Equal opportunities and collective bargaining in the European Union

A case study on Contract Catering from the Netherlands

Phase III

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Collective bargaining and equal opportunities
A case study of contract catering in the Netherlands

How are equal opportunities provisions in collective agreements arrived at? Who puts subjects such as childcare and sexual harassment on the bargaining agenda and what are the results of undertakings on such issues? This report answers these questions for the Dutch collective agreement on contract catering. This agreement was chosen at an earlier stage in the research project because it contains a progressive provision on childcare. This provides for a fund to pay childminders to look after children aged from 0 to 12 for both male and female employees. The employees pay a contribution into the fund depending on income. The collective agreement also contains an extensive grievance procedure to prevent and combat sexual harassment, a scheme for unpaid special leave and parental leave, and there are also undertakings to promote the position of women.

Contract catering is a relatively new business sector which has undergone rapid expansion in recent years. Since the Eighties Dutch private companies and public institutions have been increasingly contracting out their canteens and other forms of catering to outside caterers. The sector has a workforce of 14,088, with women forming 75.3%. Contract catering has had its own collective agreement since 1988. This has been concluded between Veneca on behalf of the employers and Horecabond FNV and Industrie- en Voedingsbond CNV acting for the employees. Of the two unions Horecabond FNV has by far the greatest number of members in contract catering. The parties to the agreement conduct their negotiations within the Joint Committee for contract catering.

This report applies the intensive process analysis method to the process whereby provisions with equal opportunities implications have been arrived at in the five contract catering collective agreements that have been concluded since 1988. The provisions concerned are those regarding childcare, sexual harassment, unpaid parental leave and the promotion of the position of women. These have been evolved over a number of years. The study began by researching Horecabond FNV's archives. This entailed studying various documents such as the minutes of the collective bargaining sessions, various parties' amending proposals, minutes of the meetings of the contract catering Joint Committee and its various working parties, and the working conditions policy statements.

Using this archival research, a provisional re-construction was made of the process whereby the equal opportunities provisions in the collective agreement were arrived at. A selection was also made of people who had been directly involved in this process. This covered negotiators on behalf of the employers and the employees, Horecabond FNV's former equality policy officer, and contract catering's former central representative on sexual harassment. Semi-structured interviews were then held with nine people. With the aid of the provisional re-construction the various parties described the part they had played in the process of arriving at the equal opportunities provisions. A definitive re-construction of the process was then formulated on the basis of the interviews, and this was subjected to an influence analysis.

This influence analysis showed that Horecabond FNV had exercised the most influence on bringing about the equal opportunities provisions, but that Veneca, the employers' organisation, had also had a large influence. The Industrie- en Voedingsbond CNV had had a small influence. Horecabond FNV had the most influence on the childcare provisions. The initiative for introducing a scheme for combatting sexual harassment came from Veneca, while Horecabond FNV had a very large influence on working this up into a grievance procedure. The idea of introducing unpaid parental leave also came from Veneca while both parties had about the same influence on the undertaking to promote the position of women in the contract catering sector.

The findings from the influence analysis tell us something about the degree of influence. There was a clear distinction, however, between the direction that Veneca and Horecabond took in asserting their influence. Whereas Horecabond FNV made radical proposals and mainly sought collective undertakings on equal opportunities issues, Veneca came up with more moderate counter-proposals aimed at giving employers as much scope as possible to resolve problems within their own firms. It was also apparent that the degree of initiative varied over time. The employers mainly made their equal opportunities proposals in 1988 and 1990 while Horecabond FNV were putting equal opportunities issues on the bargaining agenda both from the outset and in the later years.

Equal opportunities seemed to be a relatively unimportant topic in the bargaining process. The parties gave it more attention when wage-margins were sufficient and employment was growing than when there was talk of a worsening economic situation. Horecabond FNV mainly drew on arguments from a social perspective while employers wanted to improve the position of women because it was in their business interest. Contract catering employers are keen to take on women returners because of their good customer-contact skills and their willingness to work for years in a part-time job. Consequently, as employers, they are quite prepared to invest in this type of employee.

A collective agreement provision appeared to pan out well in practice when both employer and employee representatives had been involved in its implementation. Thus it was a working party within the contract catering Joint Committee which attended to the adoption of childcare, and the grievance procedure for sexual harassment was developed by the central representative in consultation with her opposite numbers from the various firms. Although no women were involved in the negotiations, everyone interviewed said that women had an indirect influence. Officials from both unions mentioned the influence of women in the collective agreement committee. Moreover, within the Horecabond FNV there was an active input from the woman who was the equality policy officer and from the women's secretariat of the central FNV. Veneca, for the employers, mentioned the active involvement of a number of women heads of personnel. It also emerged from the interviews that several of the men who were doing the negotiating felt a deep involvement themselves for equal opportunities issues. There was indirect influence, too, from the undertakings to combat sexual harassment made by employers and employees at the central level, and from national legislation in the fields of positive action and childcare. There was nothing in the case study to indicate that developments at the European level had any direct influence.

CONTENTS

1. Introduction

How do equal opportunities provisions in collective agreements come into being? Who puts subjects such as child care and parental leave on the agenda, how do the various bargaining parties reach agreement and what are the results? This report will answer these questions in respect of the Dutch collective agreement for contract catering. This collective agreement is one of the fifteen case studies which have been conducted in fifteen European countries for the European Foundation for the Improvement of Living and Working Conditions. These case studies constitute the third and final stage of a research project on collective bargaining and equal opportunities.
Stage 1 of the project described the national context in terms of labour relations and equal opportunities. Stage 2 consisted of the selection of twenty collective agreements with progressive - i.e. "good" - equal opportunities provisions. Stage 3 is a case study of one of the twenty in which we will establish what factors were most influential in ensuring that provisions of that kind were present.

For our case study we have chosen the collective agreement for contract catering. This was chosen in Stage 2 because of its good child care provisions. These offer both male and female employees child care facilities for children aged from 0 to 12. Employees pay a contribution on the basis of the table set down up by the Ministry of Welfare, Public Health and Sport. However, the collective agreement also includes a number of other provisions which favour equality of opportunity. Thus there is an extensive grievance procedure to prevent and combat sexual harassment, a scheme for unpaid care leave and special leave, and undertakings are given to promote the position of women, and of women returners in particular.

The business services sector was chosen with a view to distributing the case studies in the member states among as many sectors as possible. Contract catering is a relatively new branch of the services sector but one which has undergone rapid expansion in recent years. Because the sector is very much market orientated it is interesting to study how equal opportunities provisions have been able to evolve in that climate. Moreover, contract catering is a sector with a relatively large number of women employees. Out of a workforce of 14,088 women comprise 75.3%, of whom two-thirds are in part-time jobs[1]. The employees are spread over 110 companies. The thirteen largest ones, who between them employ 95% of the total workforce, have come together to form Veneca, the organisation which acts on their behalf. The collective agreement applies directly to these thirteen companies, all of which operate nationwide. The other 5% of employees work for the smaller contract catering firms which operate mainly on a local basis.

[1] Source: Veneca 1995 Annual Report

Since the collective agreement has been declared generally binding by the Minister for Social Affairs and Employment it therefore applies to them as well. The degree of (union) organisation in the sector is about 20% as against the national average of 26.2%. About 83% of these union members belong to Horecabond FNV, 8% are with Industrie- en Voedingsbond CNV and 9% with Unie BLHP.

1.1 Contract catering

Contract catering is when private companies and public institutions contract out their canteens and other forms of catering to outside caterers. This form of sub-contracting was very much on the increase in the Eighties. The Minister for Social Affairs and Employment wanted to declare the "Horeca" (hotel and catering trade) collective agreement generally binding on all catering firms but Veneca, the contract catering employers' organisation, thought that their sector's specialised nature justified it having a collective agreement of its own. While "horeca" - the hotel and catering trade - ranks very much as a craft occupation, requiring special skills, contract catering is of a more industrial nature. The Minister accepted the contract catering employers' objections to having the Horeca collective agreement made binding upon them as well, but made this conditional on them concluding their own collective agreement in the spring of 1988, and the sector's employers and employees did in fact conclude their own collective agreement in April 1988. Undertakings on equal opportunities have evolved considerably since this first collective agreement, starting in 1988 with a provision on anti-discrimination and prevention of sexual harassment, and rapidly expanding in 1990 to an entire section on positive action. What we have done in this report is subject the development of the equal opportunities provisions to an influence analysis. In this chapter we will first outline the method that was used, and then go on to describe the various actors who played a role in the realization of consecutive collective agreements for contract catering. Chaper 2 consists of a re-construction of the development of the equal opportunities provisions from 1988 to the present day. In Chapter 3 we will be applying influence analysis to the various (part) decisions that were taken. We will also be showing what influence various actors had during the preparation, realization and implementation of the different provisions. In Chapter 4 we will examine the influence exercised by women inside the various bargaining parties and the other factors which can account for the consideration given to equal opportunities. We will then conclude the chapter by formulating a number of recommendations.

1.2 Research method and execution

This case study will examine which factors have influenced the presence of progressive equal opportunities provisions in the contract catering collective agreement. We are not assuming that the findings of this research are representative of every Dutch collective agreement but we do expect them to give an indication of the factors that can hold back or speed up progress in other collective bargaining as well (Dickens, 1995). The method we will be using for this case study is *intensive process analysis* (Huberts, 1994). This method is already much used for the analysis of political decision-making processes and is applied here to decision-making processes within the context of collective bargaining between employers and employees.

In order to determine what influence various actors have had it has been necessary to reconstruct the decision-making process. This re-construction carefully reproduces what the actors have said and done and is based both on archival research and interviews with those involved. With the aid of this re-construction we are able, by using tables, to show how the various actors' standpoints changed as time progressed. In order to determine the degree of influence we first compared the standpoint of individual actors with the end result. If actors continually adopted a standpoint that differed from the final decision they presumably had no influence. A second element is the point in time when parties changed their standpoint. If actors began adopting a standpoint in the course of time which coincided with the end result it is important to ascertain at what point that occurred. An actor's influence is presumably greater when that actor has been the first to advance that standpoint than when the actor alters his or her opinion after others have already done so. Thirdly, it is important to look at what access actors had to the decision-making process. If actors adopted a standpoint that coincided with the end result but had no direct or indirect access to the place where the decisions were taken, it is unlikely that they have been influential (Huberts, 1994: 45-53).

The Joint Committee for contract catering (the consultative body for contract catering employers and employees) and Horecabond FNV (the largest employee organisation in contract catering) were approached by telephone and then asked in writing if they would assist with the research. Following this, extensive research was carried out in the Horecabond FNV archives[2] where the documents studied included the minutes of the negotiations, amending proposals put forward by the various bargaining parties, minutes of meetings of the child care working party, the returners working party and the discussion group of representatives on sexual harassment, and various relevant statements and reports.

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2 Our thanks to Mr. W. Holvast for making archive material available and to Mrs. J. Buikema for her help in making a selection from the large quantity of information.

On the basis of this information we were able to make a provisional re-construction of the process which brought about contract catering's five consecutive collective agreements. It was also possible to pick out people who had been directly involved in this process, namely, negotiators on behalf of the employer and employee organisations, Horecabond FNV's (former) equality policy officer, the (former) secretary to the negotiations and the (former) contract catering central representative on sexual harassment. These ten people were then written to with a request for their assistance, and semi-structured interviews were subesquently conducted with nine of them[3] (see appendix 1). They were sent the provisional re-construction in advance and were able to add to it or amend it as they saw fit. Using an itemised list they recounted which standpoints their party had adopted in respect of certain topics. In some cases additional archive material was sent in as a result of the interviews[4]. The definitive re-construction of the decision-making process (Chapter 2) was then drawn up on the basis of the interviews and additional archive material. Next, decisions were chosen which marked an important phase in the realization of the equal opportunities provisions, and the intensive process analysis method was applied to those decisions (Chapter 3).

1.3 Actors

There were three parties who were involved throughout the bargaining for the contract catering collective agreement between 1988 and 1994 - Veneca for the employers, and Horecabond FNV and Industrie- en Voedingsbond CNV for the employees. They were joined in 1996 by a third employee organisation, Unie BLHP. Since the only decision taken during the 1996 negotiations was to extend the existing agreement and consequently no new undertakings were made, there is no need for us to include these negotiations or to go further into the role of Unie BLHP. What follows is a description of the other three parties and the consultative body within which they operate, namely the contract catering Joint Committee ("Vakraad").

1.3.1 Veneca

Thirteen large catering companies[5] are affiliated to Veneca (Vereniging Nederlandse

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3 Mrs. W. Keizers-van Gils, the former secretary to the negotiations, only wanted to be interviewed over the telephone.

4 Our thanks to Mr. J.A.M. Toxopeus from Industrie- en Voedingsbond CNV and Mrs. I. van den Bos from Voedingsbond FNV.

5 Appél, BRN, ECS, Eurest, Van Hecke, Holland Catering, KLM, Mondial, Prorest, Restoplan, SAB, Service One, Stichting Mensa Academica Amstelodamensis.

Cateringorganisaties/Association of Dutch catering organisations), the employers' organisation. Veneca itself is in turn affiliated to VNO/NCW, the national organisation for employers. The bargaining delegation consists of five company representatives, usually the managing director or the head of the personnel department. Unlike the unions, the employers' organisation does not publish policy statements on working conditions. General developments in the sector are described in the bargaining proposals which are prepared by the bargaining delegation in conjunction with the social affairs committee. While Veneca has no women in its delegation it does have women on its social affairs committee. This is composed of the heads of personnel from all the Veneca companies, and currently six out of the committee's sixteen members are women[6]. There is no formal remit for equal opportunities within Veneca, and no committee or member of staff has a special equal opportunities brief.

1.3.2 Horecabond FNV

Horecabond FNV is affiliated to FNV, the Dutch Trade Union Federation. Horecabond FNV deals with three sectors, namely "horeca" (the hotel and catering trade), contract catering and leisure. This trade union has 2,535 members in contract catering, of whom 1,663 are women[7]. The union has incorporated a clear formal remit for equal opportunities and women's issues into its structure, and has a women's issues official and a national women's committee. The union rans its own positive action project for a number of years (1989-1993) and employed a woman equality policy officer in this context.

Horecabond FNV sent four officials to the negotiations, and since 1996 the delegation has also included a woman official. The bargaining proposals were developed in line with the union's annual policy statement on working conditions. Equal opportunities topics figure prominently in this statement. Bargaining proposals and results are checked out by the collective agreement committee. This has quite a high proportion of women members - 23 out of the 53 members are women[8]. The Trade Union Federation's women's secretariat is another source of influence in the equal opportunities field. In terms of content, for example, it has provided support for a number of years in the form of a positive action scenario for use in collective bargaining. The women's secretariat also supplied the central representative for contract catering who played an important part in developing the sexual harassment grievance procedure.

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6 Source: Veneca 1995 annual report.

7 Source: Mr. W. Sondern from Horecabond FNV.

8 Source: Mrs. J. Buikema from Horecabond FNV.

1.3.3 Industrie- en Voedingsbond CNV

Industrie- en Voedingsbond (industry and foodstuffs union) CNV is affiliated to the CNV (Dutch Christian Trade Union Federation). This union covers sixteen sectors and is much larger than Horecabond FNV. It has relatively few members in contract catering and has one official who takes part in the contract catering negotiations. It does not have a committee or member of staff with a special brief for equal opportunities issues, although it does publish an annual working conditions policy statement which includes the subject of equal opportunities. The bargaining proposals were framed on the basis of this statement. The collective agreements committee which is sounded out on the proposals and results also considers topics such as child care. Three out of this committee's ten members are women[9]. The central CNV, like the FNV, also has a women's secretariat.

1.3.4 Contract catering Joint Committee

The contract catering Joint Committee is the consultative body for employers and employees in the contract catering sector. Its members are Veneca on behalf of the employers, Horecabond FNV, Industrie- en Voedingsbond CNV, and, since recently, Unie BLHP. The contract catering negotiations were minuted by a secretary from the joint committee. Regular discussions are also held within the committee between the various bargaining parties. There are also working parties made up of employer and employee representatives which deal with specific topics. Those which are of importance for this case study are the working parties on childcare and returners, and the representatives' discussion group.

[9] Source: Mr. J.A.M. Toxopeus from the Industrie- en Voedingsbond.

2. Provisional re-construction: the realization of equal opportunities provisions

The contract catering collective agreement has evolved significantly in recent years so far as provisions in respect of equality of opportunity for men and women are concerned. The provisions regarding sexual harassment, child care, parental leave and positive action have increased and expanded. What follows is a (provisional) overview of the events which led to the realization of these provisions. 1988 has been chosen as the starting point for the re-construction since this was the year that the first collective agreement for the contract catering sector was concluded.

2.1 Chronological overview

2.1.1 1988

Preparatory talks for the first collective agreement solely for the contract catering sector take place in late 1987 and early 1988. The bargaining parties are Veneca, and Industrie- en Voedingsbond CNV, Voedingsbond FNV and Horecabond FNV for the employees. There are no equal opportunities items on the agenda at these preparatory talks. Definitive bargaining on the contract catering collective agreement commences on 25 February. At this point Van Zundert, on behalf of Veneca, tables proposals for a provision on anti-discrimination and prevention of sexual harassment. This provision would ban discrimination in the workplace and recognise the right of every employee to respect for their personal lifestyle and physical inviolability. The proposals largely coincide with the provisions on this subject in the Horeca collective agreement but add that the parties wish to promote equality of opportunity for men and women in the work process. Another new addition is a reference to sanctions for persons guilty of sexual harassment. Abraas and Van Sante respond on 17 March on behalf of Horecabond FNV and Voedingsbond FNV with textual proposals on sexual harassment. Under these proposals employers would be obliged to operate a policy of preventing unacceptable forms of behaviour. Employees who are subjected to this kind of behaviour can file a complaint about it. Under a grievance procedure the parties would set up a central point where complaints can be reported, and complainants can be received and get support and mediation. Representatives would be appointed for this purpose and they would get the same legal protection as works council members.

On 24 March Van Zundert produces a report on the bargaining discussions. This shows that there is agreement on including a provision on sexual harassment but that the additional textual proposals from the FNV unions are still being discussed. The definitive text of the collective agreement of 29 April contains the article on anti-discrimination and prevention of unacceptable forms of behaviour proposed

by the employers, plus a provision on a grievance procedure. This states that the employer shall appoint a representative on sexual harassment, with the approval of the works council, whose task it is to note, assist and mediate when there are complaints from employees of unacceptable forms of behaviour. If this mediation does not have the desired result the employee concerned can file a written complaint with the parties to the collective agreement. The FNV union proposals regarding the operation of a policy and the legal protection of the representative do not reappear on the agenda.

In October Horecabond FNV publishes a 5-year working conditions policy statement. This statement forms the framework for working conditions policy for the next five years, with positive action constituting one of the chief planks of its future policy. The measures proposed are a positive discrimination policy for women, the creation of child care facilities, extension or greater flexibility for maternity (i.e. pregnancy and confinement) leave, part-time leave for the care of children and an employment guarantee for women on re-organisation. During the same period Industrie- en Voedingsbond CNV also publishes a discussion document on a working conditions policy for 1989. In this it states it will aim for undertakings in collective agreements which promote the participation of women in the work process such as (expansion of) maternity leave (during pregnancy and confinement), parental leave and training facilities for returners.

2.1.2 1989

In this year the Horecabond FNV embarks on a “positive action” project and 24 April then sees the publication of “Union Work is Women’s Work” (“Vakbondswerk is Vrouwenwerk”) . This contains a plan of work for a national women’s committee (LVC - landelijke vrouwencommissie) which is to be set up. The LVC’s work will include trying to secure child care, parental leave and special leave in the event of the illness of a child or family member for men as well as women employees. The LVC will also argue the case for having a representative on sexual harassment and a grievance procedure. A third priority will be a policy of positive discrimination for women in recruitment, promotion and training. Holvast, on behalf of Horecabond FNV, submits a grant application for 1 September to the Ministry of Social Affairs and Employment (SZW - Sociale Zaken en Werkgelegenheid) for a woman equality officer under the national “Positive Action Incentive Scheme”. Half her salary is to be paid by Horecabond FNV and the other half will come from the grant.

On 27 September the contract catering Joint Committee appoints Mrs. Passchier from the FNV secretariat to be the central representative on sexual harassment. She will support the representatives in the Veneca companies who have been appointed in the interim. Mrs. Passchier notes that the tasks and

powers of the central representative and the company representatives are not defined in the collective agreement. She will agenda this item in the draft for a grievance procedure which she will develop in consultation with the representatives in the various Veneca companies.
In October Industrie- en Voedingsbond CNV publishes a working conditions policy discussion document for 1990. The union is aiming for collective agreement undertakings which promote the participation of women in the work process. The union considers undertakings should be made to extend maternity leave and to allow parental leave during the first two years of a child's life. Other policy issues include 75% payment during the statutory parental leave, child care for children aged from two to four, and special training programmes for returners.

2.1.3 1990

On 12 January Horecabond FNV - in this instance also acting on behalf of Industrie- en Voedingsbond CNV - writes to Veneca with its proposals for amending the forthcoming contract catering collective agreement. The unions want to extend the total length of maternity leave to 16 weeks and to enable women employees to take the leave on a flexible basis, starting no more than two weeks before the estimated birthdate. A male employee must be able to take five days leave when his partner gives birth. They propose that the employer should offer child care during working hours for children between the ages of six weeks and 12, and that, for this purpose, the employer should set up its own child care facility or join in with a combined day nursery. The employer would pay the costs from a child care fund which would be set up and ask the parents for a contribution that should not exceed the rates set down by the Ministry.

Both unions also call for a positive action policy extending over a number of years. This would entail positive discrimination for women candidates in the event of proven suitability or the equivalence of candidates, no worsening of women's positions in the labour market following re-organisation, and being allowed to take a maximum of one month's unpaid leave a year to look after a sick child. January also sees the Ministry of Social Affairs and Employment authorise the grant to Horecabond FNV under the positive action incentive scheme so that an equality policy woman officer can be recruited.
The first meeting of the representatives' discussion group takes place on 5 February. It is attended by the central representative, Mrs. Passchier, and the representatives from the various Veneca companies. They discuss the current collective agreement provision on sexual harassment and put the case that the mediation of complaints ought not to be one of the representative's tasks.

The collective bargaining commences on 9 February 1990. The subject of positive action already features in the first day's discussions. Employers are considering setting up a fund to encourage women to return to work in the contract catering sector. So far as maternity leave is concerned they want to follow the statutory provisions. They also want to offer employees the option of taking six months unpaid leave, and go on to propose making 80 to 100 children's places available centrally. The employees respond during the second session on 14 February. They stick to their proposal to extend maternity leave to sixteen weeks, that it be taken on a flexible basis and that leave at birth for the partner should be extended to five days. They like the employers' proposal for six months unpaid leave but foresee problems in relation to (occupational) social security and pension schemes. They suggest that 0.1% of the wagebill be reserved for childcare. In their view a long-term positive action policy would help to improve the sector's image. During the third session on 21 February the employers propose keeping to the statutory provisions on maternity leave. They want to extend paternity leave for the partner from one to two days, and are also prepared to bear the cost of the pension break during six months unpaid leave provided there is substantial tenure after the employee's return. Employees agree to keeping to the statutory provisions for maternity leave but still want it to be possible for this to be taken on a flexible basis (two weeks at the most before the birth). They scale down the proposal for paternity leave from five days to three days. So far as the option of six months unpaid leave is concerned they still see too many doubts about social security. They propose including a protocol provision on positive action in the collective agreement and suggest that this is modelled on their textual proposals. The employers then respond with a written proposal containing texts on child care, unpaid leave, returners and positive action. So far as child care is concerned, a study should be set up and the sector would make 80 places available in the short term. Employees would be given the option of taking unpaid leave for no less than one month and no more than six months following maternity leave and an option of one month's unpaid leave for a child's illness. In the latter case all rights and obligations of tenure will continue. In both cases the employer would bear the cost of the pension break. Returners would be given priority in new job applications up until two years after leaving the company. Increased attention would be paid "to the catergory women" in recruitment and selection.

On 1 March Mrs. Passchier, the central representative on sexual harassment, writes to the contract catering Joint Committee with textual proposals that amount to a more precise formulation of the current collective agreement provisions on sexual harassment. These refer to a grievance procedure which is yet to be developed, and further detailing of the tasks and powers of the central representative. The employer can set up a grievance committee to deal with complaints in the meanwhile. The legal protection of the representatives is a matter that needs already to have been settled.

The unions respond on 5 March in the fourth session. They want to go along with Mrs. Passchier's textual proposal. They are sticking with a flexible maternity leave of sixteen weeks and want paternity leave for the partner of three days. They want to reduce the period of unpaid leave to a month since they consider the risks of six months unpaid leave without social security to be too great. They reiterate their own proposals for a long-term positive action policy. The fifth session takes place on 7 March. So far as unpaid leave is concerned, the employers propose that the effects that this can have on social security should be spelt out to the employees in the most explicit terms. They are agreeable to flexible maternity leave but insist on paid paternity leave being for only two days. In respect of child care both parties agree with the formula of employers making 80 places available on the basis of 0.1% of the wagebill. What form the child care should take will be further investigated. The most parents will pay a contribution in accordance with the Ministry's table. Employees propose that unpaid leave should last for a minimum of one month and a maximum of six months after the end of the pregnancy period and that employers should be responsible for the pension break. They go along with Mrs. Passchier's textual proposal on sexual harassment. The parties eventually agree on the positive action text proposal. Employers assent to a paternity (birth) leave of three days. In the sixth session on 15 March the parties also agree with the undertaking that Mrs. Passchier will further elaborate the sexual harassment text and submit it for approval to the Joint Committee. The current collective agreement text will stay in place for the time being. This means that nothing has yet been agreed on the legal protection of the company representatives. The unions propose that the Joint Committee should provide advice on the social security risks if women employees take more than a month's unpaid leave. After this agreement is reached on the subject of positive action.

Mrs. Brouwer joins Horecabond FNV on April 1 as the equality policy officer. At the Joint Committee meeting on 18 June Veneca puts forward proposals for a grievance procedure for sexual harassment. Under these proposals the company representative will have to both handle and resolve complaints. The representative will not receive any legal protection against dismissal but may only be dismissed after the employer has sought advice from the central representative. On 26 June the representatives are consulted and express their opinion of the employers' sexual harassment proposals. They want the representative to be offered the same protection against dismissal as a works council member. The representative should only handle complaints and not be concerned with resolving them.

In the autumn Horecabond FNV publishes a discussion document on working conditions policy for 1991. It makes the case that a number of improvements in terms of positive action have already been incorporated into the recent collective agreements. In 1991 it wants to sharpen up and expand the existing positive action clauses. When women are under-represented in certain kinds of jobs a

preference must be given to women if they are of sufficient ability. Women's access to training should be promoted. The discussion document also argues for leave options whereby paid and unpaid work can be combined, such as six months parental leave on a half-time basis in the period before a child reaches four years of age, with ongoing payment of 50% of salary for the hours taken as leave.

The first meeting of the Joint Committee's child care working party takes place on 12 December. Holvast reports that government subsidy is available for child care under the Child Care Incentive Scheme. In Holvast's opinion completely covering the cost of child care for children from 0 to 12 is too expensive, so the working party's emphasis will be on funding the care of children from 0 to 4 years of age.

2.1.4 1991

On 11 January Mrs. Passchier from the women's secretariat sends the Council a draft sexual harassment grievance procedure which she has produced in consultation with the representatives from the various Veneca companies.
On 14 January Mrs. Van Gils from the Joint Committee secretariat informs the child care working party of a telephone conversation with the Ministry of WVC. They are drawing up the (second) Child Care Incentive Scheme, and the expectation is that there will be funding for employers who make child care arrangements for their employees. On 23 January the child care working party issues a note on child care. They ask the Joint Committee to agree to a survey of the employers to ascertain how much they are prepared to spend annually on a child care place. The Joint Committee does in fact carry this out.

The draft grievance procedure is discussed in meetings at the Joint Committee on 29 January and 19 March. Mrs. Passchier, on behalf of the employees, proposes that ex-employees should also be able to file a complaint up to two years after they have left. Representatives should get the same legal protection as members of the works council. Employers respond to these points in writing. In a letter of 18 March Van Zundert proposes, on behalf of Veneca, that representatives should get the same protection as union branch officials. There is also resistance to the possibility of ex-employees being able to file a complaint up to two years after they have left. The employers point out the possibility that former employees could have dubious motives for filing a complaint and thereby do considerable harm to the "accused". The final discussion of the grievance procedure in the Joint Committee context takes place on 10 June. There is a difference of opinion between the parties to the agreement on the legal protection that is necessary for the representatives. Mrs. Passchier thinks that offering a representative

the same protection as a union branch official, as Van Zundert has proposed, is not enough. She wants representatives to be given the same protection as works council members. Because the parties cannot agree Kooijman suggests setting up a special committee in the Joint Committee. Representatives who find that their work is suffering because they are acting as representatives can complain to this special committee. The committee will be able to make binding pronouncements. Those present agree and Mrs. Passchier will draw up a textual proposal to this effect. The second point is the time-limit for filing complaints. Mrs. Passchier points out the importance of employees being able to file a complaint after they have left. Often considerable time elapses before complainants cross a certain threshold and file a complaint. Van Zundert is afraid of an "after effect" when complaints are filed retrospectively. Kooijman suggest incorporating an additional clarification of the grievance procedure in the collective agreement. Mrs. Passchier will develop this.

During the June 19 meeting of the child care working party it appears that eight out of the 13 Veneca companies have responded to the survey conducted in January. The eight companies are asking for 25 children's places in total, of which the working party then allocates twenty. Because the number of child care places to be allocated is still well below the eighty mentioned in the collective agreement, there is a discussion on whether the amount of subsidy should be increased. It is decided however to keep it the same and to approach the companies again about the possibility of applying. The working party also wants to have a child care regulation. It becomes apparent at the working party meeting on 9 September that none of the employers have taken advantage of the second opportunity to apply for child care. Members of the working party are wondering just how much demand there is on the part of the employees for this form of care and whether employees are sufficiently aware of what it could amount to. The working party decides to get a firm of consultants, Diemen & van Gestel, to carry out a telephone survey on the subject among the employees of three Veneca companies. The working party adopts a child care regulation. This sets out in detail how child care places are to be allocated to employers. Companies can claim a certain number of places. The number is to be fixed in advance and depend on the wagebill. If there subsequently appear to be surplus places these will then be allocated in proportion to the wagebill.

In a letter dated 19 September to Mr.Van Sante, one of the negotiators, Mrs. Brouwer, on behalf of Horecabond FNV's national women's committee (LVC), outlines a number of proposals and points for consideration regarding the new contract catering collective agreement which is due to enter into force on 1 March 1992. She proposes that a concrete plan for positive action is formulated, that consideration should be given to ongoing part-payment of salary during parental leave and that under the anti-discrimination code personal appearance should not be taken into account. On 1 October the

Joint Committee executive discusses the poor response to the child care option. Kooijman opines that women employees often arrange for child care within their own circle. The opening hours of day nurseries would not tie in well with the working times in contract catering. Other obstacles are the high cost of a day nursery and the distances that need to be covered. Kooijman advises the child care working party to take a look at childminding as an option. The executive endorses the child care draft regulation.

Industrie- en Voedingsbond CNV publishes a working conditions policy statement for 1992. The union talks of structural undertakings on child care. It is also thinking of parental leave for the first two years of a child's life, as well as 75% ongoing payment for the statutory parental leave.

The unions table amending proposals at the end of 1991 for the contract catering collective agreement for the period from 1 March 1992 to 1 March 1993. Horecabond FNV is arguing for increased provision for men and women who combine paid work with care in the home. Thus they want maternity leave to be extended from 16 weeks to 18 weeks so that it can commence a maximum of four weeks before the birth. They propose replacing the unpaid care leave from the previous agreement with parental leave on a half-time working basis over a six-month period. Unlike the statutory scheme part-timers can then also take leave on a half-time working basis. The employer would have to carry on paying for half the hours taken as leave. The union also argues for paid special leave for a maximum of ten days a year to care for a sick child, partner or member of the household for whom the employee has an actual responsibility of care, as well as the possibility of unpaid special leave for a maximum of one month a year. The union wants to extend the child care scheme to include the use of childminders as an option. The clauses regarding discrimination should explicitly state that discrimination on the basis of "outward appearance" is not permitted. Horecabond FNV wants a positive action programme to be developed which contains more detailed provisions on recruitment and selection, training and career policy. The development of target figures forms part of the programme.
Industrie- en Voedingsbond CNV proposes that the current arrangement for child care should be evaluated and wants thought to be given to what adjustments and improvements are necessary.

2.1.5 1992

On 14 January Diemen & Van Gestel present the results of the telephone survey of women who work in the contract catering sector on the need for and knowledge of the child care options. It appears from the survey that there are only a few women with small children (6%) working in the sector. Only 9% of this

group of women appear to be well informed about the child care scheme, while 11% say they are dissatisfied with the present (informally arranged) form of care. But 61% of the women with small children would like to make use of child care for a fixed number of hours a week. Of the women employees with no children 35% expect to want to make use of child care in the future when they have children. The costs of the current scheme appear to be an important obstacle for women. The consultants recommend that the employees should be made more aware of the child care scheme. Offering alternative forms of care must also be investigated.

The child care working party decides on 16 January to suggest that the Joint Committee should publish an easy-to-read leaflet on child care for everyone employed in the contract catering sector. This leaflet could also explain about the statutory scheme for parental leave and the possibility of extended unpaid paternity leave. A fresh survey of interest in the child care scheme would be carried out six months after the publication of this leaflet. The working party also recommends that the Joint Committee should appoint a child care contact in each company for all employees. The investigation of alternative forms of child care is not mentioned.

On 17 January Veneca, on behalf of the employers, tables its proposals for the forthcoming collective agreement negotiations. They allude to the undertakings given in the previous agreement on child care and returners. Despite the efforts of both parties undertakings of this kind are not effective and efficient in their view. They conclude that undertakings of this kind must be restricted. The collective bargaining commences on 11 February. During the second bargaining session on 18 February the employees observe that one of the reasons for insufficient use of child care is the lack of good information. They also want to make the scheme materially more attractive. During the third session on 27 February the employees confirm that they are still pressing on with their proposals on anti-discrimination, paternity leave, parental leave and special leave. Both sides agree that the sexual harassment grievance procedure agreed within the Joint Committee should be incorporated in the collective agreement.

The employers wonder why a ban on discrimination regarding outward appearance needs to be included in the agreement - “after all, outward appearance isn’t a job-related criterion, is it”. They think that the Parental Leave legislation already offers sufficient opportunity, and no-one is in favour of giving part-timers the option of taking half their working time as leave. They do not entertain the proposal for ongoing part-payment for hours taken as leave. They agree in principle with special leave being extended to ten days and one month, and that the leave would not only be for looking after children but also for looking after a partner and other persons for whose care the employee has the actual responsibility. It is simply that, as employers, they do not want to carry on paying the employee while

on this form of leave! So far as child care is concerned they believe that the Diemen & van Gestel report shows that this does not need to be offered since employees are quite capable of solving the problems for themselves. In their response the employees stress that "outward appearance" cannot and must not be a relevant job requirement. The parties are in agreement on the extension of paternity leave. Parental leave will be left till later. The employees agree to the employers' proposal for unpaid special leave.

During the fourth bargaining session on 28 February the employers recognise that discrimination on grounds of outward appearance should be banned but, since a smart appearance can be required for certain jobs, they also want the ban to be more narrowly defined. Both parties agree to add this point to the model working conditions agreement in the collective agreement. The employers also propose retaining the current child care scheme and are prepared for new undertakings to be made if this scheme does not appear to be working. The employees then drop their proposal for part-paid parental leave on a half-time basis. They go along with the option of unpaid special leave for one month and ten days in total. They agree to the current child care scheme being retained but want this associated with further elaboration of the childminder option. The parties have reached agreement.

On 29 June the child care working party approves the text for an issue of "Vakraadgevingen", the Joint Committee bulletin, which will inform employees of the opportunities for child care, parental and paternity leave. This is sent out after the meeting. The working party is talking to the Hop Marjanneke organisation about the possibility of delegating the child care arrangements to them. Because the facilities they offer are only open during office hours (8.00 to 18.00) the question arises of child care arrangements for contract catering employees who work day and night shifts. The secretariat will investigate what opportunities there are for employees to opt for (supplementary) care in childminder families. On 18 August the child care working party again discusses the possibility of delegating child care arrangements to Hop Marjanneke. It decides to offer the use of childminder care, which on average costs much less. Employees would have to pay according to the rates in the Ministry (WVC) table, while employers would pay a fixed amount of f2.- an hour. The additional cost would be paid out of the child care fund. If employees prefer to use a day nursery they get a subsidy from employers which is no greater than the maximum amount it would cost the employer for use of a childminder, namely f4000.- per annum. The Joint Committee will enter into an agreement with Hop Marjanneke on this basis. Around 19 August the Joint Committee sends out a copy of its bulletin informing employees about the sexual harassment grievance procedure. On 2 September members of the child care working party talk with Hop Marjanneke about arrangements for child care by childminding families being made through this organisation. On 16 September the National Women's Committee (LVC), in the context of framing

the 1993 working conditions policy for Horecabond FNV, issues a statement on how they would like to improve the position of women employees. They call for the child care scheme also to apply to children over four years of age, and for parental leave and special leave to be paid rather than unpaid.

In the autumn both unions publish working conditions policy statements for 1993. Horecabond FNV announces that it wants to carry on with the positive action policy next year. Its statement talks about expanding schemes for child care and special leave. It also talks about six months parental leave on a half-time basis, with 50% of the wage being paid for the hours taken as leave. Industrie- en Voedingsbond CNV talks about structural undertakings on child care, parental leave and the right to return to the same job or a job at the same level after returning, and the possibility of seven days special leave a year, with the first day being paid in full and the other six days being paid in part.
The scheme for child care of children up to and including four years of age by childminders becomes operational on 1 November. Hop Marjanneke administers the applications, collects the government subsidy and employer's contribution, and refunds the employees.

2.1.6 1993

The start of 1993 sees the publication of the leaflet initiated by the returner working party entitled "De contract catering branche: werk dat vrouwen aanspreekt" (The contract catering sector: work that appeals to women). It has been a very hard job getting it off the ground; at the end of the previous year all the leaflets had to be reprinted at the last moment because employers objected to the photographs that were used. Its message is that the contract catering collective agreement addresses women's needs by including a child care scheme for children under four, giving the option of taking six months unpaid leave after the birth of a child, plus the option of taking unpaid leave for up to a month to care for a sick relative whom the employee is responsible for. The leaflet is to be distributed through job centres. Negotiations on the collective agreement are due to take place in the spring again. On 20 January Horecabond FNV sends Veneca its amending proposals. The union makes the case for giving the employee the right to six months parental leave on a half-time basis, with ongoing payment of 50% of salary for the hours taken as leave. Unlike the statutory scheme this parental leave is to be (part) paid and can also be taken by part-timers. So far as child care is concerned, the union suggests that the scheme should be expanded from 80 to 150 places with childminders and the age-limit raised from 4 to 12. Special leave for the illness of a child, partner or member of the household should also apply to illness of one of the parents. Ten days maximum of special leave should be paid. The union also argues for paternity leave when the partner gives birth to be extended from three to five days. With regard to positive action the union wants to commit the employer to develop and implement a policy aimed at a

fair representation of women and members of ethnic minorities at every level of the enterprise. In consultation with the works council a plan of approach must be drawn up with deadlines and targetted results. Industrie- en Voedingsbond CNV sends in its proposed amendments on 25 January. These include securing undertakings that no parents who take parental leave will suffer adverse consequences in social security terms. The union also wants to exchange thoughts on adjusting the child care arrangement. It is not clear what kind of adjustments they have in mind.

On 3 February the Joint Committee accepts a new child care regulation for contract catering. It is entirely geared to child care by childminders, which is theoretically possible for 24 hours a day and seven days a week. On 10 February it becomes apparent at the child care working party that not a single child has been placed with a childminder family to date, although four employees have applied in the interim and the employers concerned have agreed the applications.

Veneca, for the employers, responds to Horecabond FNV's proposals in a letter of 9 February. In their view a number of the union proposals are unworkable. They therefore want urgent adjustment of the child care scheme. The employer contribution must be drastically reduced, and limits need to be set to the contribution from the child care fund.

On 11 February the Horecabond FNV's National Women's Committee sends an urgent appeal to the union executive to make women's employment a union priority. The three-year government grant for an equality policy officer is due to run out as of 1 April and the members of the national women's committee are wondering how this work can continue without professional support.

There are no equal opportunities items on the agenda of the first two collective bargaining sessions on 16 February and 1 March. Early in March Veneca tables new proposals for the employers based on those of 9 February. So far as child care is concerned they propose scrapping the employers' contribution altogether and retaining the employee contribution at the rate in the WVC table. The topping-up costs would then have to come from the child care fund. Horecabond FNV responds in March with new proposals. It is persisting with the proposal to increase the number of child care places with childminders from 80 to 150 and to raise the age-limit from 4 to 12. They go along with a parental contribution according to the WVC table but the employer contribution can come down from f2.- to f1.- an hour. The employees reframe this proposal during the third bargaining session on 16 March. Once the employers learn of the unions' whole bargaining package they break off the talks.

On 29 March Toxopeus, on behalf of Industrie- en Voedingsbond CNV, sends a letter to Van Zundert, the secretary of Veneca. He says that important proposals have not yet been discussed and also alludes to the adjustment of the child care scheme in particular. He proposes resuming the negotiations on 2 April. Van Zundert replies on Veneca's behalf on 1 April. The employers had broken off the talks because they felt the proposals had not allowed for the difficult economic circumstances in the sector. Before they had suspended the negotiations the employers had asked the unions to revise their proposals. On 6 April Van Zundert reports that the employers are prepared to resume negotiations on 19 April.

During the fourth bargaining session on 6 May Van Sante repeats the proposal to increase the number of child care places to 150 and raise the age-limit from 4 to 12. Employees would contibute according to the WVC table and the employer contribution could come down from f2.- to f1- per hour of child care. Van Sante confirms that the contribution of 0.1% from the wagebill for child care can stay in place. The employees adjourn and come back with fresh proposals. This time they propose that the employer contribution of f1.- for each hour of child care can be dropped but that the parental contribution based on the WVC table stays in. The other costs will then be funded out of the 0.1% of the wagebill reserved for child care. Children's places would be allocated on the basis of the funds available and according to the order in which the application was received. At the same time the employees withdraw their proposal to increase the number of places to 150 but keep in the raising of the age-limit to 12. The employers concur with this proposal. The union proposals for (part) paid parental leave for half the hours worked, paid special leave and elaboration of the positive action scheme disappear from the agenda for this set of negotiations. On 13 May both parties reach agreement. They agree inter alia that child care will continue to be supplied through childminder families, the age-limit will go up to 12, the parental contribution will be according to the WVC table, and the only contribution employers will make is the 0.1% of the wagebill that goes to the child care fund. Each firm will be set an annual budget for the amount it can spend from the fund and employees can receive a contribution from this to their child care. Receipt of the contribution will depend on the order in which it was applied for and no further contribution will be possible once the fund is exhausted.

On 28 April there is an evaluation within Horecabond FNV of the positive action project carried out from 1990 up to and including 1993. Mrs. Brouwer's appointment as equality officer has come to an end in the interim.

At the meeting of the contract catering collective agreement committee on 26 September two researchers report on a survey conducted among FNV and CNV members regarding the schemes for child care, parental leave and special leave. They have only received ten responses. Members are reasonably well aware of the child care option but they make limited use of it. They are also reasonably aware of the unpaid parental leave but it is too expensive for many employees. Special leave is relatively less well known, but is also too expensive since it is unpaid.

In the autumn Horecabond FNV formulates its basic policy points for the 1994 collective bargaining. These include the redistribution of work. The union is calling for a wider range of leave options in order to achieve better combinations of paid and unpaid work (such as special leave, care leave, and parental leave). Industrie- en Voedingsbond CNV issues a working conditions policy statement. The union wants to expand the number of child care facilities. It also mentions care leave, parental leave and a right to return to the same job or one at the same level.

2.1.7 1994

On 26 January Van Sante, on behalf of Horecabond FNV, sends Veneca the proposed changes to the new 1994-1995 contract catering collective agreement. He says that the Labour Foundation ("Stichting van de Arbeid") agreement "A new course" (Een nieuwe koers") must form the foundation for the new negotiations. The emphasis in the proposals is therefore on making undertakings to promote employment in combination with wage restraint. The proposals are also concerned with finding ways of combining paid work with caring tasks. The union calls for the introduction of parental leave on a half-time basis, with the employee able to claim 50% payment for the hours taken as leave. It also calls for payment for the first two days of the special leave permitted under the current collective agreement. The paternity leave when a partner gives birth should be extended from three to five days. A woman worker must be entitled to go back to the same job after maternity leave, including when she would be working fewer hours.

On 31 January Toxopeus send Veneca the amending proposals for the forthcoming collective agreement on behalf of Industrie- en Voedingsbond CNV. He also alludes to the Labour Foundation agreement. His union, too, is submitting proposals on parental care: the employee must be able to take parental leave on a half-time basis. Employees can request ongoing payment of the pension premium. There is no mention of part-payment for the hours taken as leave. The union wants women employees to be entitled to return to the same job after maternity leave, even if they want to come back to work part-time.

On 1 March Hop Marjanneke gives a breakdown of the number of children who have been placed with childminders and the number of applications. Twelve children have been placed, thirteen applications are still being processed, and seven places have been reserved.

The subject of positive action does not come up during the first four rounds of collective bargaining on the contract catering agreement. During the fifth round on 21 March the employers reject the proposal that the first two days of special leave should be paid. They suggest that when special leave is required employees ought to make use of their "ADV" (Arbeidsduurverkorting), i.e. reduced working time, days or annual leave days. They also turn down the proposal that a woman employee should be entitled to return to the same job after maternity leave, including when she would be working fewer hours. Employees subsequently withdraw the proposal for (part) paid parental leave on a half-time basis. They amend their proposal for payment for the first two days of special leave by restricting this entitlement to only once a year. They ask the employers to publicise the scheme more widely as a matter of urgency. The right to return to the same job after maternity leave should be incorporated into a study of the possibilities of a right to work part-time. Later on in this round the unions also withdraw their proposal that the first two days of special leave should be paid. The parties reach agreement. The main terms are that during the contractual period 0.1% of the wagebill will be appropriated for the child care fund. The parties will have further talks on whether more publicity should be given to the scheme for child care and special leave. They will also undertake research into the possibilities of an employee having the right to do his or her job on a part-time basis, irrespective of the job or the level of the job in question. The same research will also look into the possibilities of giving a woman employee the right to return to the same job, either full-time or part-time, after her maternity leave.

Mrs. Passchier discusses the evaluation of the anti-sexual harassment regulation at the Joint Committee executive on 25 October. This evaluation shows that there are in fact complaints of sexual harassment. Most of these are directed at more senior staff or people in the employ of the client. Most of the complaints have been dealt with informally. The executive agrees to her recommendation that the companies should be sent more information on the subject.

2.1.8 1995

At a meeting of the Joint Committee executive on 13 January its secretary, Mrs. Van der Werf, gives an update on the latest child care figures. There are currently 65 child care placements. There seems to have been a considerable upsurge in the demand for child care, so much so that various people cannot be given any financial assistance because they are still on the waiting list.

In October the Joint Committee distributes an issue of its bulletin on the subject of child care and special leave. This seems to stem from the undertaking in the collective agreement to do more to publicise these two provisions.

In the autumn the unions again publish their policy statements on working conditions. Horecabond FNV mentions various undertakings on the redistribution of work, such as giving employees in a full-time job the right to work part-time. For those who have to combine work with care tasks the union is thinking in terms of paid parental leave and the right to work part-time on a temporary basis and then to return to a full-time job. Industrie- en Voedingsbond CNV is also talking of a right to work part-time and mentions extending the options for care leave and childcare.

2.1.9 1996

Negotiations for a contract catering collective agreement are due to take place again in the spring of 1996. On 7 February Van Sante sends off the Horecabond FNV's amending proposals. These include various proposals for combining paid work with care, including a detailed undertaking on the option of parents and carers taking six months parental leave on a half-time basis, with payment for half the number of hours taken as leave. They also again call for the first two days of special leave to be paid. Increasing the partner's paternity leave from three to five days is back on the agenda as well. At the same time they repeat their proposal that a woman employee should be entitled to go back to the same job, be it full-time or part-time, on her return from maternity leave. In order to keep pace with the rising costs of child care, among other reasons, employers should also be asked to increase their contribution to the child care fund.

Toxopeus sends in her proposals for the forthcoming negotiations on behalf of Industrie- en Voedingsbond CNV on 8 February. These make no mention of such topics as child care, special leave, etc., but do recall the proposals for research into the right to part-time working, and the union now proposes that consideration of this should be made a priority. Unie BHLP has also recently become a party to the collective bargaining, and Mrs. Schippers sends in their proposed changes to the agreement on 8 February. These include payment of the first five days of special leave as set out in the agreement. There are three bargaining sessions in total. The parties have great difficulty in reaching an agreement and decide to extend the current agreement to the beginning of 1997. The undertakings on child care, paternity leave, special leave and parental leave stay the same.

3. Influence analysis

This chapter analyses the influence which shaped the different equal opportunities provisions in the collective agreement for contract catering. In the previous chapter, which described the realization of all the provisions in the agreement which rank as positive action, a conscious choice was made to contextualise the preparation, negotiation and implementation of all the component parts, thus clearly showing what the bargaining parties themselves considered to be positive action measures. By not separating out the material at that stage, is prevented that useful information about the context has been lost sight of.

In this chapter we will be selecting the provisions that are of most relevance to the case study. In this we will be linking up with the Dutch report for Stage 2 of the Collective Bargaining and Equal Opportunities study project, which singled out a number of topics which we can regard as important in the Dutch context. These fall into the following categories:

* combination of work and family
* sexual segregation
* work-time
* wage discrimination
* .organisation culture[10] .

An important factor in the Netherlands for the combination of work and family life is the availability of good child care facilities. In the Stage 2 report of this study we said that we considered a collective agreement to be progressive in terms of child care if it offered child care up to the age of 12 for the children of both male and female employees and if the maximum contribution they pay for it accords with the standard rate in the table drawn up by the Ministry of Welfare, Public Health and Sport (the WVS table)[11]. It was for this reason that the contract catering collective agreement, which, in Article X. 4, has a provision to this effect, was chosen in Stage 2 of the study, as one of the 23 collective agreements with progressive - i.e. “good” - provisions. This obviously qualifies it for an influence analysis of the process which brought the child care provisions about. The agreement also contains a number of provisions which, while they may not directly comply with the selection criteria we used for Stage 2, we can nevertheless consider to be favourable in terms of equal opportunities. For example, this collective agreement provides for the option of taking unpaid care leave for the entire work-time for

10 See Bercusson, 1996:9.

11 See Dutch Stage 2 report: 20.

a maximum of six months (Article X, 3). This is a provision which goes further than the statutory entitlement to unpaid parental leave since this obliges the employee to carry on working at least twenty hours a week[12]. This too, like the child care measure, can be regarded as promoting the combination of work and family life. The agreement also contains provisions on the prevention and combating of sexual harassment (Article X,2). These concern appointing representatives in the individual firms, and having a central representative on sexual harassment and a grievance procedure. These measures can make the organisation culture more accessible for women. There are also provisions to promote the position of women in the sector (Article X, 6 and X, 7). These concern paying greater attention to women in recruitment and selection. A similar measure pays attention to sexual segregation within labour organisations. The influence analysis will likewise consider the measures for care leave, sexual harassment and improving the position of women. Since the collective agreement contains no equal opportunities provisions in terms of the hours worked (right to part-time working, part-time working incentives) or equal pay (research into job evaluation systems) these topics will not reappear in the rest of this study.

The rest of this chapter will be taken up with brief reviews of the bargaining process and the (part) decisions that were taken in respect of each of the four chosen topics. Tables will show how the standpoints of the various actors progressed over time. We will then briefly describe the bargaining process and say how much influence the different actors had on the result. We will be using a five-point scale ranging from *no* influence, a *small* influence, *some* influence, *large* influence to *very large* influence. We will briefly summarise the conclusions of the influence analysis at the end of the chapter.

3.1 Child care

Since the 1993 negotiations the contract catering collective agreement has included the provision (Article X, 4) that employees can apply to the employer for child care up to the age of 12. The employers must pay a contribution for this in accordance with the WVS table. The other costs will be paid for out of a child care fund for which employers and employees set aside 0.1% of the wagebill. The scheme is for children to be cared for in childminder families. If employees want to use a day nursery they receive an allowance equivalent to the amount for a childminder. This is not the first undertaking that employers and employees have made on child care. The subject was first raised during the collective bargaining for the contract catering agreement in 1990.

12 Parental Leave Act, 1991.

3.1.1 A child care fund

The first decision we will examine is the undertaking in the 1990-1992 collective agreement that employers and employees would reserve 0.1% of the wagebill for child care. This undertaking was implemented in later collective agreements in the form of an actual child care fund. A number of different standpoints were apparent during the process of arriving at this collective agreement:

A It is desirable that the parties to the agreement should give undertakings on child care

B The parties ought to give concrete undertakings on child care, including setting up a child care fund

C The parties will reserve 0.1% of the wagebill for a child care fund

D The parties will make 80 child care places available.

Table 1 Actors and their standpoint on child care

	t1	t2	t3	t4	t5	t6	t7	t8
Veneca	-	-	-	D	D	D	D	CD
Horecabond FNV	A	A	B	B	BC	BC	BC	CD
Industrie- en Voedingsbond CNV	-	A	B	B	BC	BC	BC	CD

t1 = spring 1988 (working conditions policy statement)

t2 = autumn 1989 (working conditions policy statement)

t3 = January 1990 (employee proposals)

t4 = first bargaining round 1990

t5 = second bargaining round 1990

t6 = third bargaining round 1990

t7 = fourth bargaining round 1990

t8 = fifth (and final) bargaining round 1990

The subject of child care was introduced jointly into the negotiations by Horecabond FBV and Industrie- en Voedingsbond CNV, both of whom had let it be known earlier that they considered it desirable to create child care facilities. The unions made a concrete proposal to this effect, whereby the employer would offer child care during working hours for children aged from six weeks to twelve. The employer would pay the costs out of a child care fund that was to be set up and the most they would ask of parents would be a contribution according to the rates laid down by government. The employers' response during the first bargaining round was to propose that eighty to a hundred child care places should be made available centrally. During the second round the employees proposed that 0.1% of the wagebill should be set aside for a child care fund. After both parties had reiterated their standpoint a number of times agreement was reached at the fifth session: the employers would make 80 child care places available on the basis of 0.1% of the wagebill. Parents would pay a contribution according to the WVS table. Research would be carried out into the type of facility and the extent of the demand.

What is striking about these discussions is that no-one had a negative standpoint on child care. The parties either had no standpoint at all on the subject or they were in favour of child care and putting forward more or less concrete proposals on how to achieve it. There was seemingly a large degree of consensus during these negotiations on the desirability of taking measures to provide child care. The only debate was about how (in more or less concrete terms) it would be implemented. The negotiated outcome was a compromise between the employer and employee proposals. All the bargaining parties

had an influence on the outcome. We can attribute the most influence to the unions. They introduced the subject into the negotiations and made the first concrete textual proposals. Although it is true to say that these did not all appear in the final text of the agreement, the detailed nature of their proposals prompted the employers to come up with concrete counterproposals.

Horecabond FNV had the largest share in formulating the employee proposals. It emerged from talking to various people involved that up until 1992 Industrie- en Voedingsbond CNV had played a fairly passive role at the pre-bargaining stage. That is also apparent from the fact that Horecabond FNV tabled the proposals "also on behalf of the Industrie- en Voedingsbond CNV". On the other hand, the fact that the two unions jointly formulated the proposals lent them added strength in the bargaining process. We therefore attribute Horecabond FNV a *very large* influence and Industrie- en Voedingsbond CNV *some* influence. We can attribute Veneca, the employers' organisation, a *large* influence on the final child care provision. The proposal for 80 child care places may well have been formulated in response to the union proposals but it was included in the final text. Moreover, the employers ensured that a more concrete elaboration of the scheme (type of care, age-limit, times) was omitted and replaced with research into how the scheme should be implemented.

The size of the child care fund remained unchanged during subsequent collective bargaining. Although the employers proposed limiting disbursements from the fund as much as possible during the 1993 negotiations, they let this drop when it became apparent they need not make any contribution themselves other than the percentage of the wagebill. Horecabond FNV did suggest raising the contribution to the fund as an item for the 1996 negotiations but extension of the 1994-1996 agreement meant that it no longer appeared on the bargaining agenda.

We will not be returning to the decision on the number of places to be created. Our main reason for doing so is that allusion to the number of child care places during later bargaining rounds was not reflected in the text of the collective agreement. The limits to provision have always been determined by the size of the child care fund and when there was a switch to childminders rather than day nurseries it was possible to have more places for the same amount.

3.1.2 Child care by childminders

The 1993-1994 collective agreement states that child care will be provided by childminders. Parents pay a contribution according to the WVS table and the rest of the cost will come out of the child care fund into which employers and employees pay 0.1% of the wagebill. Employees who prefer to use a day nursery will be reimbursed by no more than they would have received for childminder care. When the child care fund is used up no further reimbursement is possible.

The choice of childminding was arrived at in the contract catering Joint Committee's child care working party at the pre-bargaining stage in 1992 and 1993. The various parties adopted the following standpoints:

A Parties must limit the offer of child care as much as possible

B Parties only offer care in day nurseries

C Parties must research alternative forms of care such as childminders

D Parties must offer care by childminders as well as in day nurseries

E Parties only offer care by childminders

Table 2: Actors and their standpoint on childminders

	t1	t2	t3	t4	t5	t6	t7	t8	t9	t10
Veneca	B	B	B	A	A	C	C	C	C	E
Horeca-bond FNV	B	B	B	D	D	C	C	C	E	E
Industrie & Voedings bond CNV	B	B	B	C	C	C	C	C	C	E
Childcare working party	-	B	B	B	B	C	C	E	E	E
Contract catering Joint Ct.	-	-	C	C	C	C	C	C	C	E

t1 = last bargaining round 1990

t2 = spring 1991 (child care working party)

t3 = October 1991 (Joint Committee)

t4 = December 1991 (bargaining proposals)

t5 = third bargaining round 1992

t6 = fourth (and final) bargaining round 1992

t7 = June 1992 (child care working party)

t8 = August 1992 (child care working party)

t9 = January 1993 (bargaining proposals)

t10 = fifth (and final) bargaining round 1993

The decision to switch from child care in day nurseries to care by childminders was largely taken within the contract catering child care working party composed of both employer and employee representatives. This working party originated from the undertakings made during the bargaining for 1990. Although not stated explicitly it had been assumed from the outset that child care would take the form of day nursery places. In the spring of 1991 the working party conducted a telephone survey among the various companies to establish the level of interest in child care. It became apparent in the autumn that the interest expressed within the firms had been less than anticipated. At the Joint Committee on 1 October Mr. Kooijman from Van Hecke suggested investigating the possibility of using childminders. He thought the opening hours of day nurseries would not tie in with contract catering working hours, the cost would be relatively high and too much travel would be involved. When in late 1991 the unions tabled their amending proposals for the forthcoming collective bargaining Horecabond FNV argued that the child care scheme should be expanded to include childminding. Industrie- en Voedingsbond CNV wanted to look at what adjustments and improvements were needed in the current scheme, but made no explicit reference to childminding. Veneca said nothing about childminding, but simply stated that they wanted to limit undertakings on child care as much as possible.

The collective bargaining began on 11 January 1991. The employers again repeated their standpoint during the third round of bargaining, saying that it was not necessary to offer child care since research showed employees were quite capable of finding a solution to the problem themselves. During the fourth round the employers showed themselves prepared to carry on with the current child care scheme. The employees then agreed to this plus the undertaking that the option of using childminders would be looked at in more detail. In June 1992 it emerged that the childcare working party was talking to Hop Marjanneke about delegating child care to their organisation. However the day nurseries they offered were only open between 8am and 6pm and this fitted in badly with the working hours in contract catering. The working party decided to investigate the possibilities of supplementing this form of care with childminders, then in August they settled on solely offering care by childminders, which theoretically is possible 24 hours a day and seven days a week. Hop Marjanneke would co-ordinate the allocation of places. In their amending proposals for the 1993 negotiations Horecabond FNV called for the provisions in the agreement on child care to state that this would take the form of childminding.

Industrie- en Voedingsbond CNV also called for the scheme to be amended but did not state explicitly what kind of amendment they meant. On the final day of bargaining the parties agreed to a scheme which established that the parties offered childminder care only. Employees pay a contribution according to the WVS table. If they want to use a day nursery they will be reimbursed by no more than they would have received for childminder care.

The final provisions are clearly a compromise between the different parties' wishes. Horecabond FNV was originally calling for care to be offered both through day nurseries and childminders while Veneca was seeking to limit the cost of child care as much as possible. By only offering childminding the parties could offer more places for the same budget. Employees could still make use of a day nursery but only get reimbursed with the amount they would have been allowed for a childminder. At first sight it would appear obvious that the most influence is attributable to Industrie- en Voedingsbond CNV since this union's middle-of-the-road standpoint was always the closest to the end result. This would be incorrect since they did not have a representative over this period on the child care working party, which was where the scheme was largely developed. Horecabond FNV and Veneca certainly both exercised a very large influence within this working party but balanced one another out with their more opposing standpoints. It was an employer who first floated the possibility of investigating childminding in the contract catering Joint Committee. However Veneca, as the employers' organisation, failed to adopt the idea in their proposed changes. It was in fact Horecabond FNV that picked it up and called for it to be included in the bargaining proposals alongside care in day nurseries - a solution which left the employees considerable freedom of choice but which appeared to the employers to be too expensive since the price of a day nursery would then determine the norm. By deciding only to offer childminder care the contribution per employee could be brought down considerably. We can thus attribute a *large* influence to both Horecabond FNV and Veneca on the decision only to offer childminding, while Industrie- en Voedingsbond CNV can be said to have exercised a *small* influence.

3.1.3 Care for children up to the age of twelve

In the 1993-1994 collective agreement the age-limit for child care was set at twelve. That means providing day care for pre-school children (aged 0 to 4) and pre- and after-school care for primary school children (aged 5 to 12). This marks the conclusion of a debate which had been running since the first mention of child care in the proposals. During the bargaining in 1990 Horecabond FNV and Industrie- en Voedingsbond CNV tabled the proposal to offer child care for children up to the age of

twelve. However the age-limit was left open in the final text of the collective agreement. The Joint Committee's child care working party consisting of representatives from both sides was asked to work up the scheme. At its first meeting in December 1990 the working party decided provisionally to concentrate on children up to the age of four.

The question of the age-limit for child care was not explicitly raised as such during the 1992 bargaining. The parties decided to continue with the child care provision as it stood and to investigate the possibility of using childminders. In the summer and autumn of 1992 the child care working party held discussions with Hop Marjanneke on contracting the child care scheme out to this organisation, and having consulted them decided to change to childminder care. The childminder scheme came into operation on 1 November 1992 and applied to children up to and including four years of age.

In January 1991 the unions drew up their amending proposals for the 1993 collective agreement. At the request of its national women's committee Horecabond FNV proposed that the age-limit should be raised from 4 to 12, that there should be a switch to childminding and that the number of places should be increased from 80 to 150. Industrie- en Voedingsbond CNV also argued that the scheme should be amended but omitted to spell out what form these amendments should take. Veneca, for the employers, wanted to scrap the employer contribution and limit the contribution from the child care fund but said nothing about the age-limit. The notion of a separate employer contribution was in fact scrapped in the course of the negotiations, but the employers were consequently prepared to continue with the contribution of 0.1% of the wagebill for the child care fund. Horecabond FNV then withdrew the proposal to increase the number of child care places but maintained their position on raising the age-limit. Since the parties had decided in the meantime to opt for childminding it would be possible to have more places for the same budget. This then meant that there were no financial consequences attached to raising the age-limit so it was readily agreed to do so.

Here *very large* influence is attributable to Horecabond FNV. By including it in their amending proposals for 1990 and 1993 they got the subject on the agenda on two occasions. The 1990 proposals were formulated on behalf of the Industrie- en Voedingsbond CNV as well, but in the period before 1992 the CNV union played a fairly passive role at the pre-bargaining stage. Nor did they return to the subject in the amending proposals which they formulated on their own after 1992. During the 1992 bargaining Horecabond FNV was therefore the only one to call for the age-limit to be raised to twelve. The other parties agreed to this because it was clear that raising the age-limit would not incur any additional costs. It was no great sacrifice to give in on this point. Here we can attribute a *small* influence to both Veneca on the part of the employers and Industrie- en Voedingsbond CNV.

The final scheme to provide care by childminders for children from 0 to 12 has proved a success. The demand for places with childminders has risen steadily over the years and currently exceeds supply. In 1996 138 employees received payments from the child care fund for stays with childminding families for an average of three days a week.

3.2 Parental leave

The contract catering collective agreement contains the provision that employees can take unpaid leave for an unbroken period of up to six months to care for a child up to the age of four. This form of leave is to be taken for the entire work-time. The employers will continue to pay the pension premium provided the employee carries on working for the company for at least six months after the leave has ended. This provision was agreed during the collective bargaining in 1990. Although Horecabond FNV and Industrie-en Voedingsbond CNV thereafter persistently tabled proposals for a scheme of (part) paid parental leave, the provision has remained the same since 1990. During the process of arriving at the provision the parties adopted the following standpoints:

A No six months' unpaid leave because of the pension break and the risks to social security

B No six months' unpaid leave because of the risks to social security

C One month's unpaid leave

D Six months' unpaid leave

E One to six months' unpaid leave with the employer continuing to pay the pension premium

F One to six months' unpaid leave with continued payment of the pension premium and information about the social security risks.

Table 3: Actors and their standpoint on parental leave

	t1	t2	t3	t4	t5	t6	t7
Veneca	-	D	D	E	E	F	F
Horecabond FNV	-	-	A	B	C	F	F
Industrie- en Voedingsbond CNV	-	-	A	B	C	F	F

t1 = January 1990 (employer proposals)

t2 = first bargaining round 1990 (employer proposals)

t3 = second bargaining round 1990

t4 = third bargaining round 1990

t5 = fourth bargaining round 1990

t6 = fifth bargaining round 1990

t7 = sixth (and final) bargaining round 1990

The bargaining outcome is a clear compromise between the employers' and employees' wishes. During the first bargaining session Veneca, for the employers, tabled the proposal for six months' unpaid leave to care for a child. Horecabond FNV and Industrie- en Voedingsbond CNV were not terribly enthusiastic in their response at the next session; they felt that employees would lose their pension rights and claims on social security (such as sickness benefit) if they took time off work completely. The employers gradually managed to get round these objections. During the third round they proposed covering the cost of the pension break themselves and in the fifth round they agreed to supply sufficient information about the social security risks. The employees had already agreed to one month's leave at the fourth session because social security would not be at risk. At the fifth session both sides agreed to a provision permitting parental leave for no less than one month and no more than six months. Employers pay for the pension break and furnish information about the social security risks. Employees who find these risks too great can thus restrict their leave to just one month.

The initiative for a provision on this subject came from the employers to whom we therefore attribute a *very large* influence. However Veneca's proposal was not very well developed. The unions then ensured that employers would pay for the pension break during time off and supply information on the social security risks. Moreover, employees who find these risks too great can also opt to take just one month's leave. Because of these adjustments we can say that Horecabond FNV and Industrie- en Voedingsbond CNV together exercised a *large* influence. They also both regularly proposed that part of the parental leave should be paid, but had to keep on withdrawing these proposals during the

bargaining process since the employers felt the high costs put such a scheme out of bounds. It is not known how many people a year avail themselves of the current scheme[13].

3.3 Sexual harassment

Since 1993 the contract catering collective agreement has included a grievance procedure for preventing and combating sexual harassment. Under this procedure the employer is committed to a policy of preventing and combating sexual harassment. The employer appoints a representative on sexual harassment with the approval of the works council. This representative acts as the first point of call for employees who have been subjected to unacceptable behaviour, can carry out an investigation where necessary, and help to file a complaint. The employer also sets up a grievance committee in consultation with the works council to deal with any complaints. The grievance procedure was developed by Mrs. Passchier, the central representative for contract catering, in consultation with the representatives from the various Veneca companies. The subject of sexual harassment was already on the agenda in 1988 when collective bargaining on the contract catering agreement first began.

3.3.1 A provision on sexual harassment

The first part-decision we are going to examine is the decision to include an undertaking on sexual harassment in the collective agreement. This undertaking dates back to the first bargaining sessions on a collective agreement for contract catering in 1988, and formed the basis for further elaboration of the procedure in later years.

The preparatory talks for the first collective agreement for contract catering took place in late 1987 and early 1988. None of the bargaining parties mentioned topics of an equal opportunities nature. In February 1988 Veneca, acting for the employers, put forward the first proposals for a provision in the agreement relating to the prevention of sexual harassment. During the first day of bargaining Van Zundert tabled a textual proposal, on behalf of Veneca, stating that the parties recognised the right of every employee to respect for their personal lifestyle. There should be sanctions for anyone guilty of sexual harassment. Horecabond FNV and Voedingsbond FNV responded on 17 March with additional

[13] The contract catering Joint Committee keeps no record of the takeup of the unpaid parental leave scheme.

textual proposals whereby employers would be obliged to follow a policy of preventing unacceptable forms of behaviour. Employees who had been subjected to behaviour of this kind could report their complaint to a central point. Representatives would be the first point of call for a complaint and offer mediation and support. On 24 March it became apparent that both sides were in agreement as regards including a sexual harassment provision in the collective agreement. The final text contains the provisions proposed by Veneca for the employers, plus a provision on a sexual harassment grievance procedure. This provision states that the employer will appoint a contact/representative to whom complaints can be reported and who can provide assistance and mediation in dealing with them. It is not clear how the discussion on including this provision went.

It is noticeable that neither side expressed a negative attitude to undertakings regarding sexual harassment. Both employers, through Veneca, and employees, through the two FNV unions, made concrete proposals on this subject. The only union not to contribute at all was Industrie- en Voedingsbond CNV. The amending proposals differed in terms of the degree of concreteness of the procedure. Veneca was talking about recognising respect for people's personal lifestyles and introducing sanctions while the FNV unions felt that the employer must also follow a policy of preventing sexual harassment, and mentioned appointing a representative and setting up a grievance procedure and a central reporting point. Thought had already even been given to the legal protection of the representative. The final text of the agreement is based on the employers' proposals plus a provision on the appointment of representatives and the setting up of a central point to which complaints could be reported, i.e. the parties to the agreement.

Given that it was the employers who introduced the subject into the negotiations and that their proposal was adopted without amendment we attribute them a *very large* influence on the incorporation of a sexual harassment provision in the collective agreement. The two FNV unions jointly exercised a *large* influence. Although the eventual undertaking was not as concrete as they had proposed an additional provision was in fact included on appointing representatives and setting up a central reporting point. There was *no* influence here on the part of Industrie- en Voedingsbond CNV who seem to have had no standpoint at all during these negotiations.

3.3.2 A representative and a complaints committee

The grievance procedure relating to the prevention and combating of sexual harassment was adopted during the collective bargaining for 1992. A small discussion group consisting of employers, employees and the central representative had already agreed on the text in June 1991 during talks inside the Joint Committee. The grievance procedure makes a clear distinction between the tasks of the representative and those of the complaints committee whereas the original provision in the 1988 agreement made no such distinction. The following standpoints were apparent when the procedure was being drawn up:

A The representative has the task of providing both assistance and mediation with complaints

B The representative has the task of providing assistance and is empowered to mediate. A complaints committee deals with the complaint.

C The representative provides assistance while a complaints committee deals with the complaint. Mediation is not one of the representative's tasks.

D Mediation with complaints is not one of the representative's tasks.

Table 4: Actors and their standpoint on a complaints committee

	t1	t2	t3	t4	t5	t6	t7	t8	t9	t10
Veneca	A	A	A	A	A	A	A	B	B	B
Horecabond FNV	A	A	A	A	A	A	A	A	A	B
Industrie & Voedingsbond CNV	A	A	A	A	A	A	A	A	A	B
Mrs.Passchier & representatives	-	D	C	C	C	C	B	B	B	B
contract catering Joint Committee	-	-	-	-	-	-	-	-	B	B

t1 = spring 1988 (collective bargaining)

t2 = 5 February 1990 (representatives' discussion group)

t3 = 1 March 1990 (central representative's proposals)

t4 = 18 June 1990 (employer proposals)

t5 = 26 June 1990 (representatives' discussion group)

t6 = 11 January 1991 (proposals from representatives' discussion group)

t7 = 13 February 1991 (amended proposals from representatives' discussion group)

t8 = 18 March 1991 (employer proposals)

t9 = 10 June 1991 (discussion in joint committee)

t10 = spring 1992 (collective bargaining)

During the collective bargaining in 1988 employers and employees reached agreement on the appointment of representatives whose task it was to receive reports of sexual harassment and provide assistance and mediation. It also needs to be said that the Horecabond FNV proposals had already talked of a representative and a grievance procedure but the parties decided to leave the detailing of the scheme to a yet to be appointed central representative. On 27 September the contract catering Joint Committee appointed Mrs. Passchier from the central FNV/Trade Union Federation to the post of central representative. She would develop a grievance procedure in consultation with the representatives in the various firms. Mrs. Passchier's first consultation of the other representatives took place on 5 February 1990. Their discussion group held the view that mediation with complaints ought not to be one of the tasks of the representative.

On 1 March 1990 Mrs. Passchier wrote to the Joint Committee with proposals for the collective bargaining on the agreement. She was of the opinion that the employer or a complaints committee set up by the employer should be able to deal with complaints until such time as there was a formal grievance procedure. On 18 June 1990 the employers tabled their proposals for a grievance procedure at the Joint Committee. They wanted the representative to be responsible for providing both assistance and mediation with complaints. Their proposals came before the representatives' discussion group on 26 June 1988. Those present reiterated that representatives should only be involved in handling the complaints but not in their resolution. On 11 January 1991 Mrs. Passchier dispatched a draft grievance procedure which she had developed in consultation with the representatives on sexual harassment. The procedure talked of both a representative and a complaints committee; the representative would provide

advice and assistance on how to file a complaint while the complaints committee would deal with the complaint. After discussion in the Joint Committee she amended the proposals somewhat in a letter of 13 February; the representative and the complaints committee would still have different tasks but the representative would also be empowered to hold informal talks with those involved by way of mediation. It was apparent from the employers' response on 18 March 1991 that, apart from minor changes to the text, they went along with this definition. At the Joint Committee meeting on 10 June 1991 those present agreed to this definition of tasks and the grievance procedure was ratified during the collective bargaining in 1992.

The final scheme was largely the product of the discussion group which provided a forum for the consultation of the representatives on sexual harassment. Mrs. Passchier, the central representative, and the company representatives stated from the outset that mediation ought not to be one of the representative's tasks. They were the first to put forward the idea of setting up a committee to deal with complaints and this was enshrined in the ultimate grievance procedure. The question is, how can the influence within the representatives' discussion group now be distributed among the parties to the negotiations. The initiative within the discussion group came from the central representative. She was also the person who did the negotiating within the Joint Committee on the final text. Since she is an FNV official we attribute, through her, a *very large* influence to Horecabond FNV. The other representatives were acting on behalf of the various Veneca companies. Moreover, since the representatives' discussion group was in any case acting in accordance with the wishes of the employers who had empowered the company representatives to hold informal talks on mediation, we therefore attribute Veneca a *large* influence. We attribute *no* influence to Industrie- en Voedingsbond CNV. At no time did they make their views known on this subject, nor were they involved in the final discussions within the joint committee. It would appear, though, from an evaluation of the grievance procedure in 1994, that the formal division of tasks between the complaints committee and the representative is not always applied. According to the evaluation the company representatives have since received 34 complaints. The majority of these cases (18) were dealt with informally by the representative and ended up without a complaint coming before the committee. The formal grievance procedure was only used in a small number of cases (8).

3.4 Positive action

The contract catering collective agreement has had a provision on the position of women since the 1990 negotiations. The parties jointly commit themselves to improving the position of women in the sector. They will take specific measures to remove the obstacles facing women, and greater attention will be paid to women in recruitment and selection. The following standpoints were apparent at the pre-bargaining stage:

A Parties want to promote the participation of women in the work process

B Parties should pay greater attention to women in recruitment and selection

C Parties should follow a positive discrimination policy for women

D Parties should operate a positive action policy for a number of years whereby women candidates should be given priority when of sufficient or equal ability

Table 5: Actors and their standpoint on positive discrimination policy

	t1	t2	t3	t4	t5	t6	t7	t8
Veneca	-	-	-	-	-	B	B	B
Horecabond FNV	C	C	D	D	D	D	D	B
Industrie- & Voedingsbond CNV	A	A	D	D	D	D	D	B

t1 = autumn 1988 (working conditions policy statements)

t2 = spring 1989 (Horecabond positive action project)

t3 = January 1990 (employee proposals)

t4 = first bargaining round (employer proposals)

t5 = second bargaining round

t6 = third bargaining round

t7 = fourth bargaining round

t8 = fifth bargaining round

The subject of positive action first appears in Horecabond FNV's five-year working conditions policy statement in 1989. Positive action is to be one of the main aims of the union's policy for the next five years. This would include a policy of positive discrimination for women. Industrie- en Voedingsbond also talks of wanting to promote the participation of women in the work process in its 1989 working conditions policy discussion document but makes no mention of positive action as such.

In the spring of 1989 Horecabond FNV embarked on a "positive action" project. The union planned to set up a national women's committee and bring in a positive discrimination policy for women in recruitment, promotion and training. It tabled its amending proposals for the forthcoming bargaining on the collective agreement jointly on behalf of Industrie- en Voedingsbond CNV in January 1990. The unions proposed the establishment of a long-term positive action policy. Women candidates must be given preference in the event of the proven ability or equivalence of candidates. Reorganisation should not lead to a deterioriation of women's position in the labour market. The employers presented their proposals during the first day of bargaining. These did not mention a positive discrimination policy for women. During the second day the employees pointed out that a long-term positive action policy would help to improve the sector's image. During the third round the employers tabled their proposed wording on positive action which stated that greater attention would be paid "to the category women" in recruitment and selection. During the fourth session they stated that they stuck by their own proposed wording on positive action. At the fifth session both sides agreed to the proposed text on positive action stating that greater attention is paid to women as a category. There is no mention of a positive discrimination policy for women in the event of proven ability or equivalence of candidates.

Two parties played an important role in the realization of the agreement's provision on the position of women. Horecabond FNV had already nominated positive action as one of its main policies in 1988 and consequently put it on the collective bargaining agenda in 1990 by tabling concrete proposals for a policy of positive discrimination in favour of women. Although these radical proposals did not come to fruition they did act as a spur for the employers to produce more moderate proposals on the subject. Horecabond FNV thus exercised a *large* influence on the final result. The employers proposed that greater attention should be paid to women in recruitment and selection. Because this was the formula adopted in the final text we also attribute a *large* influence to Veneca. We only attribute a *small* influence to Industrie- en Voedingsbond CNV. Although the proposals were tabled jointly on their behalf in all probability it was Horecabond FNV that was responsible for framing them.

The fact that the CNV union failed to mention positive discrimination for women in its working conditions policy statement is further proof that this was the case. However, the fact that the subject was raised jointly by both unions helped to strengthen their hand in their dealings with the employers.

Although in 1992 and again in 1993 Horecabond FNV proposed expanding the scheme into a concrete plan for positive action with targets to aim for the provision stayed the same. During these negotiations the employers seemed less prepared to fall in with this kind of proposal. In 1993 they broke off the negotiations because they felt the unions were not making sufficient allowance for the difficult economic circumstances in the sector. Horecabond FNV then withdrew the positive action proposal and did not return to it again.

3.5 Conclusion

In the previous sections influence analysis has been applied to seven of the (part) decisions that were taken in the process of arriving at the equal opportunities provisions in the contract catering collective agreement. These provisions concerned child care, unpaid parental leave, sexual harassment and the position of women. The provisions on parental leave and the position of women were established during the bargaining in 1990, while those concerning sexual harassment (from 1988 to 1992) and child care (from 1990 to 1993) underwent distinct development over the course of different bargaining rounds.

Table 6: Total influence of the different actors

Subject	Veneca	Horecabond FNV	Industrie- en Voedingsbond CNV
child care fund	large	very large	some
childminders	large	large	small
care until 12	small	large	large
parental leave	very large	large	large
sexual harassment	very large	large	none
grievance procedure	large	very large	none
position of women	large	large	small
total influence	large	large/very large	small

If we compare the outcomes of the influence analyses we can see that Horecabond FNV exercised a *large* to *very large* influence on the different decisions, while Veneca, the employers' organisation, exercised a *large* influence. On average the influence exercised by Industrie- en Voedingsbond CNV was only *small*. The influence of the two major parties assumed quite different forms. While Horecabond FNV adopted a radical approach with detailed concrete proposals for child care and positive action, Veneca, for the employers, responded with more moderate and generally formulated proposals which ultimately led to agreement. Horecabond FNV was responsible for the way subjects appeared on the agenda while Veneca endeavoured to entail them with as little central regulation as possible, thus allowing employers the maximum amount of scope to tackle an issue as they saw fit.

In some cases it was a question of time before a scheme could be worked up in detail, as was the case with child care and the sexual harassment grievance procedure. The process of implementation was then delegated to a collaborative grouping of employers' and employees' representatives such as the child care working party and the representatives' discussion group. Other schemes such as those for parental leave and the improvement of the position of women were not worked up any further despite the fact that the unions put forward numerous proposals on how this should be done. The initiative certainly did not always come from Horecabond FNV. Thus it was Veneca who first came forward with proposals for a provision on sexual harassment. Horecabond then made additional proposals for detailing a grievance procedure but the bargaining parties decided to leave its implementation to the future central representative. The idea of six months' unpaid parental leave also came from Veneca.

The result of the influence analysis clearly demonstrates to what a large extent collective bargaining in the Netherlands is aimed at achieving compromise and consensus between the different parties. The influence of the two employee organisations on the one hand is as great as that of the employer organisation on the other. Also, the outcome of the bargaining lies midway between the two sides. If a provision needs to be worked up in more detail that is done in some form of joint working party. It is only when all sides have reached agreement within this framework that the result is enshrined in the collective agreement.

4. Conclusion

In this chapter we will try to account for the findings of the influence analysis in chapter 3. First we shall seek an explanation for how the influence of the different parties varied in terms of subject and timescale. We will then look at how women or women's interests are represented within the organisation, and consider the strategy that is being operated. And next we shall examine to what degree external factors account for the influence analysis outcomes. How much influence was there from the central consultation of employers and employees within consultative bodies such as the Labour Foundation and the Social-Economic Council? How influential was national policy? Was European legislation also an influence? We will sum all this up in the conclusion and make a number of recommendations accordingly.

4.1 Explanation of influence

The influence analysis in the previous chapter attributed the most influence (large to very large) on the equal opportunities provisions in the collective agreement to Horecabond FNV. Veneca, acting for the employers, also exerted a large influence. We attributed a small influence to Industrie- en Voedingsbond CNV. Horecabond FNV had a very large influence on the child care provisions, while Veneca and Horecabond FNV both had a large influence on the scheme for combating sexual harassment. Here the employers had more influence on the *introduction* of a sexual harassment provision while Horecabond FNV exercised more influence on its *elaboration* into a grievance procedure. Veneca had a large influence on the collective agreement undertaking on unpaid parental/care leave, while both parties influenced the undertakings to promote the position of women in the sector. We must emphasise that what we are pronouncing on here is the *degree* of influence. The *direction* taken by Horecabond FNV and Veneca's influence differed. While Horecabond FNV put radical proposals and equal opportunities subjects on the bargaining agenda, Veneca made moderate counter-proposals and tried to give employers as much scope as possible to tackle issues as they saw fit. Moreover Horecabond FNV's initiatives were spread over a longer timescale, while the employers' initiatives came mainly in 1988 and 1990.

These findings largely coincide with the view taken by the interviewees, although on average they were more positive about the influence of Industrie- en Voedingsbond CNV. Up until 1992 this union appears to have played a fairly passive role at the pre-bargaining stage but to have been given a more active input from then on. The fact that the influence analysis covers a large number of decisions from the early period of the contract catering collective agreement could account for the CNV union's relatively low score in the analysis.

Generally speaking the interviewees reckoned that Horecabond FNV was the party which had the most influence on the equal opportunities provisions, although a number of them also spoke of Horecabond FNV and the employers as being equally influential. The employers who were interviewed claimed the initiative for the sexual harassment and unpaid care leave provisions. All parties were agreed that Horecabond FNV had the most influence on the scheme for child care and the elaboration of the sexual harassment procedure. It was also this union which raised the most points on equal opportunities issues. These views accord with the findings of the influence analysis.

4.1.1 Subject

Since this report focuses on the equal opportunities provisions in the contract catering collective agreement it could easily give a distorted picture of the importance of equal opportunities within labour relations as a whole. The improvement of the position of women is a relatively unimportant subject in the bargaining process. The most important items are wage-margins and employment in the sector. The parties will pay more attention to equal opportunities when employment is on the increase and wage-margins are sufficient than when the sector is doing badly. How can the influence of the bargaining parties be explained in the light of their views on the subject of equal opportunities?

For Horecabond FNV all equal opportunities measures appear to be important. From 1989 up to and including 1993 the union was engaged in a "positive action" project. It was in this context that they argued for child care, parental leave and special leave, appointment of a sexual harassment representative and a positive discrimination policy for women. Consideration of these subjects was part of the general policy of the FNV (Trade Union Federation). The FNV women's secretariat publishes an annual scenario for improving the position of women which the unions can use in all their collective bargaining. Horecabond FNV was thus able to put forward detailed bargaining proposals on equal opportunities issues. Because of the high priority attached to equal opportunities measures it was worth risking the cost that might be involved. The employers, in their approach to equal opportunities, were

not so much concerned with the social aspects as with what was in their business interest. Employers in contract catering are keen to take on women returners, since they tend to be of an even temperament and have good customer contact qualities. What is more, they are prepared to work for years in a part-time job. This makes them very suitable for the role of hospitality provider in the contract catering sector, and employers are therefore keen to invest in this group of employees. Veneca, on behalf of the employers, has made a number of proposals over the years aimed at improving the working conditions of women returners. Because these women are often mainly responsible for child care in the family the employers suggested unpaid parental leave. Employees can thus take time off temporarily to care for a child and subsequently return to their workplace. The undertakings on child care were also intended to make it easier for this group to combine going to work with looking after their children. The proposals for combating sexual harassment are also important for employers because of the specific work circumstances in the sector. Their staff work in all kinds of different locations and are frequently dealing with third parties, i.e. the personnel in the institutions or firms where they are working. Needless to say, the employer cannot monitor the culture of the workplace. Sexual harassment problems can therefore remain hidden for a long time, whereas to ensure the quality of the service provided problems precisely need to be speedily resolved. It was for this very reason that the employers were in fact prepared to develop central mechanisms, since they thought this was justified on competitive grounds. No client is going to appreciate having a member of his or her staff being accused of harassing someone, so to prevent that client giving the contract to a competitor all contract catering firms needed to be bound by the same undertakings given centrally.

The readiness of employers to give undertakings on equal opportunities is also connected with image considerations; they very much want to be seen as good employers. There are two important provisos to this, however. Firstly, as a general rule employers want as little central regulation as possible. They only want to create frameworks in the collective agreement which the individual firms can flesh out themselves. Competitive considerations are the only reason important enough to warrant making an exception to the rule. Secondly, equal opportunities measures must not cost too much. This proviso gained in importance as the economic conditions in the sector became less favourable in the course of the Nineties and the employers wanted to keep wage-costs as low as possible. Because measures such as child care and parental leave increase the burden of (occupational) social security the employers wanted to limit the cost of these as much as possible.

4.1.2 Timescale

The readiness of employers to agree to equal opportunities measures has altered over the years. In 1990 the employers were still tabling their own proposals for child care, unpaid care leave and a fund for women returners, but in subsequent bargaining they were saying they wanted to limit the undertakings in this area as much as possible.

Part of the explanation for this lies in the economic developments in the contract catering sector. Although the companies were still making a profit, competition between catering firms rapidly intensified after 1992. The employers talk of a break in the trend. Economic growth in the sector declined and the market for business catering fell back. Employers wanted to target the institutional market of prisons and hospitals, and felt it was important to keep wage-costs as low as possible. The unions also had to adjust their demands to this changed climate. They had to weigh the importance of different material demands one against the other. Higher wages and job retention were prioritised above increased expenditure on child care or payment during parental and special leave. During the bargaining rounds in 1992, 1993 and 1994 the unions kept on withdrawing their proposals for part-paid parental and special leave.

A second explanation appears to lie in the altered importance parties seemed to attach to equal opportunities issues. Thinking in terms of disadvantaged groups in the labour market became increasingly less popular. That was particularly apparent within Horecabond FNV where the positive action project was terminated in 1993. Although its evaluation acknowledged there was still a great deal to be done in this area the post of a female member of staff as equality policy officer was not renewed. The union had decided that its priorities lay elsewhere. This was not simply because material issues loomed larger but there also seems to have been less enthusiasm for non-material undertakings such as, for example, a positive action programme. Horecabond FNV tabled the proposal for a concrete positive action plan in 1993. Employees could have scored on such a point because financially there was little more to be gained. After the employers broke off discussions, however, the point disappeared from the agenda. It subsequently transpired that the employers would have been quite prepared to come up with a more moderate counter-proposal. Horecabond FNV let the subject drop, however, in order to concentrate on more important topics such as wage increases, but they remained intent on raising the age-limit for childcare. The subject of positive action did not surface again in later sessions and it would appear that the fighting spirit has waned somewhat so far as this issue is concerned.

Industrie- en Voedingsbond CNV adopted a more cautious position right from the outset. Although they were quite intent on improving the position of women in the labour market, their proposals to this end were primarily framed in very general terms. The union felt that in worsening economic times the development of employment and maintenance of purchasing power were of more importance than equal opportunities. They therefore argued for measures at neutral cost such as extending the opportunities for (unpaid) leave. One subject that Industrie- en Voedingsbond CNV is particularly hot on is the right to part-time work, and they have already introduced this into the bargaining on various occasions, but so far without any success.

4.1.3 Strategy

The parties applied various strategies during the bargaining process. Horecabond FNV, as a general rule, employed the strategy of aiming high in the bargaining with quite detailed proposals where equal opportunities were concerned. This strategy appeared to work well when it came to getting an item on the agenda, but the detailed formulations were seldom used for the agreement's final text. Veneca, on the other hard, elected to make generally formulated proposals which allowed the employers plenty of scope to flesh out the provision as they saw fit. Employers are certainly well disposed to declarations of intent, but they fight shy of binding undertakings. In most cases the employers' moderate proposals were acceptable to both parties and ended up in the final text that emerged from the bargaining. In some cases both sides agreed that a scheme would be worked up in more detail within the contract catering Joint Committee on which both employers and employees are represented. This consultative body then set up a working party for this purpose, a strategy which appeared to be very successful, and the working party was used to work up the declarations of intent on child care and combatting sexual harassment into concrete schemes and procedures. Although it sometimes took years to establish these in their final form this did make it possible to arrive at enough detail for them to work well in practice. Provisions in the agreement which were not worked up jointly in this way seem to have met with less success. One example is the undertaking to improve the position of women. The provision talks of extra attention being paid to women in recruitment and selection, but it is unclear what form this is supposed to take. Horecabond FNV tried to give this undertaking a more concrete form by putting forward new proposals in 1993 for a positive action plan, but decided to withdraw these again after the collective bargaining was broken off. Making detailed proposals concerning the position of women in the sector seemed not to be the right strategy at the time of a worsening economic situation. The broad base for knocking this undertaking into concrete shape within some kind of joint working party was lacking. The strategies of both employers and employees are obviously linked to the means of influence they can

deploy. The literature contains numerous surveys of means of this kind. Hence Kuypers (1976) singles out, inter alia, wealth, prestige, numbers (of members, employees), proficiency, know-how, loyalty, formal rights and powers, and ideological outlook. Means of this kind can be deployed in decision-making processes. Employer and employee organisations dispose of them in different degrees. It is true to say for example that, on the whole, employers have more financial means and formal powers at their disposal. Employee organisations, on the other hand, dispose of a rank and file of members (Horecabond FNV, however, can rally more members than Industrie- en Voedingsbond CNV), while their affiliation to a trade-union federation gives them access to means such as know-how.

4.2 Influence inside the bargaining parties

It is difficult to say how influence is distributed inside the three negotiating parties. Within the unions the process of preparing the bargaining agenda and approving the bargaining outcomes is a complex one. The union outlines the general policy on working conditions which the members then build on. This policy has been established via members' regional assemblies and meetings of the union executive. The contract catering collective agreement committee and the official(s) work out their pre-bargaining stance together and consider the outcomes in the same way. An advantage of this complex organisational structure is that the points at which decisions are taken are well documented. A disadvantage is that it is difficult to pin-point the precise sources of influence. The decision-making processes within the employer organisations are less complex but also certainly less transparent. The bargaining proposals were drawn up by the managements of the Veneca companies in conjunction with the social affairs committee composed of their heads of personnel. This group spends a number of days in a central location discussing developments in the sector. Following these discussions the negotiators formulate the written proposals. Influence analysis is only applied to the three bargaining parties as a whole, and no distinction is made between the various sections that are active within each organisation.

4.2.1 The influence of women

No women were involved in the bargaining on the five contract catering collective agreements in question. In other words, up until 1996 there were no women acting as negotiators. The first time women took part was in 1996 when the bargaining was joined by two women, one each for Horecabond FNV and the newly entered Unie BHLP. Since it was then decided to extend the existing collective agreement for another year no new undertakings were made on equal opportunities. Thus no women took part in the bargaining which was subjected to an influence analysis.

The interviewees were nevertheless unanimously of the opinion that women did have an influence at the pre-bargaining stage and on the implementation of the bargaining outcomes in the equal opportunities field. Horecabond FNV's influence is said to have been the combined result of interaction between women on the collective agreement committee, officials who themselves felt strongly about women's issues and a woman equality policy officer. Moreover, the national women's committee would have influenced the formulation of the general policy on working conditions, while the women's secretariat of the central FNV were influential by the fact that concrete proposals were formulated using their collective bargaining scenario (FNV women's secretariat, 1991). The women's secretariat was particularly influential because they supplied a central representative who worked up the grievance procedure. The official from Industrie- en Voedingsbond CNV spoke of the role of the women members of the collective agreement committee in similar terms, but did not attribute any influence to the women's secretariat of the CNV central federation. The employers also talked of more indirect influence by women, recounting that the women members of the social affairs committee had an active input into the proposals on equal opportunities issues. The large number of women employees in the sector was also an influential factor, since employers are keen to take on women returners and were certainly prepared to invest in this type of employee when employment was on the increase.

4.3 Central labour relations

During the period when contract catering was achieving its major undertakings on equal opportunities, employers and employees were also aiming at undertakings on this subject at the central level. Thus in 1990 the Labour Foundation was issuing recommendations on the prevention and combating of sexual harassment, while the Social-Economic Council followed this a year later with advice on combating sexual harassment in the workplace. In 1991 the Labour Foundation brought out recommendations on women and work, and on company recruitment and selection policy, while the Social-Economic Council had already published a positive action programme in 1990. It is difficult to establish just how influential these central undertakings proved to be. What is clear is that there was certainly a direct contact between contract catering and the consultative bodies on the subject of sexual harassment, since contract catering's central representative on sexual harassment was involved at the national level in drawing up both the Labour Foundation's recommendation and the Social-Economic Council's advice. She could cite the fact that there was already a central consensus on this subject in order to underline the importance of the issue within contract catering. Furthermore, the fact that the Foundation was drawing up its recommendation on sexual harassment was given by the employers as a motivation for their own bargaining proposals in 1988.

4.4 National government

National government measures had an indirect influence on the realization of equal opportunities provisions in the collective agreements and on the formulation of bargaining proposals. The child care working party, for example, was in direct contact with the Ministry over the preparations for the 1991-1993 second Child Care Incentive Scheme. This was later extended to include 1995 (Peters, 1995). The working party made grateful use of the fact that there was to be a financial contribution to child care facilities from government as well as employers and employees. During the development of the sexual harassment grievance procedure the central representative regularly alluded to that fact that a provision on this subject was to be included in the law on working conditions. This provision would compel employers to operate an anti-sexual harassment policy in the workplace (Metz and others 1996: 61). The law came too late to give a direct lead on the making of collective undertakings, but the fact that it was in preparation was used as a justification.

The government's Positive Action Incentive Scheme, which was in force from 1989 to 1995, also had an indirect influence. This scheme offered employers and umbrella organisations one-off cost payments for concrete positive action measures or for the appointment of a positive action officer (Metz, and others, 1996:61). Acting on the advice of the national FNV's women's secretariat, the Horecabond FNV official whose remit included women's affairs put in an application under the scheme to employ an equality officer. The official did not have enough time to tackle the subject himself and wanted to take on an extra person to do it. The grant was approved and Horecabond FNV had a woman equality policy officer from 1990 to 1993.

4.5 Europe

The archival research and the interviews seem to indicate that developments at the European level had no direct influence on the contract catering collective agreement. Recommendations and codes of practice on equal opportunities matters appeared too late for them to be attributed any direct influence. In March 1992, for example, the European Commission issued a Recommendation on child care, advising member states to encourage initiatives to provide child care arrangements for working parents and parents who are undergoing training or are looking for work and training (92/21/EEC). By that time the Child Care Incentive Scheme had already been in force in the Netherlands for a number of years and the child care scheme within contract catering was well on its way to being fully developed. The same is true of the code of practice for combating sexual harassment in the workplace which was agreed in 1994 and which recommended that employers should take preventive measures and develop procedures to combat harassment (European Commission, 1993). The Labour Foundation and the Social-Economic Council had already brought out their recommendation and advice in 1990 and 1991. By then the contract catering collective agreement already included its own grievance procedure for combating sexual harassment.

4.6 General conclusion

By using intensive process analysis we have sought to determine which actors were influential in achieving equal opportunities provisions in the Dutch collective agreement for contract catering. This has shown that policy is jointly determined by the largest of the employee organisations (large to very large influence) and the employer organisation (large influence), while the smaller employee organisation had a small influence. It is noticeable that other actors, such as the women's movement and various forms of government, exerted no direct influence. The collective bargaining arena does not come under the scrutiny of outsiders and seems to be pretty well impenetrable so far as other actors are concerned. There is no direct influence from outside, what really matters is what those who are directly involved are prepared to put into it.

The employee organisations take the lead when it comes to demands relating to equal opportunities. The success of their efforts depends, firstly, on their chosen strategy. Wishes become reality when the strategy is founded on clear demands combined with a readiness to compromise. This also applies to the implementation stage - the use of joint working groups of employers and employees to establish how provisions are to be put into effect prevents initiatives simply remaining good intentions. Secondly, union influence depends on the means of influence at their disposal. The promotion of equal opportunities for men and women is part of the largest union's ideological stance. This union also made use of the fact that it is rooted in a trade union federation which can supply equal opportunities know-how and expertise. Thirdly, as emerges from a comparison of the influence of the two unions, the size of the rank and file is also an important factor. Other means such as proficiency and prestige seem to play a lesser role.

The role of the employer organisations in promoting equal opportunities must not be underestimated. In some cases employers take the initiative and in others they are prepared to make undertakings provided compromises can be agreed. A factor in this is that some equal opportunities issues relate in a positive or neutral way to their financial-economic business interests . The most important means of influence for the employers is of course their formal position in the firms. Other means such as the presence of expertise, skills and numbers of members appear to be less relevant.

The employer and employee organisations involved are indirectly influenced by developments in the sector, central labour relations and national legislation. The economic trend in the sector helps to determine how much leeway the employers have for bargaining, but this therefore applies to the employees as well. The bargaining climate for equal opportunities is created by the agreements struck between the employer and employee organisations. A third factor is what conditions national legislation offers in relation to working conditions in the equal opportunities field. It is against this background that collective bargaining proceeds. Developments at the European level do not appear to have had an important bearing on the outcome of the collective bargaining in contract catering. Because European developments caused no direct changes in the national policy on child care or in the agreements on equal opportunities which employer and employee organisations had already struck at the central level, they had no consequences at the sectoral level.

4.7 Recommendations

Employers seem to be particularly willing to agree to undertakings on equal opportunities if these can be defended on economic grounds. Proponents of equal opportunities measures will therefore get better results out of employers if when making their case they allude to the economic importance of improving the working conditions of women employees.

In the Netherlands, where labour relations are very much geared to consensus, joint working groups of employers and employees offer the best guarantee that equal opportunities undertakings in collective agreements will be properly worked up. Generally formulated undertakings can thus be translated into detailed schemes.

The presence of solely male negotiators need not prove an obstacle to achieving equal opportunities undertakings in collective agreements. An important prerequisite is that the negotiators should have strong feelings on the subject.

It is helpful for the officials of individual unions to be able to draw on equal opportunities expertise within the central employee organisations when they are formulating their concrete bargaining proposals. It is to be recommended that central employee organisations should continue to facilitate this expertise and that bargaining parties should make as much use of this expertise as possible.

It is a help to union officials if they can draw on the support of an equal opportunities policy officer when formulating working conditions policy in the equal opportunities field and mobilizing women members. The (temporary) appointment of such a policy officer can speed up the bargaining process.

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Horecabond FNV archive

Industrie- en Voedingsbond CNV archive

Voedingsbond FNV archive

Personal archive papers of Mrs. C. Passchier, former central representative for contract catering

Personal archive papers of Mrs. L. Brouwer, former equality officer, Horecabond FNV

Appendix 1: List of interviewees

Veneca, employers' organisation

Mr. A. Van de Bunt (managing director BRN-Catering)

negotiator in 1988, 1990, 1992, 1993, 1994

Mr. W.E.Kooijman (Personnel & Organisation director for Van Hecke)

negotiator in 1988, 1990, 1992, 1993, 1994

Mr. W. Spaink (former Personnel & Organisation director for Eurest)

negotiator in 1992, 1993 and 1994

Mr. J.C. van Zundert (Veneca secretary)

negotiator in 1988, 1990, 1992, 1993, 1994

Horecabond FNV, employees' organisation

Mrs. L. Brouwer (former Horecabond FNV equality officer)

Mr. W. Holvast (Horecabond FNV official)

negotiator in 1992, 1993, 1994

Mrs. C. Passchier (former central representative for contract catering, recruited from the FNV women's secretariat)

Mr. W. Van Sante (Horecabond FNV official)

negotiator in 1988, 1990, 1992, 1993, 1994

Industrie- en Voedingsbond CNV, employees' organisation

Mr. J.A.M. Toxopeus (Industrie- en Voedingsbond CNV official)

negotiator in 1992, 1993, 1994

Appendix 2: Equal opportunities provisions in the contract catering collective agreement

ARTICLE X, 2

Prevention of sexual harassment

1. Parties recognise the right of every employee to respect for their personal lifestyle and physical inviolability. Both employer and employee should respect this right in their behaviour towards one another and also behave in accordance with the general rules of morality and decency.

   In this context remarks or gestures of a sexual nature or with a sexual undertone, which are degrading and/or objectionable for the other party, can not be permitted within labour relations and can lead to sanctions for those who are guilty of so doing.

2. The following grievance procedure shall apply in this context:

a. The employer, with the approval of the works council c.q. personnel representation, appoints a contact/representative. He/she can be a member of the works council c.q. personnel representation.

   The task of the contact/representative is to take note, assist and mediate in the event of complaints from employees of unacceptable forms of behaviour.

b. If mediation does not have the desired result, the employee in question can file a written complaint, giving the grounds for the complaint, with the parties to the collective agreement. The parties shall appoint a representative to take the matter further. For the grievance procedure see Appendix 11 of this collective agreement.

ARTICLE X, 3

Pregnancy, confinement and parental leave

1. The total duration of the pregnancy and confinement leave shall amount to 18 weeks.

2. The female employee can take the pregnancy and confinement leave on a flexible basis, with the understanding that the pregnancy leave shall commence 6 weeks at the earliest and 4 weeks at the latest before the estimated birthdate.

3. The employee who is accounted in terms of family law to be the parent of a child is entitled to unpaid leave. The leave shall be for an unbroken period of 6 months at most; there is no entitlement to leave over periods beyond the date on which the child can be admitted as a pupil to primary school.

   Part-time working is also possible during the aforementioned 6-months leave.

   The aforementioned entitlement exists for employees with a child up to 4 years of age.

   The aforementioned leave option also exists for those who are shown by the population register to live at the same address as the child and have made themselves permanently responsible for the care and raising of the child as their own child.

   When there is more than one child aged 0 to 4 the entitlement applies per child (except for twins, etc. or several adoptions at once).

   Written notification of the intention to take leave giving the period, number of hours and their possible distribution over the week should be delivered to the address of the employer in good time.

   The leave option is also applicable for the care of children born in the period before 1 January 1991.

   The consequences of the pension break incurred shall be borne by the employer. The employee concerned should remain in the employ of the undertaking for at least a further six months after resumption of tenure in order to be able to claim the pension entitlement of the first six months.

   If the employee takes unpaid leave for longer than one month that has consequences for being insured in respect of social security such as health insurance, etc.

4. During the period of unpaid leave the tenure is continued subject to suspension of all the consequent rights and obligations. The premium of the catering company's occupational pension will continue to be paid by the employer during this period as though this employee was working normally in the undertaking.

ARTICLE X, 4

Child care and caring for a child

1. The employer will investigate the possibility of providing child care facilities for the firm's employees. Further research is necessary into the precise nature and extent of what is required, and into what sort of facility is most appropriate. The provision must comply with the quality standards of the Workplace Nurseries in the Netherlands and any current local authority regulations. Officially qualified childminders are also included in the possibilities.

2. During the term of the previous collective agreement at least 80 child care places were made available on the basis of funding by the FBA.

   This clause shall also apply for the term of the current collective agreement.

   For employees who make use of creches a parental contribution shall be retained each month from the salary of no more than the amount contributed in accordance with the table of the National Contribution Scheme for Day Nurseries. This amount is dependant on family income. A further scheme will be elaborated by the Joint Committee.

3. The employee is entitled to unpaid leave for the maximum of one month a year to care for a sick child up to the age of 12, for whose actual care the employee is responsible.

   A sick child in this context is understood to mean a child that must stay at home for at least a week on the advice of the family doctor. The employee is required to submit a doctor's certificate at the employer's request which shows that the child is ill for at least a week.

   The premium for the catering firm's occupational pension will be paid by the employer during this period as though this employee was working normally in the undertaking.

ARTICLE X, 7

Position of women

1. The parties undertake, while taking into account the limits of the employer's economic possibilities, jointly to play a part in promoting a better position for women in the sector.

2. In the context of Article X, paragraph 1, the parties agree to enact some specific measures intended to remove obstacles to women. The most important areas for consideration in the social policy fields are: working conditions and training, as well as career promotion and recruitment and selection options.

3. In terms of recruitment and selection increased attention is paid to the category women. In the context of a promotion policy an examination will expressly be undertaken of the opportunities and composition of the different groups in the undertaking and an associated reflection of this as between men and women.