
Equal opportunities and collective bargaining in the European Union

Selected agreements from Belgium
Phase II

WP/97/12/EN



EUROPEAN FOUNDATION
for the Improvement of Living and Working Conditions

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European Union**

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Phase II

by

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Summary

Objective of the report

The objective of this report is to present some concrete examples to encourage initiatives concerning equal opportunities for men and women in collective bargaining. This report is addressed to the social partners and anyone interested in the issue of equal opportunities in social concertation and collective bargaining.

The report describes some 20 collective agreement provisions that have had an impact on equal opportunities policy in Belgium and also, we are convinced, on the perception of women's work and the contribution that women make to the labour market and to society in general.

It includes collective agreement provisions that are favourable to equality, brief commentaries on the context in which they have been adopted, their field of application, the underlying concept of equal opportunities and, where possible, some indications concerning the actual or potential effects of the agreement in question.

The concept of equality

It is often observed that the concept of equality does not imply the same realities for all the parties involved in equality bargaining and policy. The concept of equality will usually be perceived differently by, for example, employers, trade unions and women's associations, thus giving rise to discussions in which, on the basis of the same principle of equality, divergent solutions or proposals are put forward. This is why this report tackles the question of the very definition of the concept of equality and attempts to state expressly the concept used by the social partners, in order to identify its consequences and limitations.

Methodology

The criteria used to select "good" collective agreements in terms of equality were:

- the promotion of special initiatives in favour of women;
- the elimination of existing discrimination;
- the reduction of labour market segregation.

The collective agreements selected are divided into three categories:

- A. agreements that aim to achieve equality between men and women;
- B. agreements that explicitly address discriminatory practices;
- C. agreements that do not explicitly address the issue of equality, but that may contribute to it.

Results

The 20 or so provisions selected can be deemed to be representative, despite the random collection of agreements caused by the absence of any systematic classification according to keywords. The consultation of many individuals involved in labour relations gives a certain legitimacy to the agreements selected, not in terms of the quality label but rather as agreements that are seen as being capable of providing solutions to the problem of equal opportunities for men and women. As a result, we feel this report gives a clear picture of the different types of measures that have so far been taken and will provide the social partners with some ideas for future action.

The agreements presented here are of various types. Some implement regulations (eg CNT Agreement 25), or include provisions corresponding to legal prescriptions (eg agreements concerning the elimination of discrimination in the mortgage sector).

Others aim to correct existing inequalities (egreements concerning positive actions) or cover areas that have a direct impact on equal opportunities (eg childcare). And finally, we present a few agreements that do not concern equality as such but might have a contribution to make (eg the agreement on job classification).

It emerged from our interviews and analysis of agreements that, in the majority of cases, a relatively formal approach is taken to equality issues: the elimination of discrimination, implementation of legislation, identification of "deficits" in terms of the female workforce. However, some agreements take an interesting approach, since they attempt to change practices and attitudes. We can cite the issue of paternity leave, which, although relatively formal, can help to make workers and employers aware of "parenting" as opposed to only "maternity", since men might need to take parental leave when a child is born (in case of hospitalization or death of the mother).

This report offers some ideas for consideration, so that equality can be considered as a political priority rather than of secondary importance.

The question of equality should be discussed in its entirety by the social partners. A "round table" could be organized at federal level with federal and regional authorities, social partners as well as women's organizations, in order to set objectives and strategies in this area.

There are a range of legal and conventional obligations that need to be fully exercised (like Agreement n°25 CNT) or reinforced (like Agreement n°38 CNT).

The objective of equal opportunities for men and women can be achieved only if all the players involved contribute to that end, within the limits of their powers and responsibilities. The social partners have a role to play as regards achieving greater equality on the labour market. There is not just one route forward (legislation,

awareness-raising, training, etc) but a whole range of instruments to be used and actions to be undertaken. The adoption of collective agreements that are favourable to equal opportunities is one method that could be used and the impact of such agreements should not be underestimated.

Foreword

This report is part of a European project on collective bargaining and equal opportunities. This European project is divided into three phases and will lead to three separate reports at both European and national level.

First phase: providing information on the national context concerning collective bargaining and equal opportunities (iewomen's situation on the labour market, collective bargaining system, integration of the issue of equal opportunities in bargaining between the social partners).

The Belgian report on this first phase was completed in March 1996 and should soon be available from the European Foundation for the Improvement of Living and Working Conditions.¹

Second phase: presenting examples of collective agreement provisions that are of interest from the point of view of equal opportunities for men and women. This involves selecting collective agreements that are considered to be "good in themselves" or "good in their context", in terms of equal opportunities. This report covers this second phase of the project.

Third phase: case study of a collective agreement concerning equal opportunities, with a view to analysing the implications and results. Factors that affect the pursuit of equal opportunities within the framework of collective bargaining are also to be examined. This phase is due to be implemented in the latter half of 1996.

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Acronyms and abbreviations used

AR: Arrêté Royal [Royal Decree]

CGSLB: Centrale Générale des Syndicats Libéraux de Belgique [Federation of Liberal Trade Unions of Belgium]

CNE: Centrale Nationale des Employés [central white-collar workers' union organization] (affiliated to the CSC)

CNT: Conseil National du Travail [National Labour Council]

CP: Commission Paritaire [Joint Committee]

CSC: Confédération des Syndicats Chrétiens de Belgique [Confederation of Christian Trade Unions]

FEB: Fédération des Entreprises de Belgique [Federation of Belgian Enterprises]

FGTB: Fédération Générale du Travail de Belgique [Belgian General Federation of Labour]

FVOA: Front Vert des Organisations Agricoles ["Green Front" of Agricultural Organizations]

NCMV: Nationaal Christelijk Middenstandsverbond which became subsequently the “Belgische Organisatie voor kleine en middelgrote ondernemingen”.

ONEM: Office National pour l'Emploi [National Employment and Placement Service]

Employers’ representative organizations within the CNT: FEB, Organisations des Classes Moyennes, De Belgische Boerenbond, Fédération Nationale des Unions Professionnelles Agricoles and Alliance Agricole Belge

SETCa: Syndicat des Employés Techniciens et Cadres [white-collar workers' occupational trade union organization] (affiliated to the FGTB)

USCMB: Union Syndicale des Classes Moyennes de Belgique [Belgian Trade Union of the Middle Classes]

Introduction

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The report describes some 20 collective agreement provisions that have had an impact on equal opportunities policy in Belgium and also, we are convinced, on the perception of women's work and the contribution that women make to the labour market and to society in general.

It includes collective agreement provisions that are favourable to equality, brief commentaries on the context in which they have been adopted², an indication of their field of application, an analysis of the underlying concept of equal opportunities and, where possible, an analysis of the actual or potential effects of the agreement in question.

The concept of equality³

It is often observed that the concept of equality does not imply the same realities for all the parties involved in equality bargaining and policy. The concept of equality will usually be perceived differently by, for example, employers, trade unions and women's associations, thus giving rise to discussions in which, on the basis of the same principle of equality, divergent solutions or proposals are put forward. The concept is not univocal. And this is why it seems appropriate briefly to discuss the question of the definition of the concept of equality.

Equal treatment and equal opportunities:

The concept of equal treatment is based on a formal approach to equality. It is essential that similar rules and procedures be applied to all (egprocedures of recruitment, selection, promotion, etc). These procedures must be open to all individuals so they can participate on the labour market "as equals", on the basis of their individual abilities and skills. It is nonetheless a recognized fact that there are differences between certain groups of individuals (women, migrants, young people, etc). This means that, if everyone is to be able to participate in the "job market", positive actions will need to be taken to reduce or eliminate the disadvantages encountered by some population groups, and particularly women who are relatively unskilled or have family responsibilities. This approach to equal opportunities, which is the predominant approach in Belgium, is based on the hypothesis that the female population is suffering from "deficits" that need to be addressed if women are to be able to adapt to the dominant model.

Concept of equal benefits and results:

This concept implies an approach to equality that is substantive rather than formal. Under this approach, equal opportunities for men and women can be achieved only if these men and women share equally in the benefits and results of any actions undertaken. This approach implies direct intervention in the workplace to establish practical equality between the various groups of workers. If we take the example of the distribution of supplementary benefits for an enterprise's workers, equal opportunities implies not only that the criteria for allocating any such benefits are the same for all (formal approach), but also that the criteria adopted make it possible for a proportionally "equal" number of women and men to benefit. For example, action might be taken to ensure that the enterprise's part-time workers (mostly women) also enjoy these benefits.

"Women" and "gender":

The "women-centred" approach implies that, in order to achieve equality (whether formal or substantive), initiatives concerning women only need to be taken if existing inequalities are to be rectified or offset. This may take the form of granting women preferential treatment concerning promotion or recruitment, providing special training, establishing quotas for their participation in decision-making, etc. The "gender-based" approach concerns both women and men and is connected with social, cultural and economic relations between them. It implies that women's situation cannot be examined in isolation but must be seen in a broader context and in connection with men's situation. This approach is based on the belief that most of the problems encountered by women (particularly on the labour market) are rooted in the social relationship - and inequalities - between men and women. It will be impossible to solve women's problems until these relationships are understood and taken into account. This approach is, therefore, different from the "women-centred" approach, which sees them as a separate group that needs to be targeted by special policies and strategies. It is nonetheless important to point out that the "gender-based" approach is not

incompatible with special actions targeting women - or men - which may serve as useful tools in helping to eliminate existing differences and segregations.

Our intention in this report is not to question the concept of equality used by the social partners, but rather to try to explain its consequences and limitations.

Methodology

As mentioned earlier, this report is part of a European study covering all 15 Member States of the European Union. The approach adopted is that of researching "good practices" in collective agreements concerning equality. This approach is based not on a univocal definition of the concept of equality (so that account can be taken of a diversity of approaches), but rather on a set of common criteria. We have selected agreements that aim to:

- promote specific initiatives in favour of women;
- eliminate existing discrimination;
- reduce labour market segregation.

In the framework of our analysis of collective agreements and commentaries on the measures taken by the social partners, equal opportunities are perceived from the point of view of achieving greater equality of benefits for men and women.

On the basis of these criteria, how have we sought out agreements that are of interest in this respect? A large number of collective agreements are signed every year in Belgium, at company, sectoral and multi-industry level. All the collective agreements deposited with the Ministère de l'Emploi et du Travail [Ministry of Employment and Labour] are recorded by date, name of enterprise and sector. But they are not indexed by content or keywords. There is no computerized systemization of collective agreements. And a number of agreements are not deposited with the Ministry⁴.

In the absence of any relatively detailed reference material on existing collective agreements including provisions that are of interest in terms of equal opportunities, our

work in seeking out and gathering together such agreements was painstaking and problematical.

The solution we chose, therefore, was to contact and/or meet "key people" from the Ministère de l'Emploi et du Travail, employers' organizations, trade unions, the Conseil National du Travail [CNT - National Labour Council] and Commissions Paritaires [CP - Joint Committees] to identify "good" agreements in their eyes. However, some of the agreements and issues proposed by the social partners were not included because they did not correspond to the criteria adopted by the research team. This applies, for example, in the case of recent initiatives concerning the reduction of working times and career breaks in the public and private sectors. The aim of these initiatives is to stimulate employment and cut unemployment figures. They may be perceived as being of interest in that they stimulate the employment of unemployed men and women. But, at present, equal opportunities are not integrated in these types of initiative, which are very likely, as past experience indicates, to have damaging consequences for female employment and to contribute to even greater segregation of the labour market: initiatives that are open to people who have few skills and are not in management posts, that is, mostly women; initiatives that are not accessible to professional and managerial staff, etc.

The collective agreements selected have been divided into three groups:

- A. agreements that aim to achieve equality between men and women;
- B. agreements that explicitly address discriminatory practices;
- C. agreements that do not explicitly address the issue of equality but that may contribute to it.

These three groups actually correspond to two types of agreement: on the one hand, agreements that explicitly address the issue of equality between men and women (agreements that are good in themselves), which come under groups A and B; and, on

the other, agreements that do not explicitly address the issue of equality but may contribute to it (agreements that are good in their context), which come under Group C.

Without doubt some agreements might have been classified differently, but the classification we have chosen reflects the criteria for selecting agreements and the perspective from which we are analysing them.

A. Agreements that aim to achieve equality between men and women

A.1 CNT Agreement 25 - Equal pay

1. Details of the agreement:

1. Date: 15 October 1975
Date of entry into force: 15 October 1975
Period of validity: indefinite
2. Parties involved:
employers' representatives: representative organizations
workers' representatives: CSC, FGTB, CGSLB
3. Type of agreement:
 - national agreement concluded within the CNT
 - private sector
 - multi-industry
 - multi-sectoral
 - all workers and employers in the private sector (agreement made binding by the Royal Decree of 9.12.1975)
4. Agreement that implement in Belgian law Community Directive 75/117 on equal pay for female and male workers

2. Provisions favourable to equality:

The agreement explicitly states the wish *"to apply the principle of equal pay for male and female workers, which is referred to in Article 119 of the Treaty establishing the European Economic Community"*.

"Equal pay for the same work or for work of equal value implies the elimination of all discrimination based on sex." (Article 1)

"Equal pay for male and female workers must be guaranteed in all aspects and conditions of pay, including, where they are applied, job-evaluation systems."

In no event may job-evaluation systems involve discrimination in the selection of criteria, in their weighting or in the system for reflecting evaluation values in the components of pay." (Article 3)

"Pay shall be deemed to mean:

- *payment in cash;*
- *tips or service charges;*
- *benefits with a monetary value;*
- *holiday allowances;*
- *allowances payable under non-statutory supplementary social security schemes"*⁵. (Article 4)

The agreement also makes provision for the right of workers or their trade unions to take legal action before the courts (Article 5).

"A joint committee shall be set up, with responsibility for providing the competent courts with an opinion." (Article 6)

The agreement makes provision for various publicity measures concerning workers and judges presiding over courts and labour tribunals (Articles 8 and 10).

And finally, the agreement makes provision for a mechanism to monitor implementation of the agreement:

"The signatory parties undertake to examine the results of application of this agreement within no more than twelve months of the date of its entry into force." (Article 11)

3. Analysis and commentary:

This agreement is important⁶ because it explicitly addresses the issue of equal pay for women and men. Nevertheless, in Belgium as elsewhere, discriminatory practices in the composition of pay still persist⁷.

The objective of this agreement was to implement the Council Directive on equal pay. This means that the provisions of the agreement concerning matters then excluded from the field of application of the European Directive have no binding force, since respect of them is not required under European law.

The agreement prohibits all discrimination but fails to define the term and draws no distinction between direct and indirect discrimination. By contrast, it is emphatic about there being no discrimination as regards any of the phases or elements of pay composition (Article 3). It also specifies the content of the term "pay" (Article 4).

A special joint committee has been set up under Article 6 of the agreement. The labour courts occasionally call upon this committee to ascertain whether or not job-classification systems are discriminatory⁸.

Although this agreement made provision for follow-up policies, the creation of a special joint committee and providing judges with information, no concrete action has been taken to ensure effective implementation of the agreement, which has been in force for some 20 years.

This is perhaps attributable to the fact that the concept of equal pay is understood and tackled in a relatively formal way. There are no mechanisms for monitoring and assessing job-classification systems. The concept of work of equal value is neither explained nor developed. No account is taken of the particular features of the female labour force. Given the development of atypical forms of work that are affecting women in particular, it would certainly now be useful to specify that equal pay concerns all workers and therefore also equal pay for, for example, full-time and part-time workers.

Before Agreement 25 was adopted, the multi-industry agreement of 10 February 1975 specified the social partners' obligations concerning equal pay for men and women:

"the signatories (...) note the adoption by the EEC Council of Ministers of a directive concerning the implementation of Article 119 (...).

They recommend that joint committees, employers and workers' representatives in enterprises employing female workers ensure respect of these provisions and equal treatment for male and female staff in general".

It is worth pointing out that the multi-industry agreement referred to equal treatment a full year before the European directive was adopted. By contrast, a reading of this provision confirms the impression that, when Agreement25 was adopted, equality was perceived in a formal, static way, "in enterprises employing female workers".

A.2 National multi-industry agreement of 18 November 1988 - Promotion of employment and of positive actions

1. Details of the agreement:

1.	Date: 18 November 1988 Date of entry into force: 1 January 1989 Period of validity: two years - to 31 December 1990
2.	Parties involved: employers' side: FEB, NCMV, USCMB trade unions: FVOA, CSC, FGTB, CGSLB
3.	Type of agreement: - multi-industry agreement - national agreement - private sector - non-binding agreement
4.	Replaces the national multi-industry agreement of 7 November 1986

2. Provisions favourable to equality:

"The parties hereby strongly confirm their unanimous recommendation of 1986 that the Fonds de l'Emploi [Employment Fund] set up within the Ministère de l'Emploi et du Travail [Ministry of Employment and Labour] be dedicated to supporting employment-promotion initiatives.

All employers covered by the Office Nationale de Sécurité Sociale [ONSS - National Office of Social Security] would contribute to the funding of such initiatives by paying into this fund 0.18% of gross pay in 1989 and 1990.

On the basis of opinions issued by the social partners, this fund would support employment and training activities and would give priority to risk groups among job-seekers and, in particular (...), the long-term unemployed."

"Point 2.2 Positive actions for women

The parties hereby propose the creation, within the Service des Relations Collectives [Industrial Relations Service], of a group that would make proposals and suggestions to:

- *Commissions Paritaires, with a view to promoting the employment of women;*
- *ONEM, concerning 'reorientation' interviews for unemployed people."*

3. Analysis and commentary:

As a result of this national multi-industry agreement, the "programme" law of 30 December 1988 obliged employers to pay the 0.18% referred to in the agreement. This obligation was waived for employers who, under a collective agreement (at sectoral or enterprise level), were undertaking equivalent steps to promote the employment of risk groups.

This agreement has been extended by subsequent national multi-industry agreements.

It is worth pointing out that some of the effects of this agreement are potentially favourable to female employment, since the majority of people who are long-term unemployed are women and since some sectors have specified women as a risk group.

This is the first time that positive actions are mentioned in a national multi-industry agreement. This agreement was signed after the adoption of the royal decree promoting voluntary positive actions in the private sector. It is generally considered not to have had any practical impact, apart from the setting up of the Cellule Actions Positives [Positive Actions Group]. In this respect, see the national multi-industry agreement of 1990.

A.3 National multi-industry agreement of 27 November 1990 - Female employment and unemployment and positive actions

1. Details of the agreement:

1.	Date: 27 November 1990 Date of entry into force: 1 January 1991 Period of validity: two years - to 31 December 1992
2.	Parties involved: trade unions: FVOA, CSC, FGTB, CGSLB employers' side: FEB, NCMV, USCMB
3.	Type of agreement: - multi-industry agreement - national agreement - private sector - non-binding agreement
4.	Replaces the national multi-industry agreement of 18 November 1988

2. Provisions favourable to equality:

"The overall contribution to the training and employment of risk groups shall be raised to 0.25% of gross pay in 1991 and 1992, including a special contribution of 0.10% for the most vulnerable categories within those risk groups; (...).

The most vulnerable categories shall be deemed to be:

- *people who are re-entering the job market; job-seekers who are not in receipt of benefit (for unemployment or career break) and who have not exercised any occupational activity over the past three years;*

(...)

This contribution shall be formalized under sectoral or company agreements. The Ministère de l'Emploi et du Travail shall verify that agreements make provision for the contribution of 0.25% and 0.10%. Should no provision be made for this overall contribution of 0.25% or the special contribution of 0.10%, a corresponding amount shall be payable to the Fonds de l'Emploi. This amount shall be collected by the ONSS.

Allowable contributions may take the form of new or renewed initiatives concerning training and employment, such as those developed in compliance with the previous national multi-industry agreement.

In addition to the special effort to be made for the most vulnerable categories, efforts may also concern positive actions for women (...).

The Fonds de l'Emploi will contribute to (collective) schemes making provision for positive actions for women that have financial implications."

3. Analysis and commentary:

The Royal Decree of 14 July 1987 introduced positive actions as a tool of equal opportunities policy, encouraging enterprises to adopt positive action plans on a voluntary basis. The national multiindustry agreement of 18 December 1990 included positive actions under social concertation. The important feature of this 1990 agreement is that it introduced the possibility of such schemes being funded by the national employment fund or by sectoral funds. These financial incentives gave added interest to positive actions, particularly at sectoral level, even though the wording of the provision concerning positive actions ("efforts may also concern...") suggests they might be secondary. Unfortunately, there have so far been only a few declarations of intent concerning positive actions in about 20 sectors and, at best, a few studies on the situation of women in a given sector. Some practical examples of positive actions are provided later (A6 to A9).

A.4 National multi-industry agreement of 9 December 1992 - Positive actions

1. Details of the agreement:

1.	Date: 9 December 1992 Date of entry into force: 1 January 1993 Period of validity: two years - to 31 December 1994
2.	Parties involved: employers' side: FEB, NCMV, USCMB trade unions: FVOA, CSC, FGTB, CGSLB
3.	Type of agreement: - multi-industry agreement - national agreement - private sector - non-binding agreement
4.	Replaces the national multi-industry agreement of 27 November 1990

2. Provisions favourable to equality:

"The parties have drawn up proposals for the attention of the Government, whose purpose is to strengthen positive actions. These proposals are set out in the protocol annexed hereto."

Protocol

Point 2: Pursuit and strengthening of positive actions for women:

- *strengthening of the Cellule Actions Positives, in concertation with the Government;*
- *maintaining the possibility of conducting positive actions within the framework of efforts for risk groups, and recommending that sectors and enterprises make effective provision for positive actions within this framework;*
- *in extension of the Royal Decree of 14 July 1987, obliging enterprises undergoing restructuring to have a positive actions plan for women: equal treatment for men and women in the departments involved, with account being taken of the skills and qualifications of the people concerned; interventions and waivers under social legislation (early retirement) shall be subject to the positive action plan.*

3. Analysis and commentary:

Positive actions for women are only mentioned in the annexed protocole drawn for the attention of the Gouvernement. Social partners are asking for a continuation and reinforcement of positive actions. Generally all the proposals have been followed by the Gouvernement.

This is the last national multi-industry agreement to tackle the issue of positive actions. There has since been a general loss of interest in positive actions on the part of the social partners.

A.5 Model positive actions agreement

1. Details of the agreement:

A model positive actions agreement drawn up in 1990 by the Cellule Actions Positives on the basis of the text of the Royal Decree of 14 July 1987 and amended in accordance with statutory amendments and the adoption of new national multi-industry agreements.

2. Provisions favourable to equality:

Standard collective agreement provisions concerning positive actions:

"This agreement is hereby concluded in execution of the Law of 4 August 1978 on economic restructuring (concerning equal treatment for men and women), and particularly its Articles 119 and 122; the Royal Decree of 14 July 1987, introducing measures to promote equal opportunities for men and women in the private sector; the national multi-industry agreement of 17 November 1988, introducing possibilities for improving equal opportunities; the national multi-industry agreement of 27 November 1990, introducing possibilities of financial support from the Fonds de l'Emploi for positive action plans for women; and the Law of 29 December 1990, introducing new social provisions, and particularly its Articles 170 and 171."

"The employer(s) hereby undertake(s) to draw up positive action programmes to improve equality between men and women."

"The parties bound by this collective agreement may at any time call upon the Cellule Actions Positive set up within the Service des Relations Collectives de Travail [Industrial Relations Service] of the Ministère de l'Emploi et du Travail."

"A joint working party shall be set up and shall comprise at least one representative of each trade union organization present within the enterprise and of the enterprise's management."

"The working party shall collect all statistical data concerning, in particular, selection, recruitment, career paths, promotion, training, earnings and personnel policy in general, so as to be able to reach conclusions and draw up a positive actions plan."

The statistical data shall distinguish between men and women and between the various forms of employment."

"Examination of the statistical data must be completed within a year of this agreement entering into force."

"The working party shall reach its conclusions and draw up a special plan to eliminate any inequalities it has identified."

"This collective agreement shall be valid for an indefinite period."

3. Analysis and commentary:

In addition to this collective agreement model, a practical guide on negotiating positive action plans was also produced for the social partners. This guide describes in detail the five stages of positive action plans: undertaking by the social partners, analysis of women's situation in the sector or enterprise concerned, drawing up of a plan, implementation of the plan, and assessment of the plan.

Sectors and enterprises which have undertaken positive actions have tended to use the provisions of this model agreement. There has not as yet been any assessment of these positive action plans.

We should point out that the agreement is rather vague, since it speaks of practical equality between men and women. The way it is worded means that it is difficult to be sure of the meaning of the term "equality" and of the objective of positive actions.

A.6 Collective agreement concerning positive actions covering white-collar workers in the food industry (CP 220)

1. Details of the agreement:

1.	Date: 16 February 1993 Date of entry into force: 1 January 1993 (with the exception of the preserved-vegetable sector, for which the date of entry into force was 1 February 1993) Period of validity: two years - to 31 December 1994
2.	Parties involved: employers' representative organizations workers' representative organizations within CP220 (white-collar workers in the food industry)
3.	Type of agreement: - programme agreement - private sector - food industry - employers and male and female white-collar workers of enterprises covered by the Commission Paritaire [Joint Committee] for white-collar workers in the food industry
4.	Percentage female workforce: figures for Flanders - 57% men and 43% women

2. Provisions favourable to equality:

"In collaboration with the Cellule Actions Positives of the Ministère de l'Emploi et du Travail, a working party comprising representatives of employers' and workers' organizations shall draw up principles and recommendations that will allow for positive actions in enterprises and will be submitted to the Commission Paritaire." (Article 14)

In its programme agreement of 12 February 1991, covering the years 1991-1992, the Commission Paritaire had already made mention of positive actions:

"A joint working party shall be set up to study the situation of women white-collar workers in our sector. Should this working party conclude that gaps exist, it will then draw up guidelines on the basis of its findings and submit proposals. The working party shall make use of the opinions issued by the Cellule Actions Positives of the Ministère de l'Emploi et du Travail". (Article 14)

3. Analysis and commentary:

On the basis of the provisions made by positive action plans, the Commission Paritaire has financed an analysis of women's situation in the sector. Two surveys have been conducted: one of male and female workers and one of personnel managers. Only 77 of the 141 enterprises contacted agreed to take part in the survey.

The reports presenting the findings of these surveys were produced and published in 1995 (see footnotes). A reading of these reports reveals the following:

The statement of intent made by the Commission Paritaire with regard to positive actions is not familiar to enterprises. However, it would seem that all the workers and employers questioned are generally in favour of positive actions. It seems particularly desirable that action be taken to raise awareness, with the reasons underlying this initiative being explained so as to dispel any prejudices concerning positive actions⁹.

The following initiatives are especially recommended to the social partners and enterprises:

- *integrating equal opportunities policy in the enterprise's personnel policy, that is, in terms of career plans, personnel information, recruitment, training, etc;*
- *complying with the obligation to produce an annual report on equal opportunities;*
- *organizing an annual survey of all workers, concerning complaints about physical working conditions and quality of work;*
- *ensuring the use of job classification, particularly in small and medium-sized enterprises;*
- *taking measures as regards childcare, which is an obstacle to equal opportunities;*
- *discussing the redistribution of working time and the elaboration of methods that privilege male workers;*
- *organizing or promoting training concerning positive actions.¹⁰*

To date, no concrete action appears to have been taken at sectorial level.

A.7 Collective agreement concerning positive actions in the enterprise MIO
(CP 118-220)

1. Details of the agreement:

1.	Date: 13 November 1991 Date of entry into force: 13 November 1991 Period of validity: indefinite
2.	Parties involved: employers' representative trade union organizations: FGTB, section covering the food industry and CSC, section covering the food industry and miscellaneous services
3.	Type of agreement: - company agreement (MIO in Liège) - food industry - number of workers: +/- 100 - number of women: 50%, mainly under temporary or seasonal contracts of employment

2. Provisions favourable to equality:

The agreement largely reproduces the provisions of the model positive actions agreement.

3. Analysis and commentary:

The agreement is of interest because it was presented at the initiative of a trade union organization as an alternative to a redundancy plan concerning a dozen women who were not multi-skilled.

An analysis of all women workers was conducted before the collective agreement was signed. This analysis indicated both women workers' low level of basic training and the increasingly high standards demanded as regards production (multi-skilling, quality, hygiene, etc). It also revealed some significant communication problems, with some women workers having been promoted to the post of "deputy production-line manager" without any prior training. This situation was causing problems both with the

(male) hierarchy and with the women's former female colleagues. Two training courses were funded by the Fonds pour l'Emploi: one in machine management and the other in communication.

A.8 Collective agreement concluded within the Commission Paritaire covering family care and care of the elderly (CP 318)

(Only positive actions agreement to be made binding by the Royal Decree of 5 August 1991 [MB of 18 October 1991])¹¹

1. Details of the agreement:

1.	Date: 25 February 1991 Date of entry into force: 1 January 1991 Period of validity: indefinite
2.	Parties involved: employers' representative organization: association of family-care services trade unions: CSC, FGTB, CGSLB
3.	Type of agreement: - private sector - sectoral: family care and care of the elderly - industry-wide: all male and female workers in the sector - regional: French-speaking community, German-speaking community and Brussels region
4.	Sector with a feminization rate of 99.8%

2. Provisions favourable to equality:

The agreement largely reproduces the provisions of the model positive actions agreement.

3. Analysis and commentary:

It is interesting to note the use of the positive actions approach in a sector whose workforce is virtually entirely female. The choice of this approach is based on the belief that excessive feminization of a sector is a sign of its unattractiveness in terms of pay, working conditions, personal status and career opportunities. Equal opportunities for men and women implies raising the status of "typically female" occupations.

As a result of the survey conducted by the GRAPAF¹², the Commission Paritaire drew up a positive actions plan focusing on four issues:

- improving the image of the profession;
- providing prior training, mainly for women re-entering the world of work;
- multi-skilling for carers of the elderly to enable them to obtain skills as family carers and offer them opportunities to diversify their activities;
- special training in responding to traumatic and stressful situations, such as sexual harassment, care for the terminally ill, manipulation and ergonomics, etc.

We should point out that four new employers' organizations have been accepted as members of Commission Paritaire 318³. Male and female workers in the sector will now have representatives on the committee, which will perhaps allow for the adoption of initiatives for workers of this kind.

A.9 Collective agreement on positive actions covering the metalprocessing sector in Antwerp (CP 209)

1. Details of the agreement:

1.	Date: 19 April 1991 Date of entry into force: 19 April 1991 Period of validity: 1991-1992
2.	Parties involved: employers' side: Fabrimétal trade unions: CSC (CNE), FGTB (SETCa), CGSLB
3.	Type of agreement: - private sector: metal-processing sector - industry-wide: male and female white-collar workers - regional: Province of Antwerp

2. Provisions favourable to equality (unofficial translation):

"Positive actions for women

In collaboration with the Cellule Actions Positives created for this purpose within the Service des Relations Collectives de Travail, a study shall be conducted of the necessary measures to promote equal opportunities for women." (Article 8)

3. Analysis and commentary:

In 1991, the Commission Paritaire covering the metal-processing sector in the region of Antwerp decided to set up a positive actions plan and identify the obstacles to women's career advancement. Two studies were conducted: one on the situation of blue-collar workers and the other on that of white-collar workers¹⁴.

These two surveys confirmed the existence of strict segregation between men and women in this sector and of powerful prejudices. By way of example:

- only 6% of women, as against 40% of men, are in management posts;
- there are blocks to the promotion of women: 50% of personnel managers feel that women are less likely than men to meet promotion criteria. The criteria are flexible working and mobility¹⁵;

- in principle, technical posts are open to anyone holding the appropriate diploma but, in practice, men may be given such posts without having a diploma, while this does not apply for women. However, technical tests conducted by a major enterprise in the sector for its unskilled blue-collar workers showed that women get better results and that technical "sense" is acquired, not innate.

These surveys do not appear to have been followed by any concrete action.

A.10 National multi-industry agreement of 27 November 1990 - childcare and the reconciliation of working and private life

1. Details of the agreement:

1.	Date: 27 November 1990 Date of entry into force: 1 January 1991 Period of validity: two years - to 31 December 1992
2.	Parties involved: employers' side: FEB, NCMV, USCMB trade unions: FVOA, CSC, FGTB, CGSLB
3.	Type of agreement: - multi-industry - national - private sector - non-binding agreement
4.	Replaces the national multi-industry agreement of 18 November 1988

2. Provisions favourable to equality:

"The parties uphold the Government's decision to promote care facilities that meet the needs of workers who have difficulty in ensuring their children are cared for when they are ill or when their parents have to work outside the opening hours of childcare establishments. For this purpose, the Government has set aside a sum of BFr 200 million in the 1991 budget. The parties are in agreement in calling on the Government to set aside, in the 1992 budget, an amount at least equal to that made available by the Fonds pour l'Equilibre Financier [Financial Balance Fund]."

3. Analysis and commentary:

This agreement has been extended by the national multi-industry agreements of 1992 and 1994, which make provision for funding for childcare initiatives. In 1990, the Federal Government decided to promote out-of-school childcare structures. At this time, the social partners were in favour of this, without actually involving themselves in funding such measures. This agreement is seen as having contributed to equality even though the issue is not explicitly tackled, since childcare still tends to be provided by women. Any measure in this area helps women to reconcile their dual role as workers and mothers.

A.11 National multi-industry agreement of 9 December 1992 -childcare and the reconciliation of working and private life

1. Details of the agreement:

1.	Date: 9 December 1992 Date of entry into force: 1 January 1993 Period of validity: two years - to 31 December 1994
2.	Parties involved: employers' side: FEB, NCMV, USCMB trade unions: FVOA, CSC, FGTB, CGSLB
3.	Type of agreement: - national - multi-industry - private sector - non-binding
4.	Replaces the national multi-industry agreement of 27 November 1990

2. Provisions favourable to equality:

"In 1993 and 1994, enterprises shall allocate:

(...)

- b. in 1994, a contribution of 0.05% to the funding of childcare initiatives, which amount shall be payable to the Fonds des Equipements et Services Collectifs [Fund for Collective Services and Facilities]"¹⁶.*

"The parties hereby call on the Government to allocate BFr 1 thousand million in 1993, to be taken from the reserves of the Fonds pour l'Emploi [Employment Fund], for childcare initiatives."

3. Analysis and commentary:

The national multi-industry agreement of 7 December 1994, covering the period 1995-1996, extends payment of the contribution of 0.05%, which is to be used:

"to support the cost of staff to provide childcare for children between the ages of 0 and 3 years, as well as for children of school age, outside school hours."

The national multi-industry agreements of 1990, 1992 and 1994 have given rise to concrete initiatives in the area of childcare.

For example, initiatives have been launched in the sectors covered by the Commissions Paritaires for white-collar workers in the retail food sector and major stores. A fixed-term collective agreement was signed with SETCa, running to 31 March 1995. However, activities undertaken on the basis of this agreement have been extended under the regulations governing the management fund (attached to the Commission Paritaire) and under the national multi-industry agreement of 1994.

A survey of childcare needs was conducted, covering all personnel in the sector with children aged between 0 and 6 years. This survey gave rise to two reports, one on the Dutch-speaking part of the country¹⁷ and the other on the French-speaking part¹⁸.

The survey showed that people had problems with childcare for children between the ages of 0 and 12 years, particularly during school holidays, outside school hours and in the event of illness. Different childcare structures have been set up in the various parts of the country. These childcare schemes are financed through sectoral social funds.

This initiative has shown that granting an individual bonus to workers with dependent children was not solving the childcare problem because there were no childcare structures that matched the flexible hours worked by employees in this sector. Furthermore, the individual bonus system can pose an equal opportunities problem: who is to receive the bonus? Should it be paid to all workers with children and, therefore, possibly to both parents? Should it be paid to workers with childcare problems? To mothers? To fathers?

We should point out that, unfortunately, the future does not look very bright in this area. The Federal Government has decided to suppress the Fonds des Equipements et Services Collectifs because the fund's budget reserves are exhausted.

This fund has functioned since 1974 and was set up in response to the massive influx of women on the labour market. The decision to do away with it will have a double impact on women:

- long-term reduction in childcare possibilities, particularly for less well-off families who cannot make use of private structures;
- loss of employment or aggravation of the insecure position of women working in the sector¹⁹.

A.12 Collective agreement covering the enterprise Phillips Lighting in Turnhout -
nightworking by women (CP 111)

1. Details of the agreement:

1. Date: 19 December 1995
Date of entry into force: 1 January 1996
Period of validity: indefinite
2. Parties involved:
trade unions: CSC and FGTB - metal-processing sector
employer: Phillips Lighting, Turnhout
3. Type of agreement:
 - company
 - private sector
 - metal-processing sector
 - percentage of women in the sector:
 - number of workers:
4. Pilot agreement within the framework of Collective Agreement⁴⁶, signed within the CNT, on working conditions for shift workers

2. Provisions favourable to equality²⁰:

"The enterprise intends to promote an equal opportunities policy in favour of women workers.

Given the reduction in employment for women workers in the framework of a split-shift system;

Because of the impossibility of resorting to nightwork;

And given the high level of unemployment among women in the region, a pilot project is being set up in the framework of Agreement 46, under which women workers are being offered the possibility of doing nightwork in (some departments)."

Conditions for undertaking nightwork:

- *voluntary;*
- *indefinite contract;*
- *after a six-month assessment (probation period). In the event of a negative assessment (medical or social), the worker shall return to her former day shift;*
- *return to day shift in the event of pregnancy and in the event of breakdown of the relationship in the case of single-parent families;*
- *same opportunities for training and transfer;*

- *undertaking to offer better posts to women;*
- *regular assessment of the experiment;*
- *canteen services;*
- *effort on the part of the enterprise as regards transport, car-sharing and childcare in the region.*

3. Analysis and commentary:

Following the rulings of the Court of Justice²¹ in the cases concerning the prohibition of nightwork solely (or subject to more restrictive conditions) for women, the European Commission has invited Belgium to amend its legislation. The Ministre de l'Emploi et du Travail [Minister for Employment and Labour] has consulted the social partners, who have submitted an opinion within the CNT. In its Recommendation⁹, the CNT recommends that Commissions Paritaires examine the issue of nightworking from the point of view of the employment and career paths of women, as well as in the context of positive actions and the promotion of equal treatment for men and women.

This agreement is interesting in that it offers a framework for nightwork. The provisions concerning voluntary involvement, a probation period, protection of the contract of employment (indefinite), transfer to day-working in the event of pregnancy and even transport are set out in Agreement 46, signed within the CNT. But it also contains some innovative provisions, such as regular assessment of the experiment, the objective of providing women with better jobs and the right of single parents (mostly women) to return to day-working²².

We should point out that there is currently a bill on nightworking for women, (being strongly contested, particularly by the trade unions and women's groups), which makes provision, in particular, for an initial period of night-working, limited to two months, as well as the possibility for enterprises that already have a (male) night shift to employ women on that shift, without any social concertation.

A.13 National multi-industry agreement of 27 November 1990 - maternity and paternity leave

1. Details of the agreement:

1.	Date: 27 November 1990 Date of entry into force: 1 January 1991 Period of validity: two years - to 31 December 1992
2.	Parties involved: employers' side: FEB, NCMV, USCMB trade unions: FVOA, CSC, FGTB, CGSLB
3.	Type of agreement: - multi-industry - multi-sectoral - national - private sector - non-binding
4.	Replaces the national multi-industry agreement of 18 November 1988

2. Provisions favourable to equality:

"The parties hereby agree to propose that the Government increases maternity leave from 14 to 15 weeks, as of 1 January 1991. This additional week is to be taken before the expected delivery date. The proposal would be funded by monies from the 0.12% solidarity contribution towards maternity leave.

The parties will be in favour of maternity leave being converted into paternity leave in the event of the death or hospitalization of the mother, and this within the framework of the maternity insurance that is to come into force as of 1 January 1991.

In response to the demands of the Ministre de l'Emploi et du Travail as regards paternity leave, the parties hereby agree to offer three days' leave of absence for the birth or adoption of a child, as of 1 January 1991."

3. Analysis and commentary:

This agreement comes within the framework of discussions at European level on the protection of maternity, which gave rise to the adoption of Directive 92/85 on 19 October 1992. It is health and safety considerations that are the issue here, not any objective concerning the reconciliation of private and working life for all workers.

It is to be hoped that, following the adoption of the European agreement on parental leave, this issue will be re-examined so that all workers can benefit and so that men, in particular, are encouraged to take advantage of it.

The one-week extension of maternity leave was implemented by the Law of 29 December 1990. The Royal Decree of 17 October 1994 covered the conversion of maternity leave into paternity leave in the event of the death or hospitalization of the mother.

B. Agreements aiming to eliminate discrimination between men and women

B.1 CNT Agreement 38 - non-discrimination in the recruitment and selection of workers

1. Details of the agreement:

1. Date: 6 December 1983 plus amendment of 29 October 1991²³
Date of entry into force: 6 December 1983
Period of validity: indefinite
2. Parties involved:
employers' representatives: representative organizations
workers' representatives: CSC, FGTB, CGSLB
3. Type of agreement:
 - national
 - multi-industry
 - private sector
 - applicable to all workers and employers
4. Scope of the agreement: binding force limited to Articles 1 to 6 (extended by royal decree)

2. Provisions favourable to equality:

"The objective of this collective agreement is to set standards concerning the recruitment and selection of workers and to define the undertakings of the signatory parties as regards respect of a number of rules of conduct." (Article 1)

"For the purposes of application of this collective agreement, the following definitions shall apply (...):

recruitment: *all the activities conducted, either by or on behalf of an employer, in connection with advertising a vacant post;*

selection: *all the various steps undertaken by or on behalf of an employer with a view to taking on staff." (Article 2)*

"An employer who is recruiting staff may not treat applicants in a discriminatory manner." (Article 10)

"Throughout the procedure, the employer must treat all applicants in the same way. The employer may not make any distinction on the basis of personal factors when such factors have no relationship to the function or nature of the enterprise, unless legal provisions should allow or oblige the employer to make such distinction. For example, an employer may not, in principle, draw any distinction on the basis of age, gender, civil status, medical history, race, colour, ancestry or national or ethnic

origin, political or philosophical beliefs, or membership of a trade union or other organization."

"The signatories hereby undertake to use their authority in respect of their members to ensure that, as regards recruitment and selection, they respect the rules of conduct laid down in Articles 8 to 18." (Article 7)

3. Analysis and commentary:

It is worth pointing out that the provisions of the Law of 4 August 1978 on equal treatment for men and women are applicable. Any discrimination, either direct or indirect, in the recruitment and selection of workers is prohibited by law. This agreement can be seen as a reminder to employers of the need for "good conduct". Its scope is essentially symbolic, since Article 7 implies only a moral commitment on the part of the signatories. Since it does not add any obligation over and above those set out by existing legislation, it is to be regretted that the social partners did not give this agreement binding force.

Since discriminatory practices still persist in the recruitment and selection of workers (see the reports drawn up in the framework of positive actions), it is to be hoped that the social partners will make a commitment in this respect. Mechanisms for monitoring and assessing procedures for the recruitment and selection of workers could be set up and information and awareness campaigns could be conducted with respect to the parties involved in these procedures.

B.2 Collective agreements covering companies in the mortgage sector - equality between male and female workers - elimination of discriminatory provisions in collective agreements (CP 308)

1. Details of the agreement:

1.	Date: 22 March 1994 Date of entry into force: 22 March 1994 - Royal Decree of 29 June 1995 Period of validity: indefinite
2.	Parties involved: employers' representative organizations trade unions: FGTB, CSC, CGSLB
3.	Type of agreement: - national - private sector - sectoral (companies dealing with mortgages, savings and investments) - covers all workers
4.	Sector: - companies dealing with mortgages, savings and investment - +/- 50% women - the agreement covers 100% of enterprises and workers in the sector (agreement extended by royal decree)

2. Provisions favourable to equality:

"The signatories hereby declare their wish to eliminate from existing collective agreements in the sector all provisions that imply discrimination between the rights and duties of workers on the ground of their gender. (...)

Furthermore, they hereby agree to ensure that future collective agreements do not contain any provisions that might be discriminatory in this respect." (Article 2)

3. Analysis and commentary:

It was in 1990, within the framework of implementation of the multisectoral agreement of 1988, that the social partners expressed, within the Commission Paritaire, their wish to:

"enter into a framework agreement on the promotion of equal opportunities for men and women in the sector. A working party shall be set up for this purpose, with the task of examining the general possibilities in this area and

*identifying existing collective-agreement texts that need to be amended in this respect*²⁴.

Of course, this agreement makes no particular contribution, since implementation of the European directive on equal treatment by the Law of 4 August 1978 means that all direct and indirect discrimination is prohibited and all discriminatory provisions within collective agreements are deemed null and void. However, the agreement has the merit of expressing the wish systematically to eliminate all discriminatory and, therefore, obsolete provisions from current and future collective agreements.

On the same day, three other collective agreements were signed in the sector, with a view to achieving greater equality between male and female workers.

The collective agreement of 22 March 1994 on the elimination of provisions in existing collective agreements that imply discrimination between male and female workers, which entered into force on 22 March 1994 for an indefinite period

This agreement amended the sectoral agreement of 20 February 1979, which made provision for different treatment for men and women as regards additional leave for older workers. It also amended the collective agreement of 26 November 1973 as regards post-natal leave, which had been available to women workers only. This agreement made provision for this right to be extended to male workers and for a new agreement to be drawn up for this purpose (see below). This agreement was extended to all workers and employers in the sector by the Royal Decree of 23 June 1995 (MB of 12 September 1995).

The collective agreement of 22 March 1994 on the granting of post-natal leave, which entered into force on 22 March 1994, for an indefinite period

This agreement was introduced to replace previous provisions which granted post-natal leave to women workers only. This unpaid post-natal leave lasts for a maximum of one year.

"The employer shall take the worker back into the enterprise at the end of post-natal leave, on the same scale but not necessarily in the same job." (Article 5)

"The period of post-natal leave shall not be taken into account in calculating length of service in the enterprise (...)." (Article 6)

This means there are grounds to fear that male workers would be discouraged from taking post-natal leave and that these restrictions would weigh heavily, since the parents have to choose which of them is to make this "sacrifice", or would have "the least to lose" in career terms.

Although no provision has been made for any monitoring mechanism, it would be interesting to assess the impact of this agreement. One could see whether male workers were being informed of this new possibility, the gender breakdown of applications for post-natal leave and the number and gender breakdown of periods of leave granted.

The collective agreement of 22 March 1994 concerning equal opportunities for men and women, which entered into force on 22 March 1994, for an indefinite period

This agreement made provision for:

a. *the setting up of a sectoral "equal opportunities" group, whose remit would be:*

- "- to collect and process statistical material, formulated in accordance with the guidelines laid down in CNT Agreement 9, as necessary and appropriate for allowing an equal opportunities policy;*
- to analyse the information obtained, with a view to suggesting measures and recommendations to the Commission Paritaire;*
- to promote and monitor sectoral initiatives agreed in this respect within the Commission Paritaire."*

This group shall be responsible for submitting a detailed report to the Commission Paritaire at least once a year;

b. *the setting up of an "equal opportunities" group within the framework of the Works Council²⁵, in enterprises with more than 50 workers.*

This agreement was signed for an indefinite period and entered into force on 22 March 1994. It could have been included in Category A (agreements concerning equality). Nevertheless, it seemed preferable to us, for reasons of readability, to include it with concomitant initiatives taken in the sector.

C. Agreements that do not explicitly address the issue of equality but may contribute to it

C.1 Collective agreement of 16 February 1993 covering the food industry - job classification (CP 220)

1. Details of the agreement:

1.	Date: 16 February 1993 Date of entry into force: 1 January 1993 Period of validity: indefinite
2.	Parties involved: employers' representative organizations workers' representative organizations within Commission Paritaire 220 (white-collar workers in the food industry)
3.	Type of agreement: - private sector - sectoral - food industry - covers all employers and white-collar workers of enterprises covered by the Commission Paritaire for white-collar workers in the food industry
4.	Compulsory classification system for enterprises in the sector

2. Provisions that may contribute to equality:

"The term 'white-collar workers' includes both male and female workers."(Article 1)

"The current classification of jobs in the sector has been reached using the ORBA method, on the basis of the following criteria:

- *knowledge/responsibility/social skills and communication/skills and requirements/specific disadvantages." (Article 3)*

"The content of the actual job is decisive in assessing whether the job matches the reference job. The job title is merely an indication.

The jobs included in the various categories have a reference value. Jobs not included are classed by analogy to the reference jobs cited. For this purpose, it is possible to call on the classification experts of employers' and workers' representative bodies. (...)" (Article 4)

"Employers hereby undertake to introduce this sectoral job-classification system and to notify employees of the category to which they belong. This notification shall be given by means of a note on the personal file of the employee concerned, indicating:

- *the enterprise classification category, where appropriate;*
- *the category noted in this collective agreement."* (Article 5)

"Employees may appeal against the employer's classification of their job. This appeal should be brought in accordance with the procedures laid down in Annex 2 of this collective agreement." (Article 14)

3. Analysis and commentary:

The agreement explicitly states that it is addressed to both men and women. Although it would be illegal for it to do otherwise, it should be noted that such a specific statement is often the sign of at least a minimal awareness of the issue of equal opportunities.

Although greater equality in the pay of male and female workers is not one of this agreement's objectives, we feel that it is a "good agreement", in that it meets the following points of the code of conduct for job evaluation²⁶:

"job classification improves pay equality between men and women when use is made of a systematic, official procedure, that is:

- a. a programme is agreed in advance;*
- b. a monitoring commission is set up;*
- c. training is provided for analysts;*
- d. there is the possibility of appealing."*

Furthermore, the code stresses the importance of active participation by workers in the procedure, and the need for regular reviewing of classifications, which has been the case here.

In the context of the issue of equal pay for work of equal value, application of the ORBA method has the following advantages:

- analytical method;
- external method, which is therefore not subject to a power relationship that might be male-dominated;

- method based on concrete information on the tasks performed, as provided by workers themselves and by management;
- broad consideration of required skills, irrespective of whether or not the employee has a qualification.

Moreover, this agreement:

- is based on constant reviewing of the method used and classifications established;
- is important for the sector concerned, because it makes the use of classification compulsory in enterprises that previously had no classification methods (usually small enterprises);
- makes provision for an appeal procedure. In the first instance, the complaint must be made to the personnel department (concertation between worker and employer). If no agreement can be reached, a joint commission studies the case and issues a decision on the basis of purely technical criteria. There is no evidence of any wish to establish a quota system or guarantee the representation of women, although there is a woman on the commission.

In terms of equality, the following problems have been identified:

- the agreement mentions equal work and equal jobs but does not take account of the issue of work of equal value;
- the criteria used are relatively traditional (verging on the industrial) and do not take account of more overall characteristics such as attendance rates and reliability. There is also room to wonder whether, when jobs are evaluated, account is taken of the risk of under or overestimation of the services provided, because of the "enterprise culture". A "typically female" job, such as that of secretary, comprises many reception, listening and administrative tasks that are often ignored because they "go without saying". It is rare for collective agreements to contain a correct description of a secretary's tasks;

- although job classification makes it possible to set pay at an equal level on the basis of tasks, and this irrespective of gender, this does not in itself guarantee equal pay and the absence of discrimination. Equal pay requires an actual policy to promote the pay and assessment of female occupations/jobs.

In this respect, mention might be made of recent research on equal opportunities for white-collar workers in the food industry²⁷:

It is noted that, salarywise, gender still plays an important role in determining pay, and this irrespective of the criteria of length of service and level of job (J M Frère, p 110). As regards the sectoral classification of jobs, it is noted that this classification is not being applied in all enterprises. Moreover, it may be noted that some job-holders are actually doing jobs different from, and usually more complicated than their job-title might suggest. This leaves doubts about the correct application of the sectoral job-classification system. Univocal application of the job-classification system is a step towards greater uniformity of criteria for setting the pay of male and female workers. (J M Frère, p 111)

Although consideration of positive actions was concomitant (p16) with that of job classification, there appears to be no formal link between the two. As has already been pointed out in the report on Phase I of this project, positive actions remain marginal and are not integrated in general policy concerning working conditions and terms and conditions of employment.

C.2 CNT Agreement 45 of 19 December 1989, introducing leave for unavoidable reasons

1. Details of the agreement:

1.	Date: 19 December 1989 Date of entry into force: 1 January 1990 Period of validity: indefinite
2.	Parties involved: employers' representative organizations trade unions: CSC, FGTB, CGSLB
3.	Type of agreement: - national - private sector - multi-industry - non-categorical
4.	Sector: applicable to all workers in the private sector
5.	Replaces various previous agreements containing less favourable provisions. Without prejudice to more favourable sectoral or company agreements

2. Provisions that may contribute to equality:

Unavoidable reasons

"Workers are entitled to be absent from work for unavoidable reasons. Such absences shall be unpaid, unless there is a collective agreement provision to the contrary.

Unavoidable reasons shall be deemed to mean any unforeseeable event, outside work, that requires the worker's immediate and indispensable attention (...).

Unavoidable reasons shall be deemed to mean, in particular (...):

- a. *illness, accident or hospitalization of:*
 - *a person living with the worker under the same roof (...);*
 - *a relative or immediate family member not living with the worker, such as the worker's parents, children or stepchildren;*

- b. *serious material damage to the worker's property, such as damage caused to the home by fire or a natural disaster. (...)" (Article 2)*

Length of leave:

"§ 1. Absences may not exceed 10 days in any one calendar year.

§ 2. For part-time workers, the maximum period of leave for unavoidable reasons set out in § 1 shall be proportionally reduced, in accordance with their working times."
(Article 4)

3. Analysis and commentary:

This agreement recognizes the importance of granting workers some unpaid leave to deal with urgent family circumstances.

However, we should point out that workers have to apply to their employer for leave and, if so requested, explain the unavoidable reasons for such leave. In some circumstances, particularly for men, this can be a significant obstacle, since it is not traditional for men to take leave when, for example, a child is ill. In this respect, it might be interesting to conduct a survey of employers' attitudes to workers who request and/or take this type of leave.

C.3 CNT Agreement 9 concerning Works Councils - gender-specific information to be provided to the Works Council

1. Details of the agreement:

1. Date: 9 March 1972 (amended in 1974, 1981 and 1991)
Date of entry into force: 9 March 1972
Period of validity: indefinite
2. Parties involved:
employers' representatives: representative organizations
workers' representatives: CGSLB, CSC, FGTB
3. Type of agreement:
 - national
 - multi-industry
 - private sector
 - all workers and employers
4. Field of application:
enterprises covered by Section IV of the Law of 20 September 1948, that is, enterprises with at least 100 workers

2. Provisions that may contribute to equality:

Each year, employers must provide the Works Council with information on employment structure, which specifies the number of people employed, broken down by gender, age, post and department and may, at the request of the workers' delegation, specify the number of people employed on a full-time and part-time basis. (Article 5A)

3. Analysis and commentary:

It is often forgotten that enterprises with more than 100 workers have, since 1972, had to provide information on employment structure in the enterprise. This information could be provided with an equal opportunities perspective: development of female and male employment in general, by post, percentage of part-time workers, promotion and/or transfer within the enterprise.

Furthermore, as was explained in the report on Phase I, since the adoption of the Royal Decree of 12 August 1993, an annual report on equal opportunities must be drawn up and submitted to the Works Council. This could only improve the possibility of having

up-to-date information on women's situation on the labour market, at least in enterprises with 100 or more workers.

In practice, however, there does not seem to be any will to systemize this information, on the part of either employers or trade unions.

Finally, we should point out that there are more women workers in enterprises with fewer than 100 workers (53% white-collar and 29% manual*) than there are in the enterprises with more than 100 workers that are covered by this agreement (44% white-collar and 28% manual*).

* Source: INS, 1994

Conclusions

The 20 or so collective agreement provisions presented here can be deemed to be representative, despite the random collection of agreements caused by the absence of any systematic classification according to keywords. The consultation of many individuals involved in labour relations gives a certain legitimacy to the agreements selected, not in terms of the quality label but rather as agreements that are seen as being capable of providing solutions to the problem of equal opportunities for men and women. As a result, we feel this report gives a clear picture of the different types of measures that have so far been taken and will provide the social partners with some ideas for future action.

The agreements presented here are of various types. Some guarantee the implementation of regulations (eg CNT Agreement 25), or include provisions corresponding to legal prescriptions (eg agreements concerning the elimination of discrimination in the mortgage sector). Others aim to correct existing inequalities (eg agreements concerning positive actions) or cover areas that have a direct impact on equal opportunities (eg childcare). And finally, we present a few agreements that do not concern equality as such but might have a contribution to make (eg the agreement on job classification).

It emerged from our interviews and analysis of agreements that, in the majority of cases, a relatively formal approach is taken to equality issues: the elimination of discrimination, implementation of legislation, identification of "deficits" in terms of the female workforce. However, some agreements take an interesting approach, since they attempt to change practices and attitudes. We can cite the issue of paternity leave, which, although relatively formal, can help to make workers and employers aware of "parenting" as opposed to only "maternity", since men might need to take parental leave when a child is born (in case of hospitalization or death of the mother).

This report offers some ideas for consideration, so that equality can be considered as a political priority rather than of secondary importance.

The question of equality should be discussed in its entirety by the social partners. A "round table" could be organized at federal level with the regional and federal authorities, social partners as well as women's organizations, in order to set objectives and strategies in this area.

There are legal and conventional obligations that need to be fully exercised (see Agreement 25) or reinforced (Agreement 38).

The objective of equal opportunities for men and women can be achieved only if all the players involved contribute to that end, within the limits of their powers and responsibilities. The social partners have a role to play as regards achieving greater equality on the labour market. There is not just one route forward (legislation, awareness-raising, training, etc) but a whole range of instruments to be used and actions to be undertaken. The adoption of collective agreements that are favourable to equal opportunities is one method that could be used and the impact of such agreements should not be underestimated.

Footnotes

1. Anyone wanting a copy of the report should contact the European Foundation for the Improvement of Living and Working Conditions, Loughlinstown, Dublin 16, Ireland, or send their address to the Centre for European Socio-Economic Policies (CESEP), Bd Clovis 12a, 1000 Brussels; fax. 02.732.92.09
2. See also the report produced as part of Phase I of this project.
3. In this respect, see the discussion of the concept of equality in the European preliminary report to this research project: Linda Dickens and Brian Bercusson, "Collective Bargaining and Equal Opportunities in Europe: 1 Defining the Issues", European Foundation, 1996, pp 15 et seq
4. Some other structures organize the collection of collective agreements. For example, the publishing house CED SAMSON produces and publishes a collection of collective agreements signed in the various sectors. The organization VEV [Vlaams Economisch Verbond] has a database listing collective agreements adopted at national and sectoral level. These are "private" sources of information, which are therefore less accessible and have been used only secondarily.
5. As regards the question of the announcement of entry into force of the agreement in terms of non-statutory supplementary benefits, see CNT Communication 5 of 12 February 1991, and the comments under Point 3.5.2, p 36 of the Encyclopédie sur l'Egalité Juridique entre Femmes et Hommes en Belgique [Encyclopaedia of Legal Equality between Women and Men in Belgium]. The conditions of application of this provision have now been met.
6. Although, theoretically, it is no longer necessary, since the law on equal treatment for men and women covers equal pay, this agreement has the merit of being specific and of reflecting the social partners' undertaking in this respect.
7. Because of this, the past few years have seen a political will to re-open negotiations on pay composition and, more particularly, on reviewing the job-classification system. See "Séminaires sur la Problématique à Travail Egal, Salaire Egal" [Seminars on the Issue of Equal Pay for Equal Work] and the publication of a "Code de Conduite pour l'Evaluation des Fonctions" [Code of Conduct for Job Evaluation], aimed at the social partners.
8. See Encyclopédie Juridique [Legal Encyclopaedia], pp171 and 172
9. see footnote 27, J M Frère, p 107
10. Idem, pp 117-119

11. Collective agreement amended by the collective agreement of 16 March 1993, which inserted an Article 6a on the setting up of a non-profit-making association responsible for implementing the positive actions programme and managing any subsidies.
12. Groupement pour la Réalisation des Actions Positives dans le Secteur des Aides Familiales [Group for the Implementation of Positive Actions in the Family-Care Sector] - a non-profit-making association.
13. Royal Decree of 5 July 1996 and CNT Opinion No. 1.156
14. Véronique Maes and Mia Wyns, "Vrouwelijke bedienden in Antwerpse metaal bedrijven, Gelijke kansen?", HIVA, Louvain, 1993; and Rien Van Mensel, "De arbeidsters in de Antwerpen metaalbedrijven, Een onderzoek naar de interne arbeidsmarkten van bedrijven", HIVA, Louvain, 1995
15. These criteria do not appear to be in question. We should point out that this survey also indicates that women are more loyal to their employer, with only 4% of women workers considering leaving the enterprise for which they work.
16. Which corresponds to approximately BFr 1 thousand million per year.
17. "Weer een uurtje uit, met Oma of Opa op de fiets", V Maes, M Wyns and P van der Hallen, HIVA, KUL, 1992
18. "La garde des enfants du personnel des grands magasins" [The childcare arrangements of staff of major stores], JC Deroubaix, Institut de Sociologie, ULB, 1992
19. "Menace sur ... le fonds des équipements collectifs" [The Collective Facilities Fund under threat], in *Syndicaliste CSC*, 25 April 1995, pp 10 et seq
20. Unofficial translation of the original Dutch text.
21. Stoeckel, Lévy and Minn cases.
22. Provisions which, in the light of the Minn case, could inspire ONEM, which had considered nightwork to be suitable for a single woman with a dependent child.
23. Introduction of the principle of non-discrimination in the framework of the recruitment and selection of foreign workers.
24. Collective agreement of 13 March 1990 concerning implementation of the national multi-industry agreement of 18 November 1988
25. Or, should there be no Works Council, in concertation with the union delegation. This group must be a joint group.

26. "Un code de conduite pour l'évaluation des fonctions dans le cadre d'un salaire égal pour un travail de valeur égale" [A code of conduct for job evaluation in the framework of equal pay for work of equal value], published on the initiative of the office of the Ministre de l'Emploi et du Travail responsible for equal opportunities policy, 1994, pp 10 et seq
27. Jean-Maurice Frère, "Recherche sur l'égalité des chances pour les employés de l'industrie alimentaire: interviews d'employés masculins et féminins" [Research on equal opportunities for white-collar workers in the food industry: interviews with male and female workers], HIVA-RIAT, Louvain/Brussels, 1996. See also "Chercher la femme: enquête auprès des responsables du personnel" [*Chercher la femme*: survey of personnel managers], Bert Denis et al, HIVA and RIAT, September 1995

Note: Photocopies of annexes may be requested from:

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