UNDERMINING SPAIN'S FLOOR OF MINIMAL LABOR RIGHTS: THE PROLIFERATION OF LEGAL CODES AND STATUS OUTCOMES

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From the notion of worker to the notion of employee: distribuiting risk in society.

To define who is, and who should be, the subject of Labor Law is one of the most challenging contemporary goals for labor scholars. The pioneering research of Freedland and Countouris is a fundamental contribution in this enterprise, framing the diachronic evolution of our object of study from worker to employee.

The complexity of defining the worker presents us with several thematic points of reference, the main one being the connection with goals of labor Law. The second one is the interaction between the evolving definition and production systems and the last one how the law and jurisprudence define the trajectory followed by the definition.

There is extensive scholarly research on the goals of Labor Law and despite the difference among approaches, a common element can be discerned. Scholarship is unanimous in underscoring the role that labor law has to play in the complex societies where we live. The leading authors taken together create a sort of glossary of Labor Law for the purpose at hand: Hepple emphasizes the element of struggles between different ideologies and groups. S. H. Arthurs insists on the idea of labor as class and as a movement, Dukes points to the value of constitutions, Langille and Collins build the base of Labour Law in the idea of justice and human rigths, Muback reminds us of the concept of solidarity in the debate. Blanket insists on the idea of emancipation as valuable in the debates on Labor Law. Benjamin underlines collective rights as part of the support for and idea of Labor Law. Stone underscores the new forms of activism defending labor rights. Davidov introduces the debate on selectivity vs. universalism as a complex choice designing the future of our field and Freedland and Countoris redesign the notion of the worker from its pre-existing basis in an employment relation contract.

The second part of this complexity is the connection between the notion of the worker and production systems. As Deakin has argued, it is not possible to maintain a definition of the worker based on obsolete production systems. The

main claim of this last author is that labor law must be adjusted to the new realities.

As Freedland and Deakin argue. there are new realities that must be taken fully into account in framing the notion of the worker. Classic elements of the labor relationship, such as dependency, present themselves today in a variety of forms which have to be integrated. The traditional systems of fordism and taylorim have experienced an evolution to new forms of production. The current ways in which production is organized combine new actors – such as multinationals – with new sources of regulation – that is, hard, soft and hybrid instruments – and new ways to externalize conflict, thus creating a very complex reality for Labor Law. Additionally, globalization has promoted a model where in the same firm it is possible to combine very sophisticated production systems with traditional taylorism and fordism forms overseas.

Manufacturing and new production systems emerge in the current context with strong effects on the de-contractualization of labor rights and the distribution of risks – including health care, retirement pensions an unemployment benefits.

The third level of complexity interacting with the two introduced above concerns the role played by law and jurisprudence in the definition of the worker. To draw out the theoretical implications of this point through empirical example we will focus on the Spanish case. Our final goal is to offer conclusions on how this process of redefinition is carried out and on the consequences in terms of labor rights.

Integrating self employment as employees: the de-contractualization of labor rights.

The frontier between formality and informality, and varieties of forms inside each of these broad categories raises the significance of labor rights as as a major component in the construction of regulation. Law and case-law are the basic references in the evolution from the traditional worker – understood as industrial, full time and non-temporary- to the employee – understood as the sum of a broad range of employment relations. As Freedland and Countoris maintain, the unity which Labor Law ascribes to the labor contract is false, but the line between employment and self-employment is also false. Deakin also supports this approach.

The Spanish case serves as a laboratory to study the different phases in the process of adaptation of the notion of the worker to new realities. The glossary of words needed to define Spanish – and not only- definition of subject of labor rights include: de- contractualization, judicialization, decentralization of status, segmentation and privatization of risk and new equilibrium among sources of regulation (law, case-law and labor contract).

The first period of definition of the worker in the Spanish case is bases on a legal centripetal construction integrating the different categories of employee in the Workers Code (1980) fixing some different types of status inside the same legal corpus which differentiates rights. The Code functions through two major categories: a general status for common workers and specific statuses for special workers, differentiating among them. The main point in this moment of the process is that the labor contract was the general type of contract to regulate the exchange between the labor done by the worker and remuneration. Autonomous work was excluded from the labor regulation codified in that legal norm. It is important to point that the autonomous workers work for the labor market directly without the intermediation of the employer.

One important element in the first period of the Workers Statute (1980) is the presumption of the labor contract. The law assumes that all workers have an employment relation and that this presumption is an iuris tantum.

The jurisprudence inside this scheme of centripetal regulation adapts the diversity integrating different groups of workers, with two important exceptions: transport workers and liberal professional workers.

In this extended period, one law – one Code- was the basis of integration along with jurisprudence which was generous in the interpretation of indicators of employment relationships as dependency.

The labor contract was, during this long period, the main instrument of reference in labor regulation. The Code integrates different statuses for the different special labor relations; collective bargaining had a secondary role in the definition of rights . Labor Law through the Code provided regulation as a minimal floor and collective bargaining improved upon this level. The structure of collective agreements was more sectorial that firm level.

The diachronic process elaborating the notion of the employee exploded in 2007. By Law 20/200, July 11th the Code of the Autonomous Worker was enacted. For first time the autonomous worker appeared a subject of social rights other than social security benefits and health care. The process of labor de-contractualization starts; The Spanish model moved from one of centripetal regulation to a centrifugal approach. Different Codes emerged for each of a series of special categories: the Public Employee Code, the Students Code, etc.

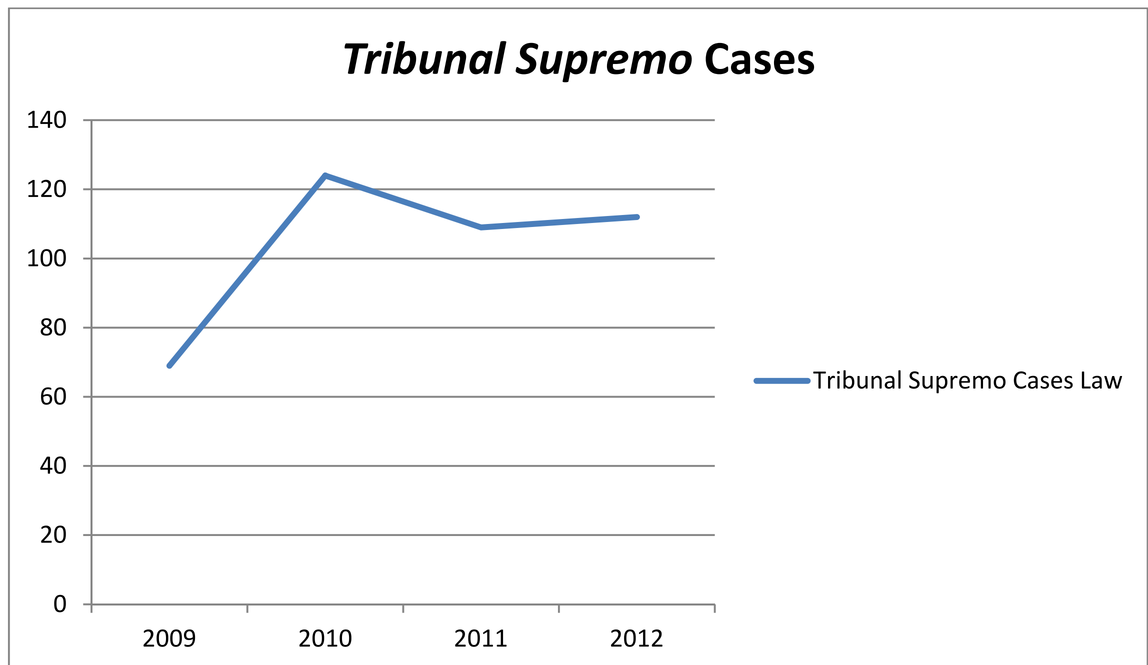
What are the main points of definition in the regulation of self employment? The core defining features are 1) that there is no employer and 2) that there is no labor contract used as an instrument of regulation. The model designed in the Law is based on commercial and civil regulations and individual agreements between worker and client as the sources of rights. The Law recognizes social rights extending beyond social security and health care and includes the figure of the economically dependent self-employed worker.

The Law defines the notion as follows. The legal definition of the self-employee is a person who works with regularity, personally, directly and automatically out of the sphere of direction of another person, with retribution and with or without employees. The Law recognizes professional rights (as in, for example, property rights or the right to work), fundamental rights (such as equality and non discrimination, privacy, freedom of association) and social security rights.

The new category of the economically self- employed is also defined by Law as a person who works in an economic or professional activity with regularity, to earn money, personally and predominantly for a client, with economic dependency for at least of the 75% of the earnings. This group of autonomous workers can´t have employees; they have to be differentiated from client workers, and must have instruments of labor and cannot have dependency (the Law opens the possibility for the client to give technical instructions). The economically self-dependent worker has to receive a retribution for the results of his activity from the client.

The Law entitles self-employees with social rights taken as fundamental and including the right to celebrate collective professional agreements. Collective agreements for self-employees take on a distinctive form in this legislation, different from standard collective bargaining agreements.

The element that is most relevant to draw a frontier between the autonomous and dependent worker is the distribution of risk among State, employers and employee. Legal changes have generated an increased judicialization of the frontier between dependent and autonomous workers as the table shows.



Source: Our elaboration from data bases of the Supreme Council of Judicial Power.

Summarizing our argument, what has emerged is a new legal definition of social rights for self-employees including a new type of professional collective agreement. The labor contract is not in this case an instrument of social rights. A new type of dependency emerges – on the client and the market. Additionally, one worries about the thin line between false autonomous employees and dependent workers in the Spanish case.

Regulating Grants: 'de-contractualization' and precariousness

Grants have traditionally been an instrument to provide study, training or research to their holders, through an economic aid addressed to that aim. Thus, their holders do not develop a productive activity that benefits another person – in exchange for compensation-, and these relationships are outside the scope of Labor Law. However, the distinction between both situations is not always clear. The use of grants to develop professional training has contributed to create these grey areas but there are also normative reasons that may be considered.

In this regard, it should be pointed out that most European countries regulate training contracts as an employment contract the purpose of which is to provide

apprenticeship and professional practice[1]. This has traditionally been a precarious way for young people to access a job, in so far as the formative purpose determines the temporary duration of the contract and a lower compensation than for other comparable workers[2]. There is a trend that deepens this precariousness by increasing the age of workers that can be recruited[3]. In addition, in the Spanish case, there is a special labor relationship that also involves the purchasing of professional practice: the resident doctor's employment relationship[4].

Moreover, one must consider the expansion of an irregular use of grants to cover jobs. Grants are used as a mechanism to avoid the application of Labor Law, covering up a real employment relationship. Doing so, companies can reduce labor costs and grant holders are in a more precarious position because they are not covered by Labor Law and collective agreements.

The Spanish Supreme Court (*Tribunal Supremo*) has argued that the basic purpose of the grant is to facilitate its holder's study and training, and not to incorporate the results of study or training work to the patrimony of the subject that gives the grant, who cannot be considered as the grant holder's employer. Case-law does not disregard the fraudulent use of grants. Thus, sometimes, 'under this *nomen iuris*, a productive component can be appreciated corresponding to the beneficiary's qualification and covering a productive provision of services that generates an income for the employer's benefit'[5]. Regarding Universities' research fellows, the Supreme Court insists on that distinction, holding that their activity cannot be qualified as a provision of services for an employer, because of the lack of the note of subordination. These fellows benefit from a kind of subsidy to obtain some sort of training. This economic amount cannot be considered a return for the services rendered that, in any case, are complementary or accessory to training[6].

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[1] In Spain the *contrato en prácticas* and the *contrato para la formación y el aprendizaje* (Workers' Statute, Article 11 and Royal Decree 488/1988, March 27). In Italy, there are three modalities of the *contratto di apprendistato* (D.lgs. n. 167/2011).

[2] This is also a common trend in European Labor Law, as it occurs in France, where the national minimum wage is taken into account or the collective agreement wage, or in Italy, where there is an increase of the wage, relating a comparable worker, which in the last year can arrive to 95 % (D.lgs. n. 167/2011, Article 2). In Spain, the work-experience contract(*contrato en prácticas*) guarantees the national minimum wage (SMI) as a minimum wage, which is set for 2013 in at EUR 645.30; by contrast, the apprenticeship contract (*contrato para el aprendizaje*) reduces the wage during the first year (the minimum wage will be 75 % of SMI) and second and third years (it will be 85 % of SMI).

[3] In the Spanish case, the last regulation increased the age until 30 years for the apprenticeship contract while unemployment tax won't be under 15 %; and, on the other hand, there is no a maximum age for work-experience contracts. In Italy, since the D.lgs. n. 276/2003 (and now d.lgs. n. 167/2011) the maximum age for some modalities of apprenticeship is 29 years. In the French case, the general age is 25 years, although in some exceptional cases can arrive to 30 years (*Code du Travail*, Articles L6211-1 to L6225-8).

[4] Royal Decree 1146/2006, October 6. This employment relationship is considered as a special labor relationship due to the training content of this activity, which is developed by qualified health professionals at accredited centres, in order to obtain a medical specialty.

[5] Supreme Court Decisions of June 26, 1995 and July 7, 1998.

[6] Supreme Court Decisions of December 11, 2001; November 18, 2005, and June 28, 2005.

In spite of the clarifying efforts of the Supreme Court, there is a wide-ranging typology of grants –each having its own norms – that enables an easier irregular use of them. Thus, there are vocational training grants, with practice programs in companies; in the field of employment training and job placement; in the field of university studies, with curricular practices for undergraduate students or a number of heterogeneous collaborative scholarships (academic collaboration with Departments, administrative tasks…). There are also grants offered by different public administrations and companies, without the intervention of an educational institution.

Recent legislation allows employers to use grants instead of the training contracts set out in the Workers' Statute. That is even more worrying than the irregular use of grants to elude the application of Labor Law, because in this case it is the norm that excludes labor rights entitlement, which is a very clear example of "de-contractualization". The norm expressly declares that this work-experience grant does not imply the existence of an employment relationship[7]. There is an exclusion of the application of Labor Law with the declared purpose of reducing the youth unemployment rate. However, this policy only seeks to embellish the unemployment statistics and it does not give young people real opportunities to get a job.

Companies or group of enterprises must sign an agreement with the Public Employment Services before they can offer these work-experience grants. They are addressed to young unemployed people (aged 18 to 25), registered in employment offices, with a university degree or high or middle-level professional qualification, and without professional experience or, if they have had it, less than 3 months. Public Employment Services makes a pre-selection of applicants and companies decide who they recruit. The term is from 3 to 9 months and they receive as a grant 80 % of the current monthly amount of IPREM[8]. Under current regulation, they are entitled to be included in the general scheme of Social Security.

Agreements between companies and Public Employment Services may include expressly mechanisms of control and can also comprehend an undertaking to ultimately hire the grantee. If so, the subsequent employment contract can take advantage of the current incentives for companies in that moment. It is possible to use a training contract, which extends the duration of the situation of precariousness. In such a case, the term held under a grant is not considered as seniority. This is a logical consequence of qualifying this work-experience grant as a non employment relationship. Nevertheless, it should be noted that seniority confers entitlement to certain pay supplements and determines the amount of compensation for dismissal and for termination of the employment contract.

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[7] Royal Decree 1543/2011, October 31.

[8] IPREM is the Public Income Indicator of Multiple Effects that is used in Spanish legislation. For year 2013, the monthly amount of IPREM is EUR 532.51, so the amount of the grant will be of EUR 426.01. Note that this amount is less than the national minimum wage (for 2013 is EUR 645.30), which is the index used for training employment contracts (see note 2).

Alongside this centrifugal tendency to exclude the application of Labor Law, there is also recognition of Social Security rights to some grant holders[9]. This norm is applied only to those grants that satisfy certain requirements. Firstly, funding must be provided by a public or private entity and has to be linked with university studies or vocational training. In addition, the scholarship cannot be a mere educational activity but it also must include work-training. The grant holder must receive a payment, regardless of the concept of that payment (allowances, transportation expenses). Entities that grant the scholarship are required to report holders to Social Security and to pay contributions (according to the minimum contribution base) for all contingencies except that of unemployment. Since this is the most likely contingency for these people, the norm should have not excluded the protection of this risk. Moreover, even though these contributions are considered to provide access to future pensions, one should not forget that the amount of contribution is very low and, as a result, the pension will be also be low.

Finally, it is important to note that this inclusion of grant holders in the Social Security system is extended to those ones who had a fellowship in the past. This is an exception to the general prohibition in Social Security legislation of making contributions to recover past periods. Thus, regardless of the moment in which the grant was received, contributions can be made for a period of up of two years, through a special agreement with Social Security.

Public servants' statute: privatization of public services and understanding laboralization in a precarious reading .

The European continental model of public administration labor relations has the main feature of a kind of "immobility in the workplace" as the way to guarantee the independence and the neutrality vis-a-vis political changes, in order to provide assurance of independence and impartiality and also to improve the quality of services provided to citizens by the Administration. In France, civil servants are subject to rules deriving from administrative law. In fact, the term "fonction publique" covers all employees of the administrative body of the State and of other administrations. In the Mediterranean countries, the public administration has been characterized by a heterogeneous and complex system of labor relations. Within this model, there has traditionally been a long-established supremacy of the link with the public administration and the public servants.

The guarantee of the principle of stability in the employment and occupation is the most important pillar that has characterized the public employment regulations. This principle has provided stability to workers, but also to the good working of the democratic order. In this sense, the inclusion of a system of incompatibilities with work in the private sector is an evidence of it. The public service that civil servants offer to the citizens remains crucial to national development and democratic stability in developing societies. Neutrality,

[9] The Royal Decree 1493/2011, June 24, regulates the terms and conditions of inclusion in the general scheme of the Spanish Social Security of those people who take part in training programs.

impartiality and professionalism are inextricably linked to the independence of public sector employees. Therefore, administrative organization requires impartial vocations that are not subject to political conditions, expanding their service with continuity -and not just to each specific government-. Thus, when we safeguard the civil servants stability, this is consistent with democratic principles.

In this sense, there is an important distinction between civil servants –who have a public statutory link with their public employer- and non civil servants -workers who have an employment contract with the public administration-. Civil servants are subject to a statutory system and are regulated by Administrative Law. As a general rule, Public Administration jobs are occupied by civil servants. Non-civil service employees are subject to an employment contract and are regulated by Employment and Collective Agreements. Depending on the contract duration, this may be a fixed-term contract or an indefinite duration contract. Despite the fact that all of them are public servants, the main difference is that the second group is under the Labor Law regulations, like any other employee with a standard employment contract. According to Sánchez Morón[10], the term “public employee” defines the situation of personnel in the public sector rather better than the traditional civil servant.

Labor Law relations in the Mediterranean public sectors are in a process of transformation, moving their legal schemes to the private sector model. Italy[11] and Spain are paradigmatic examples. The future of the European Civil Service is focused on flexibility and efficiency of public employment as one more element of the market. Within all this process, the Law 7/2007, of April 12th, on the Basic Statute for Public Employees plays a crucial role in Spain. This law establishes a homogeneous model for the Civil Service, at the same time as it respects the competences of the local administrations in order to adapt these general provisions to their particular conditions. In addition, it sets out the common rules applicable to the different groups of public employees.

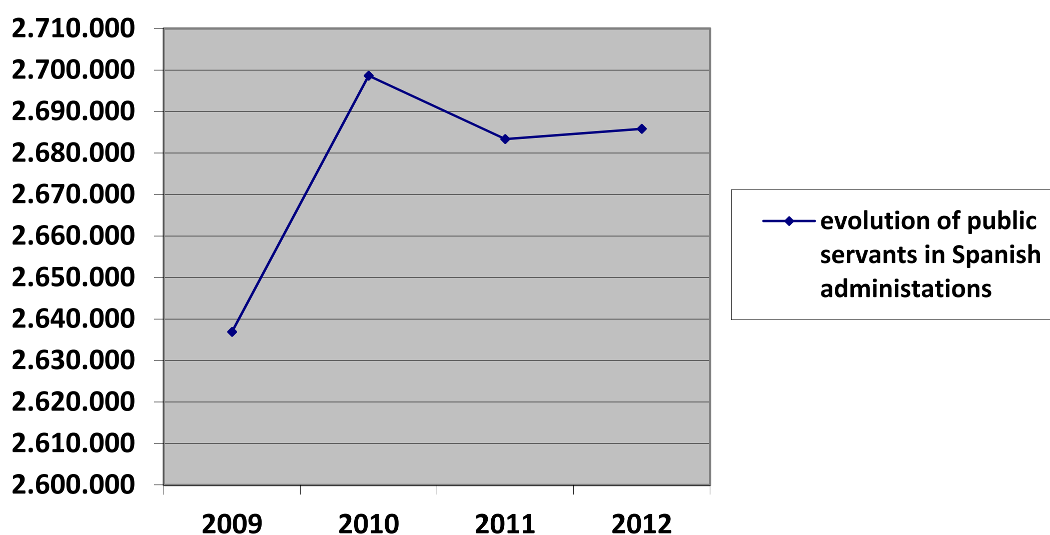
The entry into force of the Law 7/2007 meant the starting point of “a process of reform expected to be long and complex, to adapt the articulation with regard to management of public employment in Spain to the needs of our time” (Preamble to the Law).The approval of the Statute was the most noteworthy milestone in 2007 regarding the situation of public administration workers. The Civil Service Basic Statute defines rights and obligations as well as a Code of Conduct and ethical principles. Individual rights include the right to privacy, immobility, administrative career and pay fairness, the right to participate in political activities, but observing neutrality in their functions, and joint collective rights such as association, promotion of collective conflicts and the right to strike. Within all of this transformation, the function of collective bargaining is

[10] SÁNCHEZ MORÓN, Miguel, et altri. Comentarios a la Ley del estatuto Básico del Empleado Público. Editorial Lex Nova. 2007. Valladolid (España).

[11] Project PASS (Public Administration for the Development of the South of Italy)

becoming more important, displacing the state intervention towards a model in which the instability in employment and occupation of public servants is at the highest level.

According to Eurofound, almost 9% of employees in Spain work for the public administrations (Eurofound, 2011). Nevertheless, according to the statistical data of the Ministry of Public Administrations, public sector employment has shrunk to its lowest level in the last years. 32,000 jobs have been lost in the public sector in the first term of 2012, and this quantity has increased to 71,400 in the same period in 2013[12]. In this sense, the trend is to substitute the stable statutory links by employment contracts subjected to the possibility of dismissals, wage moderation and internal flexibility. The way to do this is to "freeze" the civil servants supply, as we can see in the following picture.



Source: Authors' compilation based on Statistics Bulletin for personnel working for Public Administrations (2012)

Inside the public administration sector, the key challenges lie in the need to rationalize targets and resources under an adequate policy framework, to tackle unemployment and the social consequences of the economic crisis. The labor law reform of 2012 has provoked remarkable changes in public employment regulations. However, under the pretext of modernizing the public administrations, the destruction of public employment has not been accompanied by other kinds of measures.

Perhaps the most important change in all this development process is the shift of public servants' statutory nexus with the public employer toward an ordinary employment contract. Scholars call the phenomenon described an

[12] Statistics Bulletin for personnel working for Public Administrations (2012) http://www.seap.minhap.gob.es/es/publicaciones/centro_de_publicaciones_de_la_sgt/Periodicas.html

"administrative law exodus" or as "labor-ization" of the public administration[13]. In sum, this implies that the personnel of the public administration is regulated under the labor law provisions, despite the fact that they are carrying out tasks in relation to public interests. This "labor-ization" process basically serves to explain the increasing number of public employees taken on under the labor law regime, particularly in local administrations.

On the other hand, the use of the phenomenon of contractors and subcontractors or temporary work agencies in the field of the public administration has the direct consequence of externalizing the staff of the public administration towards this kind of firms. This is another expression of the 'flight' from public schemes to labor law regulations. In the framework of triangular employment structures, it is often very difficult for workers to identify the employer that is responsible for the obligations prescribed by labor regulations. Jobs in all sectors are being outsourced or subcontracted to temporary work agencies, and the public sector is not an exception. Nevertheless, the outsourcing applied to the public administration has as an important consequence the undermining of the stability of the nexus between public servants and their public employers. On the other hand, equality, merit and ability are considered as main principles or values and essential in selection systems.

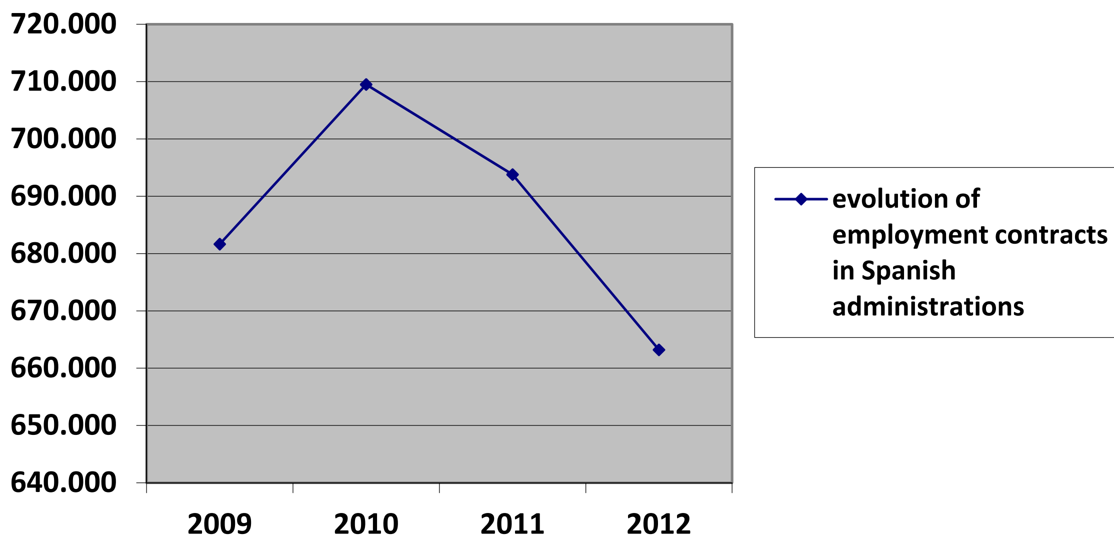
The complexities surrounding the identification of the responsible employer in triangular employment relationships is seriously undermining the protective purpose of labor law. Thus, the recourse to labor law institutions is the way to break the statutory nexus with the public administrations. The supposed "immobility" in the workplace is transformed towards the possibility to end the employment contract based on economic, technical, organizational or productive reasons. In sum, it's easier to do redundancies in the field of public administration. In this sense, Labor Law Reforms in 2012 have contributed to decrease the number of the workers with a statutory stable link with their public employers. The 2012 labor market reform has started to lead to higher internal and external flexibility, imitating private firms in these fields. The new regulations go towards increasing wage moderation in the public administration employment and to some reduction of dismissal costs. At the same time, labor courts have played a dominant role in defining the practical meaning of the legal reasons for fair dismissals, because the firms and the public administrations must prove the alleged results and substantiate the reasonableness of the decision ("reasonableness test")[14].

Furthermore, in the case of Spain, it is the first time that the Workers Statute opens the door to the dismissal of public employees for economic reasons. In

[13] SÁNCHEZ MORÓN, Miguel, et altri. Comentarios a la Ley del estatuto Básico del Empleado Público. Editorial Lex Nova. 2007. Valladolid (España).

[14] GÓMEZ ABELLEIRA, The Spanish Labour Reform and the Courts: Employment Adjustment and the Search for Legal Certainty. Labour Law, Economic Changes and New Society, 2012.

relation to the economic reasons, the Labor Law Reform of 2012 establishes that they include an “insufficient budget”, such as a persistent decline in the budget or in public resources; and the “persistent decline” is deemed to exist where it has lasted at least three consecutive trimesters. As we can see in the following picture, this new regulation has provoked an intensification in the decrease of labor contracts between public employees and the public administrations.



Source: Authors' compilation based on Statistics Bulletin for personnel working for Public Administrations (2012)

In the field of wages, the pay system for civil servants is established by law and the quantities involved are public. The General State Budgetary Law establishes the annual global pay increase which is applied to all public employees. Basic pay is calculated according to the qualification skills, level or group to which the civil servant belongs and additional pay is received in accordance with the characteristics of the position, professional career or performance of duties. Non-civil service employees' wages are determined according to employment legislation, the corresponding collective agreement and the employment contract. Nowadays, this additional pay is determined using criteria closer to those of private enterprises. For example, specific bonuses – rewarding special conditions of responsibility, technical or laborious difficulties of the position -- and productivity bonuses – rewarding better

performance – are determined in the collective agreements in the case of non civil servants[15].

On the other hand, the conversion of the statutory relationships into contracts of employment has the main consequence that it will make it easier to eliminate or reduce some additional payments for public employees. The case of Portugal is a paradigmatic case. Currently, both public and private sector employees receive an extra month's salary before the summer holidays and Christmas. The Portuguese government wanted to eliminate these payments for the public sector workers to meet targets for a eurozone bailout. Portugal needs to cut some 1.2bn euro off its budget deficit by next year as part of a bailout deal from the European Union and International Monetary Fund. For this reason, the Government cut extra payments for public sector workers and pensioners. The Government aspired to have full discretionary powers over the handling of public expenditure.

As a result of this cut, workers didn't receive the added summer holiday payments because the Government approved a deferral of the holiday and Christmas bonuses. Although this suspension had been designed as provisional, no final date had been fixed. The Portuguese Constitutional Court ruled that this measure infringes basic principles of equity because it is only applied to the public sector and because it imposes intolerable sacrifices on a limited number of people. In other words, taking into account that this pay reduction is targeted only at public sector workers, it violates the equality principle. The court also declared that the expansion of these cuts to pensioners was unconstitutional. In addition, based on the principle of proportionality, the court declared that introducing a charge of 5% on sickness allowance and 6% on unemployment benefits also infringed the Constitution (Eurofound, 2013).

In the case of Spain, the Government has also recently cut extra payments for civil servants whose wages were cut by 5 per cent in 2010 in the first round of austerity cuts. In 2012, the government has axed the extra Christmas payment in what amounts to another 7 per cent pay cut. This measure is being studied by the Spanish courts. Thus, some courts have ruled that there is an infringement of the prohibition of the retroactive application of the restrictive norms, because the government can't backdate a measure to remove a right that is already generated in favor of the worker.

From a gender perspective, there are important consequences of all this process of transformation of the legal regime of public servants. For example, in Spain male civil servants account for 33.63% of local administrations'

[15] In 10 Member States (Austria, France, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg and Spain) salary increases are determined by seniority or years of service in the organization. In 16 Member States (Austria, Denmark, Finland, France, Greece, Ireland, Italy, Latvia, Lithuania, Malta, the Netherlands, Portugal, Slovakia, Slovenia, Sweden and the United Kingdom) salary levels are determined by a positive performance appraisal via increases and bonuses. See Public Employment in European Union Member States, Ministry of Presidency, Madrid, 2010.

employees compared to 66.37% of women (Spanish Ministry of Public Administrations, 2012). The equality and non discrimination principle on grounds of birth, race and gender is provided in Article 14 of the Constitution. Based on this constitutional principle, the Spanish administration has approved regulations to prevent discrimination on grounds of gender. The most important of these regulations is Law 3/2007, of 22nd March, for the Effective Equality of Men and Women, which has influenced the Civil Service and the Workers' Statutes, the contents of which have been reflected in the Civil Service Basic Statute. Furthermore, according to the statistical data, any reform targeting public employees has a crucial impact over women employees, but unfortunately this impact is not correctly measured by public powers and governments.