the compensation will be established by the court within a legal frame of between 15 and 45 days of basic salary and seniority awards for each full year or fraction of service, although it cannot be less than three months (Article 391 LC);
b) Termination due to a collective dismissal or an individual dismissal linked to the extinction of the work post (*despedimento por extinção do posto de trabalho*), where the compensation amounts to 12 days of base salary and seniority payments per full year of service (Articles 366 and 372 LC). In cases of year fractions, the employee will be entitled to the respective proportion. There are no minimum limits and an upper double cap is fixed by law: *i)* the value of the base salary and seniority payments cannot exceed 20 times the minimum monthly wage; and *ii)* the overall amount of severance payment cannot exceed 12 times the monthly base salary and seniority payments, with a limit of 240 times the value of the minimum monthly wage;

c) Termination of fixed-term or "unfixed-term" (expires on completion of a specific task or by the occurrence of a specific event) contracts, which entitles employees to a compensation of 18 days of base salary and seniority payments per full year of service in the first three years of contract duration and of 12 days in the following years (Articles 344 and 345 LC).

8. Does the legal system establish a principle of equal treatment in wages in cases of outsourcing? And when hiring workers through Temporary Employment Agencies?

The Portuguese legal system does not establish a principle of equal treatment regarding wages in cases of outsourcing or production decentralization. That is, a company which is hired to perform services in another enterprise has to pay its workers the legal and conventional wage applicable to the company regardless of the salary in the principal company.

The situation is different concerning employees hired through a Temporary Employment Agency. In this case, according to Article 185(5) LC, the employee is entitled either to the wages: *i)* stated in the collective agreement of the Temporary Employment Agency; *ii*) or in the collective agreement of the user company itself, if higher; *iii)* or paid by the user company to their employees for equal work or work of equal value, if higher.

Without prejudice of the regime stated in the preceding paragraph, after a 60-day period of activity for the user company, the temporary worker, even if they are not affiliated in a union, will be entitled to invoke the collective agreement that binds the user company and is applicable to its employees performing the same job (Article 185(10) LC).

9. Is it possible to introduce a minimum wage in a public tender offer?

The Public Procurement Code (*Código dos Contratos Públicos*), approved by Decree-Law No. 18/2008 of 29 January, establishes that the contracting authorities shall ensure that economic operators comply with applicable social, labor and gender equality standards under international, European, national or regional law in both the formation and the implementation of public contracts (Article 1.A).

Furthermore, Article 42(6)(a) explains that the tender specifications may, when related to the execution of the contract, refer to social conditions that are intended to favor "*the implementation of measures to promote gender equality and equal pay at work*".
Nevertheless, there is no reference to the possibility to introduce a minimum wage in a public tender offer. It could be considered admissible as long as it is compatible with EU law according to the European Court of Justice case-law, more precisely the *RegioPost* case (C−115/14).

10. Is it possible for the company to modify (by lowering) workers' salary established in the labor contract or the collective agreement? If so, in which cases? And what are the limits?

As a rule, the employer cannot reduce the amount of salary paid to an employee, except in the cases provided for in the LC or in a collective labor regulation instrument (Article 129(1)(d) LC).

The LC allows for a salary reduction in the following cases: *i)* situations where the employee returns to the occupation previously performed after a temporary work position modification (*v.g.*, Articles 120 and 164 LC); *ii)* temporary reduction of the working time or suspension of the employment contract due to business crisis or other catastrophes or occurrences that seriously affect the normal operation of the company (Articles 298.º and 309 LC); *iii)* change to part-time work (Article 155 and 154(3) LC) or to an inferior job category (Article 119 LC).

Still, collective agreements may allow wage reduction.

In relation to salaries established in collective agreements, Article 476 LC establishes that the rules of the collective agreement can only be set aside by an employment contract when the latter establishes more favorable conditions for the employee, including wages.

11. Other relevant aspects regarding wages

1. Minimum wage

The economic and financial crisis led the Portuguese State to request financial assistance from the European Commission, the European Central Bank and the International Monetary Fund (the so-called "Troika"), which was granted on May 2011 under the terms of the European Financial Stabilization Mechanism. In exchange, this required a commitment to a three-year austerity plan laid out in the Memorandum of Understanding on Specific Economic Policy Conditionality (MoU) with direct impact on wages.

The MoU established a "wage moderation" policy, aiming to develop both competitiveness and productivity and to reduce the unemployment rate. Accordingly, the Government undertook to link any increase in the minimum wage to economic and labor market developments and to an agreement in the context of a review of the financial assistance program.

As a result, the nominal minimum wage was frozen at EUR 485 from 2011 until 2014 and the targets established by the social partners in the Agreement on the Establishment and Evolution of the Minimum Monthly Wage of 2006[33] were not accomplished.

Only in October 2014, the year before parliamentary elections, was the minimum wage updated to EUR 505, following a tripartite agreement between the Government and the majority of the social partners concluded in September 2014[34].

The adjustment of the minimum wage continued through 2016 (EUR 530) and 2017 (EUR 557) by the hand of the new left-wing Government. These modifications were not endorsed by the EU. The Country Specific Recommendations under the European Semester stated that minimum wage developments should be consistent with the objectives of promoting employment and competitiveness across sectors, which meant aligning wages and productivity (2014, 2015 and 2016) and ensure that they did not harm the employment of the low-skilled (2017).

Nevertheless, this situation was not in conformity with other international and European conventions.

On the one hand, the ILO Committee of Experts on the Application of Conventions and Recommendations (CEACR), in the Observation adopted in 2012 regarding Convention No. 131 on Minimum Wage Fixing (1970), recalled the importance of respecting Social Dialogue before taking any decisions, given that the above-mentioned Agreement on the Establishment and Evolution of the Minimum Monthly Wage of 2006 was not implemented. Furthermore, the CEACR urged the Government to "*take full account in its decision-making as much of the needs of workers and their families as of economic policy objectives*". In fact, "*Article 3 of the Convention requires that the elements to be taken into consideration in determining the level of minimum wages must include not only economic factors, such as employment policy objectives, but also the needs of workers and their families, taking into account the general level of wages in the country, the cost of living, social security benefits, and the relative living standards of other social groups*."

Moreover, the CEACR evoked the Global Jobs Pact – adopted by the ILO Conference in June 2009 in response to the global economic crisis – to underline "*the relevance of ILO instruments relating to wages, in order to prevent a downward spiral in labour*

[33] ACORDO SOBRE A FIXAÇÃO E EVOLUÇÃO DA REMUNERAÇÃO MÍNIMA MENSAL GARANTIDA, which established the minimum wage at EUR 500 in 2011.

[34] ACORDO RELATIVO À ATUALIZAÇÃO DA REMUNERAÇÃO MÍNIMA MENSAL GARANTIDA, COMPETITIVIDADE E PROMOÇÃO DO EMPREGO.

conditions and build the recovery", as well as to suggest "*that governments should consider options such as minimum wages that can reduce poverty and inequity, increase demand and contribute to economic stability*" and assert that "*minimum wages should be regularly reviewed and adapted*" with the aim of avoiding deflationary wage spirals.

On the other hand, the Portuguese minimum wage policy was clearly infringing the Revised European Social Charter (RESC), since the European Committee of Social Rights (ECSR) had stated that it was not in conformity with Article 4§1 of the RESC on the grounds that it "*was manifestly unfair*", since it did "*not ensure a decent standard of living*" (Conclusions 2010 and 2014). The ECSR pointed out that, in order to ensure a decent standard of living within the meaning of Article 4§1 of the RESC, "*wages must be no lower than the minimum threshold, set at 50% of the net average wage*". However, according to EUROSTAT and Statistics Portugal (INE) figures, the minimum wage stayed below that threshold. This situation changed after the successive increases of the minimum wage.

2. Principle of equal pay and union affiliation

There has been very controversial and contradictory case-law regarding the articulation between equal pay and the trade union membership principles.

In Portugal, as a rule, collective agreements bind only the employers who subscribe them and those that belong to the employer's association that subscribes them, as well as the employees who are affiliated in the trade unions parties to the agreement (Article 496 LC), a double affiliation requirement similar to the one that exists in Germany. So, there are no *erga omnes* collective agreements. As a consequence, the question that has been posed may times to the Portuguese courts regards the admissibility of a wage differentiation justified by the limited personal scope of collective agreements (depending on union affiliation). That is, can the minimum wages imposed by collective agreements benefit non-affiliated employees (excluded of its personal scope) invoking the equal pay principle?

During many years, the majority of case-law considered that the equal pay principle should prevail over the trade union affiliation principle (*v.g.*, decision of the Supreme Court of Justice of 20 January 1993). However, more recent case-law considered that trade union membership is an objective reason to justify wage differentiation (*v.g.*, decision of the Supreme Court of Justice of 21 February 2009).

References

AMADO, João Leal. *A proteção do salário*, Coimbra, 1993.

BOTELHO, Catarina Santos. "Algumas reflexões sobre o princípio da paridade retributiva", in AAVV. *Liberdade e compromisso – Estudos dedicados ao Professor Mário Fernando de Campos Pinto*, Vol. II, Universidade Católica Editora, Lisboa, 2009, 79-130.

MEDEIROS, Rui. *O direito fundamental à retribuição – Em especial, o princípio a trabalho igual salário igual*, Universidade Católica Editora, Lisboa, 2016.

PARDAL, António Luz. *A compensação pela cessação do contrato de trabalho*, Editor NovaCausa, V.N. Famalicão, 2017.

RAMALHO, Maria do Rosário Palma. Ramalho, "Igualdade de tratamento entre tranalhadores e trabalhadoras em matéria remuneratória: a aplicação da Directiva 75/17/CE em Portugal", *Revista de Ordem dos Advogados*, 1997, 159-181.

XAVIER, Bernardo Lobo. "A retribuição na Lei fundamental", in AAVV., *Estudos de direito do trabalho em homenagem ao Professor António Monteiro Fernandes*, Bernardo da Gama Lobo Xavier/ Maria do Rosário Palma Ramalho/ José João Abrantes/ João Leal Amado/ David Falcão/ Sérgio Tenreiro Tomás (eds.), Editor NovaCausa, V. N. Famalicão, 2017, 212-251.

Case law

CONSTITUTIONAL COURT (available at http://www.tribunalconstitucional.pt & www.dre.pt)

- Decision No. 313/89 of 9 March 1989
- Decision No. 277/99 of 5 May 1999
- Decision No. 424/03 of 24 September 2003

SUPREME COURT OF JUSTICE (*Supremo Tribunal de Justiça*) - available at www.dgsi.pt

- Decision of 20 January 1993, Process No. 003401
- Decision No. 16/96 of 22 October 1996 (*Diário da República* Série I-A, No. 280/1996, of 4 December 1996) which determines the interpretation of the constitutional principle of "equal pay for equal work" on the understanding that it does not allow for differentiations based on "justified absenteeism" motivated by the employees' sickness

- Decision of 2 November 2005, Process No. 05S1589
- Decision of 21 February 2009, Process No. 838/05.2TTCBR.C1.S1
- Decision of 14 December 2016, Process No. 4521/13.7TTLSB.L1.S1

3. COURTS OF APPEAL (available at www.dgsi.pt)

- Decision of *Tribunal da Relação de Lisboa* of 20 November 2002, Process No. 00102824
- Decision of *Tribunal da Relação de Lisboa* of 23 February 2005, Process No. 4042/2004-4
- Decision of *Tribunal da Relação do Porto* of 13 February 2017, Process No. 10879/15.6T8VNG.P1)