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# **Equal opportunities and collective bargaining in the European Union**

A case study on La Mutualité Sociale Agricole du Finistère  
from France  
Phase III

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**EUROPEAN FOUNDATION  
for the Improvement of Living and Working Conditions**

**EQUAL OPPORTUNITIES  
AND COLLECTIVE BARGAINING  
IN THE EUROPEAN UNION**

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Phase III**

**ANNIE JUNTER-LOISEAU**

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The Managing Director of the Finistère Farmers' Mutual Social Insurance Society,  
The Head of Human Resources,  
The representatives of the CFDT

## Summary

The agreement selected for France to illustrate good practice in the domain of collective bargaining and equal opportunities for men and women is an equality agreement concluded on 3 December 1991 between the Mutualité Sociale Agricole du Finistère and two trade-union organizations (the CFDT and CFTC).

The Mutualité Sociale Agricole (MSA) is a mutual-benefit society which provides social protection for the entire farming population. Its activities relate to farmers, farm workers, active or retired, and their families. The Farmers' Mutual Social Insurance Fund, or CMSA, is the second-largest French social security scheme after the general system. It collects the contributions of farmers and paid farm hands and disburses benefits (sickness, maternity, age, occupational accident, family and housing benefits, etc.). It develops a policy of action in the domain of health and safety and in the social domain with a view to improving the living conditions of the agricultural population. It engages in campaigns for the prevention of accidents at work and for the promotion of preventive and occupational medicine.

The CMSA for Finistère (a *département* in the west of France, in Brittany) is the principal Farmers' Mutual Social Insurance Fund in France by virtue of the large agricultural population of the *département*. It is based at Landerneau, a town of 14,700 inhabitants, where it is one of the main employers, with a staff of 418. In 1991, when the agreement was concluded, the Society had a workforce of 437, of whom 70% were women. The women were mostly clerical staff and the men mainly supervisors and members of the executive staff.

The equality agreement was concluded at the Finistère MSA headquarters at a time when it was having to come to terms with changes resulting from the computerization of the benefits system. It had been urged to take action on equal opportunities by the unions, especially the CFDT, which is the majority union.

In terms of its origin, the equality agreement is the result of the convergence of extraneous and internal factors within the MSA. The negotiating process benefited from regional impetus generated by numerous women in connection with the implementation of the Sexual Equality at Work Law. The negotiations were undertaken by men and women motivated by their convictions and their desire to achieve an agreement.

As to its content, the originality of the MSA agreement compared to other French equality agreements that were concluded during the same period lies in the fact that it contains quantified and timetabled commitments to enact measures in favour of women, that it seeks to have a long-term impact on the underlying philosophy of the organization by imbuing it with a spirit of equality and that it establishes monitoring mechanisms. The agreement defines three objectives: to improve women's qualifications, to give women access to executive posts and to create a wider range of employment opportunities.

In accordance with the terms of the agreement, a full-scale evaluation of its implementation was conducted in 1994. The evaluation testifies to universal fulfilment of commitments during the period under scrutiny, especially as regards the "quotas" of women promoted. The evaluation and interviews showed that, besides the directly perceptible effects on women's conditions of employment and working conditions, the agreement also had an impact on the women and on the prevailing philosophy of the organization. Attitudes within the organization were altered by the arrival of women in positions of responsibility which had hitherto been closed to them, and their involvement in the decision-making process changed people's perceptions of the professional role of women and engendered the development of a new mentality.

The equality agreement within the MSA undoubtedly represents a bid to make up leeway and to rectify inequalities, but now that some of the imbalance has been put right, the campaign for equal opportunities at work cannot easily be transformed into a permanent structural approach covering the entire organization, responding to new developments and integrated into company strategies and into the social dialogue, despite the spirit of equality which is sweeping through the organization and despite the vigilance that is practised.

## List of abbreviations used in the text

CE (*Comité d'Entreprise*): Works Council

CFDT (*Confédération Française Démocratique du Travail*): French Democratic Confederation of Labour

CFTC (*Confédération Française des Travailleurs Chrétiens*): French Christian Worker's Confederation

CHSCT (*Comité d'Hygiène et de Sécurité et d'Amélioration des Conditions de Travail*): Committee for Health, Safety and the Improvement of Working Conditions

CMSA (*Caisse de Mutualité Sociale Agricole*)

DP (*Délégué du Personnel*): Workforce Delegate

DS (*Délégué Syndical*): Trade Union Delegate

MSA (*Mutualité Sociale Agricole*)

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## I INTRODUCTION

The purpose of this third phase of the study on equality of opportunity between men and women in Europe consists in presenting pre-selected collective agreements and analysing their history, their substance and their consequences with a view to illustrating good European practice in negotiations aimed at establishing equality between women and men.

On completion of the first two phases of research, we suggested that the agreement concluded on 3 December 1991 by the MSA and the trade union organizations CFDT and CFTC be selected to represent France. This is a company-level agreement concluded in implementation of the Sexual Equality at Work Law of 13 July 1983. The choice of this agreement was based on various criteria, which were enumerated in the report on the second phase. The MSA agreement, initially concluded for a three-year term, has the advantages of still being fresh in the minds of management and staff, of comprising firm and quantified commitments and of having been subjected to internal evaluation in 1994. In addition, it was preceded by a study, which made it easy to trace the origins of the negotiations.

The work carried out in the course of this third phase involved collating all the existing documentation on the agreement and surveying people within the Society who had played a part in the agreement before, during and after its adoption. To that end, we met the Managing Director of the Society, the head of Human Resources and representatives of the main signatory trade union organization, the C.D.F.T. The interviews were recorded and the recordings transcribed before being analysed and integrated into the present report. The interview framework used was the one provided in the Concept Report.

The findings of that study are reported in the present document in accordance with the plan set out in the guidelines. The first part puts the agreement into the context of the Society; the second part reconstructs some elements of the background to the agreements, enabling the reader to understand its origins. The case study then deals with the substance of the agreement and its specific commitments. The final part is devoted to the direct and indirect effects of the agreement. By way of conclusion we have endeavoured to deal with some aspects of the transferability of the MSA approach to other organizations.



## II BACKGROUND TO THE AGREEMENT

So that the origins of the equal-opportunities negotiations at the MSA in Finistère can be properly understood, it is necessary to present a picture of the Society and its characteristics and to identify where the negotiating process fits into the company structure.

The *Mutualité Sociale Agricole* is a mutual-benefit society which provides social protection for the entire farming population. Its activities relate to farmers, farm workers, active or retired, and their families. The Farmers' Mutual Social Insurance Fund, or CMSA, is the second-largest French social security scheme after the general system. It collects the contributions of farmers and paid farm hands and disburses benefits (sickness, maternity, age, occupational accident, family and housing benefits, etc.). It develops a policy of action in the domain of health and safety and in the social domain with a view to improving the living conditions of the agricultural population. It engages in campaigns for the prevention of accidents at work and for the promotion of preventive and occupational medicine.

Mutual societies for the social insurance of farmers were created during the 19th century by farmers who felt the need to organize themselves in order to protect their assets and their activities. The founding articles of the Farmers' Mutual Social Insurance Societies date from 4 July 1900. They were supplemented by the legislation of 1930 on social insurance, by the laws of 1936-39 on agricultural family allowances, the 1952 act on pensions insurance for farmers and the 1972 act on the insurance of farmworkers against accidents at work and occupational diseases.

From the legal point of view, the MSA funds are organizations under private law, but, since they are entrusted with the administration of a public service, i.e. the social protection of the agricultural population, they are subject to government supervision through the Ministry of Agriculture.

The management of the Farmers' Mutual Social Insurance Societies is undertaken by the farming community through delegates, elected every five years, who form the general assembly of the Fund and elect the members of the Board. The Board appoints the supervisory staff, adopts the operating budget and represents the Fund in transactions with third parties.

The CMSA for Finistère (a *département* in the west of France, in Brittany) is the major Farmers' Mutual Social Insurance Fund in France by virtue of the large agricultural population of the *département*. It is based at Landerneau, a town of 14,700 inhabitants, where it is one of the main employers, with a staff of 418.

Until the seventies, women had played little or no part in the history of the MSA. The agricultural sector is a world imbued with the peasant culture in which there is a distinct division of roles between the domestic realm, which is dominated by women, and the public realm, which is the preserve of men. The Catholic religion predominates, and this helps to perpetuate the sex-related division of roles. From the sixties, the service sector began to open its doors to women who sought the employment that agriculture could no longer provide, or could only provide to an ever-diminishing number of women. These women from the farming world began to demand a certain status and to make their appearance on the Board of the fund, a Board which is now of mixed composition.

All of these phenomena combined to promote a huge influx of women into the MSA. Their arrival marked an important change in the employment structure. Men who had been there for a long time and who performed executive functions in the disbursement of social benefits were promoted to senior posts. In 1991, when the agreement was concluded, the Society had a workforce of 437, of whom 70% were women. The women were mostly office workers and the men mainly supervisors and members of the executive staff.

This legacy is the basis from which the MSA fund in Finistère set about mastering the changes that have resulted from the computerization of the benefits system and tackling the issue of equal opportunities. It was urged to address this issue by the unions, especially the CFDT, which is the majority union. Traditionally, the farming unions have been strongly supported and very active, and union membership seems to have held up better than in the industrial and commercial sectors. This is borne out at the MSA, where the unions play a very firmly established role in the life of the Society, be it in the negotiating process or in the staff representation structures (works council, workforce delegates, health and safety committee). This, then, is the soil in which the seeds of equality bargaining were sown; they took two years to come to fruition in the conclusion of the agreement of December 1991. The negotiations were preceded by a study on preventive industrial relations and equality at work in 1990.

### III ORIGINS OF THE AGREEMENT

The framework agreement on equal opportunities for men and women at the Finistère MSA is the result of a convergence of interests between internal and external players, who made good use of available negotiating opportunities.

#### 1. External origins

- The impact of the law. In the report on the first phase of our research we emphasized that the Sexual Equality at Work Law of 13 July 1983 allowed companies and trade union to adopt joint equality plans designed to combat the inequalities to which women were subject in practice. We stressed the voluntary nature of the negotiations and concluded that it forced management and labour to develop approaches based on voluntarism. This need to take the voluntarist route slowed down the process and delayed its inception, especially in the regions. So it comes as no surprise to learn that the first negotiations in Brittany were not launched until seven years after the adoption of the Law, despite the regional impetus that had been in evidence since 1983. Within the framework of its regional organization, the Ministry of Women's Rights, created in 1981, set up regional women's rights offices responsible for the local implementation of national equality policies. Successive commissioners who headed the Breton office made equal opportunities at work one of their regional priorities and, with the aid of the employment services and the trade union organizations, tried to identify companies with good prospects of successfully negotiating collective equality agreements. The negotiations that were opened at the MSA benefited from the support of the regional office and from financial assistance provided under the Law to encourage the conclusion of equal-rights agreements.

- The existence of regional impetus. The negotiation of the equality plan at the MSA benefited from a dynamic impetus lent to it by numerous regional players. When the Law was adopted in 1983, there was no local tradition or know-how in the field of equality bargaining. The first task was to train the negotiators. The CFDT quite quickly set up a training system with the aid of an Institute of Labour belonging to Rennes University No 2; the role of the institute is to train regional union officials. As a result of this training, a group with special responsibility for equal opportunities came to be created within the regional branch of the CFDT with the task of encouraging and assisting women in the region who were negotiating for equal

rights. The group was entrusted with the task of transposing to a regional context the policy of equal representation being developed nationally by the CFDT within its own structures and in enterprises.

The success of this union strategy depended on the identification of negotiating locations where sexual equality might well be accepted without too much hostility. The choice of the MSA was dictated by a number of considerations: the inequalities appeared flagrant, the union side was heavily involved in comparative analyses of conditions for men and women, a conflict had just taken place and had further entrenched its positions, the union side was motivated by women members who also belonged to the regional group on equal rights, and the men who were union officials seemed quite open-minded and favourably disposed towards an equality plan.

*In 1989-90 we were highly motivated, the effect of the Roudy Law was still fairly fresh, and a very powerful regional impetus was making itself felt within the union (Union delegate).*

The combination of these external influences and of the internal problems faced by the Society were to be instrumental in initiating the process.

## 2. Internal origins

*The situation was ideal; there were flagrant cases of discrimination, and there were changes in the management team. That enabled them to say, "Yes, there are cases of discrimination, but they are not of our doing" (Union delegate).*

It is true that the situation within the Society had created favourable conditions for the emergence of an equality campaign, conditions which staff members were able to identify and translate into a bargaining process which they wished to see initiated.

- Lack of women in executive posts. For the historical reasons described above, although women had come to outnumber men in the MSA, an examination of the middle and senior management grades in the Society showed their numbers virtually dwindling to zero towards the top end of the scale. 74% of the women were

in non-promoted posts (194 women out of 232 staff in that category); one man in four was a supervisor (14 men out of 69 supervisory staff); one man in two was in a executive grade (57 men out of 63 executive staff). This inequality in the distribution of grades was compounded by pay differentials, with large numbers of women receiving the lowest salaries, and by disparities in access to training, especially to courses leading to qualifications.

- Ageing male executives. Quite a significant number of the men in executive posts were of above-average age and seniority within the Society. This presented opportunities for women to take over from these men when they retired and made it possible to incorporate a number of envisaged vacancies into an equality strategy.

- Technological changes. The MSA was computerizing its procedures. The introduction of a new computer system for processing benefit forms altered the old organizational structure, based on types of benefit, into a new distribution along geographical lines, whereby a desk officer was responsible for a group of insured persons, administering all the benefits to which they were entitled. This new situation required staff to be more versatile. The MSA needed the support of its staff, especially women, who were at the front line of the computerization drive.

- Job diversification. With the agricultural population diminishing, the MSA was confronted by the need to diversify its activities in order to assure the viability and sustainability of its system of social protection. To that end, it had to develop new types of job, more commercial, less administrative and closer to the user. Here again, staff motivation was a key to the success of the Fund's strategies and one of the means of assigning the large complement of administrative staff to new functions. Encouraging women to widen their career choices was a factor in the success achieved in this area.

- Change of leadership. The year 1990 saw a change at the head of the Finistère MSA, namely the appointment of a woman who had been Deputy Managing Director. This is far from being a mere anecdotal remark about one person replacing another in a post, where a woman happens to succeed to a position previously held by a man. On the contrary, it is about the occurrence in the MSA of a phenomenon that was frequently observed in companies which adopted equality plans between 1983 and 1989. As often happened, it marked the arrival in the decision-making process of women with firm beliefs about sexual

equality. This factor played a vital role in the conduct of the MSA negotiations and in the formulation of the elements contained in the plan.

- Creation of a department of human resources. Until 1990, the MSA did not have a separate department of human resources. Personnel management had hitherto been divided between the pay office, which dealt with the administrative routine, and the managing director's department, which looked after policy and was responsible for relations with the staff representatives. The creation of the new department marked a turning-point in the life of the organization and in the importance it attached to the human factor. This change was to be amply illustrated in the effort to negotiate the equality plan.

- Production of a preparatory study. Before engaging in negotiations, the MSA management and the union officials decided to commission a preparatory study with a view to *"advising the protagonists of the possible terms of an agreement, on the one hand by evaluating women's aptitude to press for access to the executive grades and on the other hand by assessing the ability of the Society to make use of the natural and acquired talents of women in the course of the equality drive"* (commissioning letter to CERAF, 1989).

The study was compiled in the form of a monograph in two parts: an analysis of the prevailing situation and a catalogue of recommendations designed to be incorporated into a framework agreement on equal rights. The study was compiled on the basis of very detailed interviews with the various categories of staff affected by the equality bargaining. It helped to define all the interest groups which sought to establish an equality plan at the MSA as part of a strategy of human resource planning, with which it seemed to be inextricably linked. It also had an educational effect in the sense that it was able, through the steering committees, to explain what is meant by equality in the workplace and to allay some of the fears of male executives. It helped to enrich the substance of the agreement on the basis of the data collected during the survey, and to ensure that women would actually be able to take part in any measures that were proposed.

- Obstacles. Apart from the budgetary obstacles that were sometimes cited, especially in relation to the constraints imposed by the supervisory authorities, the main obstacles were of a cultural nature. It was fairly difficult to deny the existence of inequalities between women and men at the MSA in Finistère in the light of some very convincing statistics. It was more difficult, however, to prove, especially to the executive

staff, that these inequalities amounted to discrimination which had to be eradicated by more or less compulsory measures. For a long time the discussions focused on the legitimacy of adopting "quotas" (a term that was studiously avoided during the negotiations) and on their scope. A long tradition of dedication to parity, the desire of management to settle the issue and the tenacity of the union negotiators made it possible to obtain a compromise based on the rationale of gradual numerical adjustment over three years, at the end of which an evaluation would be carried out prior to any further action.

- Establishment of an equality committee. The study was followed immediately by the creation of an equality committee comprising members of the management team, executive staff, supervisors, clerical personnel and staff representatives. The committee set to work on the formulation of proposals on training, long-term absence, part-time contracts and women's access to executive posts.

It is difficult to arrange this collection of conditions which contributed to the emergence of the equality agreement at the MSA into a reliable hierarchy or chronology. It was the cumulative effect of these converging factors that sustained the negotiating process.

#### IV SUBSTANCE OF THE AGREEMENT

The originality of the MSA agreement compared to other French equality agreements that were concluded during the same period lies in the fact that it contains quantified and timetabled commitments to enact measures in favour of women, that it seeks to have a long-term impact on the underlying philosophy of the organization by imbuing it with a spirit of equality and that it establishes monitoring mechanisms.

##### 1. Quantified and timetabled commitments

Since the content of the agreement was presented at the second phase of our research, there seemed to be little point in repeating the details to be found in the annexes to our report. We have restricted ourselves to a brief reminder of its substance in order to highlight its specific characteristics.

The framework agreement of 3 December 1991 comprises two titles, Title I covering the aims of the agreement and Title II the means of achieving those aims.

Title I defines three aims:

- improvement of qualifications,
- access to executive posts for women,
- job diversification.

Title II deals with the rules of procedure, the identification of potential and cooperation and monitoring systems.

With regard to the improvement of qualifications, the management side undertook to bring six women every year up to a coefficient of 140 from a coefficient of 132 under the plan. As for access to executive posts, management undertook to promote to the first executive grade "*a percentage of women at least equal to their representation among the supervisors and clerical staff*" (Article 1.2 of the agreement). They also undertook to examine and implement the principle of mixed staffing in the new posts created by the diversification of the Fund's activities. To ensure that it could meet these commitments, management



made provision for a system of in-service training and for the use of a phased system of early retirement to enable women to be promoted.

## 2. Long-term measures

With a view to rectifying sexist practices in the organization and changing its culture, the agreement provided for the quarterly submission to the works council of data on training, classified by occupation and sex. Care was to be taken in job advertisements to avoid any suggestion that the position in question was more suited to one sex or the other. The direct and indirect effects of lengthy absences, maternity and part-time work on promotion and access to training were to be monitored. A service regulation annexed to the agreement laid down the rules and precepts of good practice to be observed in order to ensure equality in the domains of training, long-term leave of absence and the flow of information.

## 3. A monitoring mechanism

Unlike other French agreements, the MSA agreement provided for monitoring structures. A plenary committee, which succeeded the equality committee and was composed in the same way, was charged to draw up an annual appraisal of the application of the agreement and to make proposals for subsequent years. A select committee, comprising representatives of the management team and staff representatives appointed by the unions, was entrusted with the day-to-day monitoring of the application of the plan and the service regulation and was to deal with any problems that might arise in connection with the application of the agreement. It could be convened at any time by the management if the need were expressed.

Parity has been a constant goal throughout the negotiations at the MSA, and it features prominently in the substance of the agreement, a very specific aspect of the agreement which distinguishes it from the average French equality pact. This particularism has historical roots and is indissolubly linked to the vitality of the negotiations and to the place of the MSA du Finistère within the mutualist movement.

## V CONSEQUENCES OF THE AGREEMENT

In accordance with the terms of the agreement, a full-scale evaluation of its implementation was conducted in 1994. The evaluation testifies to universal fulfilment of commitments during the period under scrutiny, especially as regards the "quotas" of women promoted. The evaluation and interviews showed that, besides the directly perceptible effects on women's conditions of employment and working conditions, the agreement also had an impact on the women and on the prevailing philosophy of the organization. The question that remains is whether it is appropriate to pursue the campaign beyond the spirit of equality that appears to pervade the MSA at the present time.

### 1. Direct effects of the agreement

The obligations to promote women to executive posts to replace staff who retire are generally considered to have been fulfilled:

In 1991, there were 11 female executives and 55 female supervisors.

In 1994, there were 18 female executives and 80 female supervisors.

Seven women obtained access to the executive level under the plan, and 18 of the women promoted to supervisory posts obtained promotion on the sole basis of personal aptitude. The management called these quotas "*the most drastic measures in the agreement*", but everyone agreed that they were necessary and that without them "*there would not have been so many promotions*" (union delegates).

*"Without this plan it would have evolved, but not on the same scale"* (head of Human Resources).

In the same way, the planned elimination of pay differentials was carried out, and the envisaged measures providing access to training were introduced. Both the unions and the management have emphasized that the plan was properly executed over the three-year period and that the idea of redressing the balance worked quite well in favour of women. Consequently, "*the most flagrant types of discrimination*" (union delegate) were alleviated. The number of women in executive posts almost doubled between 1991 and 1994, and there are no more "*male bastions*" in the Society. In the information technology department one woman was promoted internally, and a woman executive was recruited to the technical control department from outside. Everyone from the management and union sides is pleased with the situation and attributes it

to the compulsory nature of the agreement. There remain some differences of interpretation on an operation involving the production of 40 job profiles undertaken by women in the framework of the agreement for the purpose of reviewing their professional circumstances and possibly providing themselves with a project. It is generally agreed that the operation did not achieve the expected results, but the management partly ascribes this to the women themselves, some of whom allegedly acted "*out of curiosity, without any real plan*", while the union representatives put forward the view that, since the management team was unable to outline forthcoming developments it was difficult for the women to devise a project.

The fact remains that at the end of that "catching-up" stage the percentage of executives who were women still did not correspond to the overall percentage of women on the staff. In fact, of the total of 61 executives, 31.15% were women and 68.85% men, but with women constituting 75.07% of the total staff, this meant that only 6.64% of all female employees were executives, whereas men in executive posts accounted for 44.2% of all male employees (24.93% of the staff are men). So about one man in two at the MSA has an executive post, compared with one woman in fifteen. Over three years the agreement helped to correct such inequalities, and it seems to have generated momentum for improvements in employment conditions for women at the MSA. The question today is whether this impetus can be maintained and developed until there is real equality within the executive grades.

In their interviews, managers and trade union officials stressed the need to "*remain vigilant*" in order to prevent a resurgence of old attitudes and sexism, but everyone reacted as if the plan had been achieved and had given way to "*a spirit of equality which had outlived it*" (management) and an "*obsession with equality*" on the union side. In any event, the agreement, which had been concluded for a fixed period, was not formally extended with new aims or with a continuation of its original aims. The union delegate we met emphasized to us that from a legal point of view, in the absence of a denunciation, the agreement had effectively been extended by tacit consent at the end of its term and that "*belief in parity was still alive and had actually become rather more pronounced*". Nevertheless, it seems that the agreement itself was regarded as a "*dated*" approach, one which was now "*old-fashioned*" (management), and that it had served its purpose by bringing about the aforementioned results and changes.

*"It is true that if the equality plan were to be put forward today, no-one would understand. It would not go down well; the various parts of the written agreement have been fulfilled"* (management answering the question "Would it be easier or more difficult to run such a campaign today?").

At the MSA, as in other French companies, the equality drive was conceived as a corrective measure at a particular moment in the history of the Society and served as a means of curbing the most outrageous forms of discrimination. Here, as elsewhere, it cannot easily be transformed into an institutionalized and permanent element of Society operations or of the collective bargaining process. The fact that the Society concluded such an agreement has created such a high degree of awareness of the gender balance that vigilance is still exercised and has given the various players the means of identifying and preventing any direct discrimination. Nevertheless, the campaign has not left an explicit imprint on all the transactions and priorities of the Society. It surfaces whenever women are at the centre of measures under discussion, such as part-time employment, or when equality is on the agenda during the annual round of negotiations, but it is not addressed under the heading of general business, in connection with matters such as revision of the grading system, the emerging deliberations on working hours, the problem of staff appraisal which has recently arisen, etc.

It is certainly true that attitudes within the organization have been altered by the arrival of women in positions of responsibility which had hitherto been closed to them, and their involvement in the decision-making process has changed people's perceptions of the professional role of women and engendered the development of a new mentality.

*"The great merit of the agreement lies in its having demonstrated that equality in the workplace does not impinge at all upon anything: areas of competence, productivity,, efficiency, pugnacity - an executive is an executive"* (Head of Human Resources).

The preservation of links between employees and the Society during maternity leave and other long-term leave of absence testifies to a changing perception of the relationship between women and work. However, the implications of the fact that family responsibilities are not shared between men and women has not

given rise to any serious discussion or internal campaign beyond the vague feeling among the union representatives that men and women do not use the freedom offered by flexitime and part-time working for the same social purposes. The issue of reconciling professional and private life is considered to be more a matter of the Society responding to extraneous circumstances in the sense that it makes provision for temporary arrangements which seem designed to allow individuals to reorganize their lives (leave to look after a sick child, flexitime, parental leave, etc.).

## 2. Indirect effects

Besides the direct measurable effects of the agreement, the two sides involved in the operation have observed indirect effects, perhaps less measurable but nevertheless perceptible within the Society as a whole.

The union delegate, for example, mentioned in her interview that some women had been elected as local councillors and that they attributed this involvement in local life to the equality drive in which they were engaged at work. Likewise, she underlined its impact on their private lives:

*"In certain family conflicts, women have been making demands they had never made before... They have become aware of inequalities. That is a added point; it did not happen before."*

Women also began to map out their personal training requirements when the equality plan was adopted, and they have subsequently attended classes, including certificate courses, during or outside working hours. From this point of view, the management considers the plan to have been a great opportunity *"for those who wanted to make the effort, it gave them a push"*. On the other hand, management were more sceptical about the benefit accruing to all those women who had never given much thought to their professional position within the Society. The union delegate put this another way when she said,

*"We must always remain vigilant, because women are slipping back into their old habits and are forgetting to exercise their rights. Loss of motivation hits women harder because they are at the bottom of the scale, they can put up more easily with low salary coefficients, and in general terms they feel less frustrated than men about having to remain in clerical posts; this is even observable"*

*within our membership. It is more difficult to persuade women, even some women with diplomas, that they should not be content with work for which they are overqualified on the basis that any job is better than none."*

The equality agreement within the MSA undoubtedly represents a bid to make up leeway and to rectify inequalities, but now that some of the imbalance has been put right, the campaign for equal opportunities at work cannot easily be transformed into a permanent structural approach covering the entire organization, responding to new developments and integrated into company strategies and into the social dialogue, despite the spirit of equality which is sweeping through the organization and despite the vigilance that is practised. We have the feeling that the survey we conducted as part of this report was an occasion for dusting down the file and eliciting from the protagonists, or even suggesting to them, ideas for reviving the equality issue in future debates on working hours.

Another point made by both sides during our meeting concerned the isolated nature of the approach adopted at the MSA. Despite good media coverage of the agreement, the same format was not used by neighbouring MSA offices or in other parts of France. The management team's explanation for this is that the inequalities were more glaring in Finistère than in other *départements*, which justified the type of corrective action taken. The union representatives admitted that they had been approached by union chapters in other companies to give presentations on the agreement, but that did not translate into negotiations, and the unions at the MSA acknowledged that they had remained "*marginal*". However, they did remark on the progress made in the integration of women into their organization. Since 1989, women have become union delegates as well as members of the works council and of the health and safety committee in the Society. The Agro-industrial Federation, their umbrella body, is also headed by a woman: "*We often think of equality, but today it is an issue that pervades the whole organization rather than a compartmentalized domain.*"

Here, as elsewhere, we suggested to them that this broad approach might be the source of a dilution, or even distortion, of the concern for equality if it is not rigorously demonstrated and promoted through more or less mandatory structures and systems. They agreed that the subject was often passed over in silence during negotiations when so-called general matters were being discussed unless the question of the gender balance was not explicitly raised by negotiators "*obsessed with sexual equality*" (union delegate).

To conclude this research on collective bargaining and equal opportunities in Europe, we should like to say, on the basis of the case we have examined, how necessary it appears to us that discussions between management and labour in Europe, the "social dialogue", should address the issue of sexual equality and that negotiators should regard it as an essential yardstick of economic success and social justice. For that reason it deserves the attention of economic and political players, the mobilization of their energies, the assignment of material and human resources and the creation of services which take responsibility for it and train those men and women who dedicate themselves to it. The achievement of sexual equality presupposes that the issue of the gender balance, properly analysed and contextualized, is incorporated into all matters under negotiation. Finally, the continual re-emergence of the sexual division of labour and the difficulty experienced by management and labour in incorporating sexual equality into their negotiations suggest, as far as France is concerned, that mandatory equality bargaining should be introduced into labour law. Experience shows and proves that wherever bargaining is part of a compulsory system, negotiators have developed know-how, have produced studies with a view to examining the range of available options, transforming conditions of employment, working conditions and conditions for the training of women and, in the longer term, have altered social practices that were tainted with sexism and have devised mechanisms which have been of benefit to the entire workforce.

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