
Equal opportunities and collective bargaining in the European Union

Selected agreements from France
Phase II

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EUROPEAN FOUNDATION
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by

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SUMMARY

The objective of this second phase of research into collective bargaining and equal opportunities in Europe is to illustrate the role of equality between women and men in French collective bargaining on the basis of an analysis of certain sectoral and enterprise agreements.

To achieve this objective, the group leading the research suggested using a typology of agreements based on the conceptual approach that had been employed in the first phase. The application of these guidelines enabled the agreements to be placed in two categories:

- agreements that are "good of themselves" (including self-declared "equality agreements" and "anti-discriminatory agreements");
- agreements that are "good in context" (ie those that comply with EC equality law).

As the Phase I report indicated, it was not easy to apply this typology strictly to the situation in France; this was because questions of equality between women and men do not feature high on negotiating agendas, despite the existence of legislation urging the social partners to tackle the issue. Selection was therefore based on a broad interpretation of the notion of "good equality agreements".

As for the first category of agreements that are "good of themselves", 7 out of a total of 28 enterprise agreements complying with the law on equality at work have been examined and analysed. We established a kind of equivalence between French-style equality plans and good quality agreements meeting European standards.

These are agreements that have been concluded since 1990, and their provisions came closest to indicators permitting them to be characterized as "good equality agreements". The report seeks to highlight the limitations of these agreements with regard to the issue of equality as defined by EC statute and aspect of their content (often exclusively focused on training), and the absence of firm commitments, assessment of impacts or a definition of notions employed.

As for the second subcategory of agreements that are "good of themselves", that is to say "anti-discriminatory" agreements, we were unable to identify an agreement that fitted this definition despite all our investigations. We felt that the trend to revise women-only clauses in sectoral agreements in order to ensure that they complied with equality legislation could, given a broader interpretation, produce provisions similar to anti-discriminatory clauses. This is only true of some very formal clauses in a few occupational sectors (approximately 10 per year). However, they point to the concern that the social partners and the government have for equality when agreements are revised or extended.

Lastly, to illustrate "good in context" agreements, we have not been able to make use of references to EC law as they do not appear as such in French agreements. We have instead carried out a systematic analysis of enterprise and establishment agreements published in "Liaisons Sociales" between 1 January 1995 and 31 March 1996. From these agreements, we selected those (11 in all) that contained the notion of the "reconciliation of work and family life" or equivalent terminology. We characterized agreements that stressed three closely correlated objectives as "good agreements" capable of contributing to equal opportunities between women and men; these three objectives were the enterprise's interests, the improvement of employees' conditions of employment and job creation. On the basis of this rigorous selection, we rejected agreements in which conciliation measures aimed at reducing the workforce or where they appeared to introduce flexibility measures. Four agreements met our criteria and were studied on the basis of their preambles and content.

Given the extent to which we have departed from the Concept Report, we do not claim that this selection enables the agreements quoted to be characterized as "good equality agreements". We believe we have gathered together all the guarantees so as to be sure that they are representative with regard both to the Ministerial services with responsibility for collective bargaining and women's rights, and to the social partners kind enough to reply to our survey and grant us an interview (CFDT and CGT). We think that these agreements betoken the absence of an "equality at work" component in collective bargaining in France, and its dilution, even distortion, within matters that are deemed to have priority (eg employment, working time and training). This situation confirms the hypothesis we formulated in the Phase I report that "there is a danger that any move by negotiators to ignore structural inequality may result in it being reproduced by the agreements themselves (...) equality bargaining is not in itself virtuous; it can also emphasize the gender division between work and family life".

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List of acronyms and abbreviations

CEEP: Confédération Européenne des Entreprises Publiques [European Confederation of European Enterprises]

CFDT: Confédération Française Démocratique du Travail

CFTC: Confédération Française des Travailleurs Chrétiens

CGC-CFE: Confédération Générale des Cadres-Confédération Française de l'Encadrement

CGT: Confédération Générale du Travail

CGT-FO: Confédération Générale du Travail-Force Ouvrière

EDF: Électricité de France

ECJ: European Court of Justice

ETUC: European Trade Union Confederation

LS: Liaisons Sociales

MSA: Mutualité Sociale Agricole

SNB: Syndicat National des Banques

UNICE: Union des Confédérations de l'Industrie et des Employeurs d'Europe [Union of Industrial and Employers' Confederations of Europe]

I. Introduction

According to the Concept Report, which defines the main aim of this research¹, "examples of good collective agreements in respect to equal opportunities are to be collected and analysed". It will also identify the good collective bargaining practice on equality which will be studied in Phase III.

The notion of "good agreements" used by the research group is broad and formal. It is broad insofar as it is acknowledged that the notion of equality between women and men embraces considerable conceptual diversity (equality of opportunities, salary and achievements), and formal in that the collection and selection of agreements is based at this stage on their content rather than their implementation. This would involve surveys of negotiators, and it will be carried out in the course of the third phase of the study, with sectors and enterprises examined as illustrations of good practice.

No single definition of the notion of good agreements emerges from this approach, but rather a series of common indicators enabling the researchers to select agreements and group them into two categories: those that appear to be "good in themselves" and those that appear to be "good in their context". Agreements that are "good in themselves" are divided into two subcategories: those that are explicitly equality agreements and those that, without being self-declared equality agreements, contain provisions for combating discrimination.

Transposing this typology to the case of France is not easy. As the Phase I report of the study showed, there are equality plans which are enterprise agreements negotiated in compliance with the Law of 13 July 1983 on equality at work, and there are also general, sectoral, enterprise and establishment collective agreements which may contain formal clauses relating to equality and/or non-discrimination.

To meet the needs of the study and, as far as possible, match the framework we have employed, in the first category we have placed the agreements that are "good in themselves", that is to say job equality plans that correspond to self-declared equality agreements.

As for the second subcategory, French agreements do not contain any "anti-discriminatory" agreements in the sense used by the research group, in other words agreements that seek to fight current discrimination, combat past discrimination, rethink the system involving burden of proof, and control compliance by focusing specifically on indirect discrimination or the discriminatory effects of apparently neutral provisions. Such references to discrimination are contained in equality and general agreements, but are not covered by specific agreements. On the other hand, since France was condemned by the European Court of Justice (ECJ) in 1988²,

¹ Bercusson Brian and Dickens Linda (1996), *Equal Opportunities and Collective Bargaining*, 1. Defining the Issues, European Foundation for the Improvement of Living and Working Conditions, Dublin.

² *Commission v France*, Case 312/286 (25 October 1988) ECR p. 6332.

there has been a trend to revise provisions focusing on women in order that they conform to/are in accordance with equality law. We have considered that, broadly speaking, these agreements could partly correspond to the second category of agreements that are "good in themselves" because of their anti-discriminatory dimension, and we decided to take account of this shift towards revision by referring to a few examples of clauses contained in these agreements.

As for the "agreements that are good in context", these complied with EC equality legislation and complemented it or improved on it. French agreements do not contain clauses that specifically refer to EC equality law, and we therefore opted to study a sample of enterprise agreements published in the "Liaisons Sociales" between 1 January 1995 and 31 March 1996. We have studied the equality dimension in these agreements through clauses dealing with the interface between working and family life, and have characterized them as agreements capable of contributing to equality between women and men.

II. Sources and methodology

Under the terms of Article L-132-10 of the Labour Code, "collective agreements, together with their amendments and annexes, are registered with the Minister responsible for labour by 'the more diligent party', and, as far as agricultural jobs are concerned, with the Minister dealing with agriculture". This registration is carried out with the Departmental Directorates of Labour and Social Affairs in the area where the parties have reached their agreements. Sectoral agreements are systematically passed on and analysed by the services of the Ministry of Labour and Social Affairs. Every year, they form part of an annual review of collective bargaining published in "Documentation Française".

The sources used within the framework of this research are threefold:

- Equality agreements have been collected by the Ministerial services dealing with women's rights. The Mission Égalité Professionnelle is responsible on behalf of these specialized services of the Ministry of Labour and Social Affairs for examining company documentation for references to equality at work; there are 28 enterprise agreements and one sectoral framework agreement (covering the plastics industry). We have also made use of research carried out by the Working Group of the Conseil Supérieur de l'Égalité Professionnelle [Upper Council for Equality at Work] into "action on equality at work in occupational sectors, enterprises and establishments" (January 1996)³.
- The "anti-discriminatory" agreements derive from consultation of the Ministry of Labour and Social Affairs database used to produce the annual collective bargaining reviews. These are sectoral agreements from which we have extracted trends and important examples of the review of provisions relating particularly to women.
- In order to identify "good in context" agreements, we studied all the agreements published in "Liaisons Sociales" between 1 January 1995 and 31 March 1996, and put together a sample of eleven agreements based on a study of clauses dealing with the reconciliation of working life and family life. They are enterprise and establishment agreements.

³ Conseil Supérieur de l'Égalité Professionnelle (1996), Report of Working Group into "quelles actions pour l'égalité professionnelle dans les branches professionnelles, les entreprises et les établissements?", Document Droits des femmes, Paris.

These documentary approaches have been completed by a series of interviews requested by post with the services responsible for reviews of collective bargaining at the Ministry of Labour and with the social partners (cf the questionnaire in the annex to the Phase I report). Two trade unions representing employees (CGT and CFDT) replied and were interviewed for an hour. Neither of them was able to refer us to "a good equality agreement" in the sense used by the research report. These meetings took the form of informal discussions on the study, rather than true interviews in the scientific sense of the word; this was either because our interviewee did not think she had any data on the subject (CFDT), or because the CGT interviewee had not had enough time to carry out sufficient research within the Confederation. Nonetheless, the interviews did support the hypothesis that the issue of occupational equality did not feature high on negotiating agendas:

We have to keep fighting to make sure the issue is not forgotten; there is no equality component in negotiations (CFDT).

There is a huge gap between the law on negotiations and reality (CGT).

III. Study of the agreements

The study of the agreements is organized on the basis of a structure determined by the research group:

- seven equality agreements: these are enterprise agreements in the category of agreements that are "good in themselves" insofar as they explicitly declare themselves as dealing with equality at work, and are designated in French labour law as job equality plans between women and men complying with the Law of 13 July 1983;
- the study of anti-discriminatory agreements, or more accurately of anti-discriminatory clauses in sectoral agreements, takes account in broad terms of trends in equality bargaining in occupational sectors based on annual collective bargaining reviews. These clauses are listed every year, and specifically in 1994, in about ten occupational sectors;
- agreements that are good in context: four enterprise and establishment agreements have been examined and analysed under the heading "Reconciliation of work and family life".

As the Concept Report recommended, the emphasis has been placed on the quality of the agreements as regard equality. Furthermore, as it was impossible to check whether fixed-term agreements were still in force, or had been revoked or updated, we have focused on the most recent agreements.

1. *Equality agreements*

As we indicated in the Phase I report, job equality plans decided upon concluded between 1983 and 1996 have been (extensively) analysed in detail (cf the Bibliography in the annex to Report I). As only 28 agreements were chosen, we stressed the convergent nature of analyses on the small amount of equality bargaining. They were mostly fixed-term agreements with the possibility of renewal following evaluation. As no information on the renewal of agreements was available, we opted to analyse agreements signed since 1990 on the assumption that they were more likely to be still in force.

We rejected one agreement submitted by the Services des Droits des Femmes [Women's Rights' Services] as an equality agreement. This agreement, signed by the State and the Plastics Industry Federation on 3 October 1995, was withdrawn on the grounds that, while dealing with equality at work between women and men, it was not a collective agreement in the meaning of French law or the Maastricht Social Protocol: it had not been signed by the employers' federation and the trade unions, but with the public authorities.

Accordingly, we decided on a presentation in the chronological order that they were adopted:

ÉRULEC, 1990

SÉPROSY, 1991

BELIN SA, 1991

HAPPICH, 1991

MUTUALITÉ SOCIALE AGRICOLE DU FINISTÈRE, 1991

MANDUCHER, 1993

SEGAFREDO-ZANETTI, 1996

NB: The full texts of these agreements appear in a document attached to this study.

CASE STUDY: ÉRULEC

A Identification of the agreement

The Érulec agreement is an enterprise agreement concluded by the Works Council on 1 March 1990. It came into force after it was registered with the Departmental Directorate of Labour. It is a fixed-term agreement which provides for an amendment every year to specify the practical ways in which it will be implemented.

The agreement covers a micro-electronics enterprise sited in a rural area. It has 114 employees, of whom 78 are women (58% of the workforce).

B Characteristics of the agreement

The Érulec agreement is an equality agreement that complies with the Law of 13 July 1983 on equality at work. The preamble of this framework equality agreement states:

It expresses the wish of the signatories to acknowledge the legitimate right of female staff to work on the basis of equal rights and duties with the enterprise's male staff, and to provide the conditions for this by taking account of women's social functions and by enabling female staff to perform them better.

The agreement aims to investigate the inequalities that affect women in job access and their general conditions of employment, and to implement any measures that may prove necessary to remedy this.

A person nominated by the Company's Managing Director has responsibility for following up on the implementation of measures recommended by the equality plan, making proposals and producing an annual report.

The Érulec agreement contains no definition of the notions of equality to which it refers, and instead reproduces the provisions set out in the law. It contains no reference to the notion of discrimination, and simply refers to the existence of undefined forms of inequality. It does, however, refer to "women's social functions", the fulfillment of which it seeks to facilitate. It implicitly suggests that this is a question of facilitating the exercise of the role of mother, but says nothing of the effects of this role on women's jobs in the enterprise.

However, although the agreement takes note of the current situation, and undertakes to listen more closely to "women's needs", "their behaviour with regard to employment" and "their ability to hold responsibility posts", it does not contain any measures aimed at changing social gender relations of which it appears to be unaware. It seems to be more of an agreement (for women) than an equality agreement, and tends to codify the division of roles between men and women instead of combating it.

C Content of the agreement

The Érulec agreement contains only four sections: the work/family interface, job access, training and promotion.

(a) The work/family interface

The agreement provides for:

A projected plan for improving the link between women's working and family lives; this will focus, through collaboration with female staff, on:

- the installation of rest rooms and facilities for eating meals and resting;
- the work/family interface for young women and mothers; work in this area will be carried out in collaboration with local representatives within the framework of the children's plan (p 3).

The planned measures in the agreement are not defined with any precision; the philosophy is one of "mothers-children" measures, and they do not deal with the work/family interface for all staff.

(b) Job access/occupational segregation

- **Job advertisements:** the agreement provides for special attention to be given to both internal and external job advertisements:

they shall be drafted in such a way as to provide a clear definition of the tasks to be performed, thereby enabling women to determine whether they wish to apply (p 2);

advertisements will be worded using a neutral formulation, and shall in every case indicate that, because of the nature of the job, it may be filled by a man or a woman (p 2).

- **Training:** the agreement provides that women's particular needs shall be examined in the context of the preparation for a training plan. Both women employees and supervisors shall be provided with specific information. The enterprise also undertakes to provide promotion training for women who volunteer and have the skills for responsibility posts.

These clauses contain no detailed or numerical definition of the people who might be affected.

- **Promotion:** the agreement provides for the production of a study of the causes of women's slow rates of promotion; this will contribute to an investigation of promotion opportunities.

With a view to accelerating women's access to responsibility posts during the life of the equality plan, management is urged, on the basis of opportunities and equality of skills with male employees, to give preference to female staff when appointing to vacancies.

This is a clear invitation to management, but there is no definition of the notion of equality of skills.

The agreement contains no information on working time, pay discrimination, culture or organizational structures.

Conclusion: using the analytical grid we are employing in this study, the Érulec agreement is a job equality plan that is decidedly lacking in detail with regard to content: the planned measures are imprecise, the objectives contain no numerical detail, and there is no fixed time limit. As far as principles are concerned, it is more like a plan for women, particularly mothers, than a move in the direction of equality between women and men as defined by EC law.

CASE STUDY: SÉPROSY

A Identification of the agreement

The Séprosy agreement is an equality agreement concluded in compliance with the law on equality at work, and has come to be known as the "Charter for equality". It was signed on 25 January 1991 by company management and trade union representatives from the CFDT, CGT and CGC. The conclusion of the agreement was preceded by the setting up of a working group on equal opportunities for women and men in their working lives.

Séprosy manufactures plastic packaging and employs 587 people, of whom 97 are women (16.52% of the workforce).

It is a two-year fixed-term agreement.

B Characteristics of the agreement

The Séprosy agreement aims to:

define concrete measures that will be implemented to provide both women and men with equal access to current and future jobs and functions. (Preamble)

An Equal Opportunities Committee was set up on 1 January 1991. It consists of one representative from each representative trade union per establishment, and five women from the staff at each of the enterprise's establishments and nominated by the female employees (3). The Committee has the task of identifying priorities and setting out a timetable for resolving problems, following up on the implementation of the Charter, and reporting on its work to the company's Works Council.

The agreement does not define the notion of equal opportunities to which it refers, and makes no reference to the notion of discrimination. It talks of "more dynamic management of female staff".

C Content of the agreement

Questions relating to the work/family interface and pay discrimination are not covered. The agreement focuses on measures for providing internal access to jobs in the company.

(a) Job access/occupational segregation

- **Job advertisements:** the agreement urges an improvement in the diffusion and publication of vacancies by stating the type of skills required for each job and the specific conditions of employment (§ II). It encourages women to make known their aspirations in respect of career track, but does not state exactly how they should do this.

- **Training:** the agreement sets out a number of measures under this heading:
 - comprehensively approaching the female staff over a period of three years;
 - encouraging women to volunteer for training;
 - seeking out skills-training schemes for female staff whenever possible;
 - ensuring that constraints relating to availability of all types of training are observed so that women are not excluded.

The agreement is silent on how these recommendations should be implemented: who is responsible for them, how they are to be carried out and when, and what the impact of these training programmes will be on women's employment position in terms of promotion.

(b) Working time

The Séprosy agreement contains a section on the organization of working time and conditions. It provides for:

research to be carried out into all new forms of organization, thereby enabling female staff to identify jobs that may be worked part-time.

As for working conditions, the agreement undertakes to look into job designs so as to make them accessible to women (minimum of two per year). This is the only issue in which they committed themselves to a figure.

(c) Culture/organizational structures

The agreement contains two sections which relate to specific ways of organizing action in the company:

- actions on the environment: drawing the attention of service-providing and temporary staff agencies to opportunities for seconding female staff whenever the work allows;
- in the context of partnership relations with local and national training bodies, pushing for the training of female staff;

- role of management: management has a positive and important role to play in successfully working towards equal opportunities; managers will therefore be closely involved.

These provisions should certainly appear in the agreement, but they do not contain any precise indication either of how managers are to be involved (no provision is made for training schemes), or of how the measures are to be followed up and assessed.

Conclusion: the Séprosy agreement is a framework agreement; it sets out a number of equal opportunities recommendations that are clearly focused on improving the way female staff are managed. These recommended measures are very imprecise in terms of implementation and the effects they will have on women's employment situation when they are finalized.

CASE STUDY: BELIN SA

A Identification of the agreement

The Belin agreement is an enterprise-level agreement that complies with the law on equality. It was signed on 25 January 1991 by management and three trade union representatives from the CFDT, CGT and CGC. It was signed for an initial period of two years and was renewable. It also provided for a meeting between the parties when the agreement expired, and an annual report to the company's Works Council.

Belin manufactures biscuits, and employs 1500 people in two geographically separate sites. Women account for 50.4% (760) of the workforce.

B Characteristics of the agreement

The agreement covers all female staff employed by Belin, and contains two framework measures which seek to:

define actions and measures aimed at facilitating the retraining and skills-training of female staff and adapting them to changes within the enterprise, and to providing them with equal access to jobs and functions in the future. The agreement also aims to make the necessary alterations to work organization and conditions of employment so as to take account of the constraints specifically affecting female staff. (Preamble)

Prior to the signing of the agreement, a comparative study was carried out of the general conditions of employment of women and men working at Belin; this revealed that women workers had the lowest pay "coefficients" in the company. This outcome was interpreted as follows: "women do not currently occupy technical and managerial posts because they arrive on the labour market with little training, and this is hardly ever suited to technical areas of work". The agreement concluded that it was therefore necessary:

"that training programmes designed to improve equality at work in the future should be aimed mainly at the training and promotion of women".

C Content of the agreement

In view of what was said about the statements and analyses prior to the adoption of the Belin agreement, it is not surprising that it contains only one section on training.

(a) Job access/gender segregation

- **Training:** training constitutes all of the Belin equality plan. It is aimed at women working in processing, and provides for them to be trained up to be operator-adjusters. Access to training is subject to an assessment by training managers who will evaluate the women's ability to undergo training.

Each year, the training prepares 12 women for the CAP (Certificat d'aptitude professionnelle - Vocational Training Certificate) in operating automated processing machines.

In addition to this training scheme, the agreement provides for women supervisors to receive technical training to enable them to attain the level of technical skill required for their jobs.

Lastly, to enable their women employees to organize their affairs with as little inconvenience as possible, the company has decided to bear childminding costs for the nights when operators are at work and obliged to be away from home to attend training courses, and the hire of a car when the staff vehicle is in use (Article 7 of the agreement).

The agreement says nothing of the impact of these training programmes on women's conditions of employment: will they be automatically promoted, or only if they pass their examination?

Conclusion: the Belin agreement is characterized as a job equality agreement for women and men, but its content rather suggests a training agreement for a group of women workers threatened by developments at the workplace, and in particular by changes (automation) in processing.

CASE STUDY: HAPPICH

A Identification of the agreement

The Happich agreement was signed on 9 June 1991 by management and the (female) CFDT delegate. It has a minimum duration period of two years, at the end of which the parties agree to look into the possibility of a new agreement.

The agreement covers all female staff; the company manufactures motor car features (sun roofs) and employs 320 people, of whom 191 are women (59.6% of the workforce).

The Happich agreement was signed in compliance with the law on equality at work, on condition that the company obtained a State subsidy to cover 50% of training costs, 30% of trainees' pay, and 30% of the extra cost of investment linked to new conditions of employment.

B Characteristics of the agreement

The Happich equality plan is formulated in the context of:

technical and structural developments leading to major changes in job content. (Preamble)

It aims to:

enrich the work of skilled manufacturing workers through developing skills in the jobs on offer, and to make it possible to promote female staff in all socio-professional categories in other sectors.

(Preamble)

A Job Equality Committee has been set up. It is chaired by the Managing Director, and consists of technical and staff managers, the trade union delegate and two female skilled workers. It meets at least once a year to deal with information and consultation on matters relating to the implementation of the agreement (Article 3). It also produces advice notes that are forwarded to the Works Council.

The agreement provides for a series of statistical studies designed to discover more about the men/women distribution in the company and manage it better, and to acquire more information on women's absenteeism, a factor that is given as one of the main reasons for women making slow progress in their career tracks (Article 5).

The agreement contains no definition or analysis of the term "equality at work" which it uses, and makes no reference to discrimination or inequality.

C Content of the agreement

It is organized exclusively around the section devoted to job access and gender segregation. Other issues raised by the study grid are not tackled.

(a) Job access/gender segregation

Under this heading, the Happich agreement deals with four themes:

- hiring,
- training,
- careers and pay,
- women's conditions of employment.

- **Job access:** given that 47.6% of female employees are on the lowest pay grade, one of the agreement's recruitment objectives states that priority should be given to hiring women for a given job on the basis of equal value and skills (Article 4).

Notwithstanding, the agreement contains no definition of the concept of equal value, and fixes neither the number of people to be recruited nor the time limit.

- **Training:** the agreement notes the difference between the number of training programmes followed by women and men. It concludes as follows:

to encourage female staff to enjoy the same number of training hours as male staff and to achieve a significant levelling off, an additional quota of paid training hours needs to be released, bearing in mind the stated and foreseeable shortfall and the necessary levelling off. Under the credit scheme, the accent is on the quality of the training programmes received by female staff, and on the appropriateness of the training both to the perspectives set out in the enterprise's medium-term plan and to the needs voiced by employees. (Article 4, b)

Apart from general remarks, the agreement says nothing about the kind of training, the volume, the recruitment criteria, the number of trainees or the impact of the training on their position in the company.

- **Career tracks:** the signatories to the agreement agree to continue with the implementation of actions designed to improve women's career tracks, but the document does not refer to any planned actions, or to any time limits, or to how they might be carried out.

- **Conditions of employment:** the agreement states that conditions of employment demand a detailed and rigorous study of the technical and organizational characteristics of the work place and of how staff really perform their jobs (Article 4, d). However, it makes no commitment to a precise programme.

Conclusion: the Happich agreement makes a number of statements on the slow progress that women make in the company, but is far from explicit about how it proposes to resolve these problems. It appears from the information gathered by the Women's Rights' Services that training schemes have been provided for some women workers, with a financial contribution from the State. The agreement seems to be a formulation of management proposals concerning the adaptation of manual workers to developments within the company, rather than a real equality agreement in the sense used by the study.

CASE STUDY: MUTUALITÉ SOCIALE AGRICOLE DU FINISTÈRE
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A Identification of the agreement

The Mutualité sociale agricole du Finistère agreement was signed on 9 June 1991 by management and trade union delegates representing the CFDT and CFTC. It was signed for an initial period of three years, renewable following a review.

The Mutualité sociale agricole (MSA) is a *mutuelle* [private complementary benefit medical insurance society] that administers the social protection of people working in agriculture. This *caisse départementale* [Departmental Fund] employs 410 people, of whom 290 are women (70% of the workforce).

The agreement is unique in having been preceded by an internal investigation undertaken by the CFDT section. This was followed by an audit carried out by an outside body specializing in the study of women's employment and working conditions; it looked into "equality at work and forward-looking job management".⁴ Negotiators therefore had at their disposal a preliminary analysis of women's and men's conditions of employment at MSA, and a series of recommendations urging them to negotiate a job equality framework agreement. There were negotiations lasting two years before the agreement currently under examination was formalized.

B Characteristics of the agreement

The MSA agreement has several features that distinguish it from other equality plans, and which characterize it as a "good job equality agreement":

- it is the outcome of the joint endeavour that marked work before (the study), during (negotiation of the agreement) and afterwards (implementation and follow up); in this respect, it forms part of the compulsory annual negotiations (Preamble);
- it provides a link between the moves towards equality at work and forward-looking job management, two factors which the agreement sees as inseparable:
 - it became clear that the job equality plan could only succeed if it was incorporated in a more global move towards forward-looking job management, and that the latter could only have any relevance if it in turn integrated the demand for equality at work;

⁴ Céraf (1990), *L'égalité professionnelle et la gestion préventive de l'emploi à la Mutualité sociale agricole du Finistère*, Rennes.

- it contains a series of measures designed to ensure that it is applied and adhered to:
- a memo sent to service managers sets out the rules of behaviour relating to departure on training courses, long-term absences, adjustments to part-time jobs and the circulation of information. The aim of these rules of conduct was to reduce disparities of treatment between men and women;
- in most cases, it was a matter of drawing attention to the dangers of discrimination that flow from apparently neutral decisions;
- it was agreed to carry out detailed studies in order to reach a rapid decision on the management posts that could be done by women, and the women volunteering to fill them. A procedure for identifying potential jobs was put in place with a pre-arranged time limit and specified ways of working (Article 2);
- supplementary agreements can complement the framework agreement and define accompanying measures more precisely;
- a consultation and follow-up procedure was established through the setting up of two structures: a plenary Equality Committee made up of representatives of the various occupational categories, trade unions and management, and which meets at least once a year to review the plan and identify projects; and a smaller Equality Committee consisting of four management representatives and three shopfloor representatives nominated by the trade unions. The latter committee meets as often as required to implement the plan and the memo (attached).

C Content of the agreement

The objectives of the framework agreement focus on the promotion of women in the company. To achieve this aim, it contains three areas of intervention: raising skills levels, giving women access to management posts, and job diversification.

(a) Job access/gender segregation

- **Raising skills levels:** the agreement guarantees equal access to training by ensuring that all actions are aimed at staff in all departments and by taking account of the percentage of women in each one (Article 1.1.1). A quarterly report by department and gender is provided by management. The same measures are made available to part-time employees.

Of the measures providing equal access to promotion, the agreement makes it clear that maternity and part-time working must on no account be discriminatory factors in career development, in respect of either promotion or upgrading. Corrective measures are planned and quantified:

management undertake to promote six of the most skilled women workers on coefficient 132 to the rank of supervisor (coefficient 140). This measure can be repeated each year if the jobs classification is not altered. (Article 1.1.3)

- **Giving women access to management posts:** management undertake to promote a proportion of women at least equal to their representation among supervisors and white-collar staff. Advantage must be taken of the introduction of a pre-retirement plan in order to hasten the re-balancing of men and women in the company. (Article 1.2)

- **Job diversification:** the MSA has commenced a study into a new way of organizing services relating to the computerization of the *feuille de soins* [official record of medical treatment] and the emerging needs of the rural population; in this context, it has undertaken to involve the Equality Committee and examine the problems of equality regarding jobs and skills. (Article 1.3.1)

Lastly, in order to give women access to new jobs, management undertakes to set up training programmes and ensure that women are represented pro rata.

Conclusion: what characterizes the MSA equality agreement is the detail and firmness of its undertakings in respect of promoting women. The move towards equality is a move towards correcting the situation of women within the firm. This move is seen as a precondition for other equality measures which can be dealt with in supplementary agreements. Other issues are not covered in the agreement

CASE STUDY: MANDUCHER

A Identification of the agreement

The Manducher agreement was signed on 12 March 1993 by management and the trade unions CGT and CFDT. Manducher processes plastic materials for motor cars and the manufacturing industry. It employs 2167 people, of whom 625 are women (29% of the workforce). Manducher is part of the European group Eurotec, Europe's leading supplier of plastic parts for the automobile industry.

The preamble states that the agreement forms part of Manducher's social policy, the backbone of which is a job classification agreement signed on 3 July 1991. It also admits to having been strongly inspired by an experiment in an establishment in the Burnhaupt group where "the only available people who could be employed in the new factory were the long-term unemployed - women who had never worked or who wished to return to work after a long break".

The agreement was signed for an initial period of two years, at the end of which the possibility of a permanent agreement would be examined. (Article 2)

B Characteristics of the agreement

The Manducher agreement provides for the appointment within the company of a job equality coordinator (male or female) whose job it is to provide employees with information on the plan and its implementation, to become involved in spreading the commitment in other enterprises, to suggest action and to coordinate.

The agreement also provides for the appointment of job equality "unity" correspondents in each establishment. These correspondents are nominated by establishment managers after receiving advice from staff representatives and trade union and equality delegates.

An annual review of actions forming part of the plan is carried out at establishment and enterprise level.

The signing of the agreement was preceded by a series of reports on the eight sites belonging to the enterprise. Following the publication of these reports, the agreement concluded that:

at the present time, women rarely occupy technical and managerial posts because, for historical, family and cultural reasons, they arrive on the labour market with poor training that is ill-adapted to employers' demands and is hardly ever suited to technical work. (Title III)

The agreement concludes from this that actions on equality must focus mainly on information, training and promotion for women.

The issues of inequality or discrimination are not raised in the agreement.

C Content of the agreement

(a) Job access/gender segregation

- **Recruitment and mobility:** the objective of the plan is to move towards "greater equality between men and women in the various occupational groups through internal recruitment and mobility".

To achieve this, the agreement provides for men and women to have access to posts where they are currently under-represented, but it does not state how this was to be achieved or what deadline would apply.

It urges managers to check that job advertisements are not discriminatory, and that promotion rates are the same for men and women assuming equivalent competences, skills and functions. However, it contains no definition of the notion of equivalence to which it refers.

- **Training:** training programmes under the agreement consist of information packages on jobs in the plastics industry; they are given to all company employees to encourage them to undergo skills training schemes. Women's access to technical and managerial training is encouraged and intensified in the context of new skill areas created by the agreement on job classification. The agreement does not indicate how this is to be done or within what time limit.

Conditions of employment: the agreement provides for a series of measures relating to pregnancy and maternity (changing job from the fourth month of pregnancy with no loss of pay, early departure, keeping in touch with events in the enterprise during maternity leave, interview at the end of parental leave).

If the child is ill, the agreement provides for an opportunity to make up hours not worked in order to continue to qualify for the attendance bonus!

The agreement also deals with:

improving conditions of employment in order to mitigate the arduous nature of jobs and thereby promote access to these posts for the majority of employees.

Provisions relating to conditions of employment essentially concern the carrying out of family responsibilities: mother-child or parental measures (sick child, parental leave).

Conclusion: in general terms, the agreement is very vague about the content of the measures and ways of implementing them. There is a marked contrast between the structures dealing with the question of equality at work and the general, overall, rather vague nature of the measures.

CASE STUDY: SEGAFREDO-ZANETTI

A Identification of the agreement

The Segafredo-Zanetti agreement was signed on 19 January 1996 by management and the CFDT representative. Segafredo is in the business of roasting and marketing coffee.

It employs 320 people, of whom 123 are women (38% of the workforce), but the agreement states that it covers only the site at Sotteville-les-Rouen, and 37 people in all (40% of the workers employed there). More accurately, it covers the skilled (female) manual workers (20 employees) and 17 administrative staff.

It is a job category and site agreement linked to the development, even the disappearance, of unskilled jobs following the introduction of technical changes.

The agreement was signed for an initial period of two years; it can be renewed at the end of this period after a review.

B Characteristics of the agreement

This equality plan includes a "rescue plan" dimension for women working in the company's industrial and administrative sectors whose jobs are directly threatened by the change. It is a training plan for women designed to give them the new skills required for work on the production lines.

C Content of the agreement

The agreement is divided into two types of actions on training-special skills: one for female manual workers in the industrial unit, the other for white-collar staff on the administrative and marketing side.

The first type is an intensive form of training aimed at raising skills levels, and is rounded off by technical adjustments to the processing workshop lines in order to remove the physical obstacles to women working there.

As for the administrative sector, the aim is to train a group of women to move over from administrative posts to marketing.

Conclusion: the agreement is restricted to training, and is more of a social plan than a job equality plan.

Some remarks on equality agreements:

A study of equality agreements concluded since 1990 demonstrates the wide range of practices carried out by the social partners under the terms of the law on equality at work between women and men. This study confirms an observation we made in an earlier evaluation published in "Documentation Française".⁵ The absence of a definition of the concept of equality at work, and of precise indications in the law, enables economic actors to direct these processes in such a way as to meet their human capital needs, at the same time benefiting from the windfall effects brought by State aid to training.

From a formal point of view, most agreements are in the form of management proposals rather than ideas emerging from active, healthy negotiations. They are more in the nature of training and social plans than equality plans for women and men.

Basically, contents are limited to a few training programmes whose implementation and impact on women's conditions of employment are not very explicit. References to equality and discrimination are rare and they are never defined. The differences between women and men are observed with varying rigour, and the causes are always ascribed to factors outside the enterprise. Lastly, the recommended measures are vague and provide little in the way of restriction and, with a few exceptions, managements refuse to make commitments in respect of objectives and precise time limits.

In most cases, the plans are seen as measures affecting women, and not as provisions dealing with equality at work throughout the enterprise. In this context, we need to modify the characterization "good equality agreements" in the sense used by the research group; of these seven agreements, the one in force at Mutualité sociale agricole du Finistère seems to come closest.

⁵ Doniol-Shaw G and Junter-Loiseau A, et al (1989), Les plans d'égalité professionnelle, étude-bilan 1983-1988, La Documentation Française, Paris.

2. *Anti-discriminatory clauses in sectoral agreements*

In a judgment dated 25 October 1988, the European Court of Justice (ECJ) condemned France for not taking all steps within the prescribed period to amend in collective agreements "the special rights preserved relating to the protection of women in their capacity as older workers or parents". The decision was based on the grounds that these capacities can affect both women and men workers, and that keeping them solely for the benefit of women contravened the principle of equal treatment as defined by Council Directive 76/207 of 6 February 1976. As a result of legislation dated 10 July 1989, lawmakers fell in line with the ECJ judgment and obliged the social partners to make their agreements comply with the principle of equality at work. An early review drawn up in 1991, and appearing in a report submitted to Parliament, concluded:

that the social partners have not responded with due dispatch to the urgent invitation issued to them by the Law of 1989, even though the 1976 Directive no longer allowed discriminatory clauses to remain.

So far as we are aware, there has been no systematic review of the application of the 1989 law since 1991, but each year the annual report of collective bargaining produced by the Ministry of Labour services contains an item on this matter, and points to a number of trends on the basis of agreements agreed or re-negotiated during the year. The 1994 report shows that equality bargaining remains a marginal activity to be found in only about ten agreements or amendments per year. There are 128 occupational sectors.

From reports drawn up by ourselves and from discussions with individuals responsible for the publication and analysis of agreements, it appears that standardizing takes place when new agreements are being revised or signed. In most cases, this results from the Administration's examination of the legality of the agreement when the extension procedure takes place. In effect, the Administration can block an extension by complying with the agreement on compulsory clauses, including those dealing with equality at work. As indicated in the Phase I report, its restraining powers are very limited, and standardizing is usually extremely formal as a result. The social partners confine themselves to including in agreements the terms of the legislation as they appear in the Labour Code. The CGT representative who we met wanted control to be strengthened and, in the case of a clause that fell "outside the law", the disputed provision to be re-negotiated and the extension deferred.

It is in agreements of this type that the situation in France is furthest removed from the subject of this research. They reveal that negotiators give little prominence to questions of discrimination beyond inserting simple reminders of the principles. Accordingly, we are not able to provide sectoral agreements that we could characterize as good anti-discriminatory agreements; we can only describe the tendency of some occupational sectors to express sympathy for the principles when agreements are being reviewed or extended.

Notwithstanding these limitations, we have concluded that the reviewing of these clauses could be seen as a sign that collective agreements are being adapted to incorporate equal treatment between women and men as recommended by EC law. To take account of this formal adaptation, we have chosen to present the different ways that a number of occupational sectors have gone about removing discriminatory clauses.

There are three such ways, and they are not mutually exclusive: the removal of clauses dealing specifically with women, the general application to men and women of specific benefits previously reserved for women, and a reminder of the principle of equality accompanied by detailed amendments.

A. The removal of clauses dealing specifically with women

Clauses relating to women's working conditions and terms of employment were inherited from late 19th century legislation, and from measures specific to certain forms of work organization. This also applies to the provision of seating for women which the Labour Code extended to all employees (R-232-4 of the Labour Code), and the granting of rest periods to take account of particular characteristics of certain jobs performed by women. In some cases, the situations that gave rise to these specific provisions have disappeared, and the law has been amended. The work of standardizing has consisted simply of tidying up clauses contained in agreements. The impact of removing these provisions on women's conditions of employment should still be carefully examined in the course of negotiations. According to the trade union representatives we interviewed, there is always the danger that the mere mention of equality can lead to a rounding down of men's and women's conditions of employment.

B. The general application of benefits previously reserved for women

These measures were originally restricted to mothers, and have been gradually extended to fathers. Examples include leave to care for a sick child and to bring up a child. Since 1994, the law relating to the family has extended the entitlement of these forms of leave to fathers, and obliged the social partners to abide by the Code's mixed provisions. Where such provisions previously appeared in agreements, they were often "mother-child" programmes; they now have to be turned into parental measures. A number of occupational sectors (6 out of 10 in 1994) have complied with this. Moreover, some agreements are able to top up statutory measures through more advantageous provisions; these must also be open to both mothers and fathers. For example, the 1994 review of collective bargaining quotes the **social assistance and art ceramic agreements** as including parental leave when calculating benefits linked to length of service.

C. References to equality

As for references to equality at work, agreements (including sectoral agreements) simply re-state the principle as it appears in Labour Code legislation. This takes the form of a reminder of the principle of no gender discrimination at the workplace, and a statement of the need to ensure equal pay for work of the same or equal value. Generally speaking, the agreements reviewed contain no definition of the notions of equality or discrimination employed, and confine themselves to re-stating legal formulas. References to indirect discrimination are non-existent, and agreements do not contain any measures relating to the follow-up or evaluation of the implementation of these principles at sector level.

We observed in the course of our investigations that agreements and amendments signed or revised at occupational sector level make no reference to work on positive measures taken. However, there was one exception to this; it is to be found in a number of recent amendments relating to vocational training:

Training programmes are open to employees of both sexes without distinction. Enterprises must ensure that both staff categories have equitable access to training. The case of employees who have not undergone training in the previous four years shall be the subject of a special study. (Article 15 of the 1994 amendment "Vocational training objectives and facilities" to the agreement on **quarries and building materials**).

The same kind of clause appears in the training amendment of 7 December 1994 to the agreement on **food and general supplies**:

Training plans must contribute to the development of equality at work and provide women with opportunities that are equivalent to those of men. In this respect, training schemes should ideally be organized locally so that employees who have difficulty in making their way to the venue for family reasons can still participate without too much inconvenience. Otherwise, companies will bear expenses incurred by trainees (accommodation, food and travel).

These clauses need to be compared with the provision of the Multi-industry Agreement of 3 July 1991 whereby the social partners undertook to deal with equality at work in the course of negotiations on training objectives, priorities and facilities. These measures are set out in Article 12 of Law No. 91-1405 of 31 December 1991; they provide that sectoral negotiations on vocational training taking place at least every five years should focus particularly on:

the definition of, and conditions for, implementing training programmes with a view to ensuring equal access to vocational training for both men and women. (Article L-933-2 of the Labour Code)

For the time being, these measures designed to remedy sectoral vocational training agreements are too numerous for any conclusions to be drawn. In particular, are we dealing with marginal, isolated phenomena, or do they premise the appearance of positive action in sectoral negotiations? To answer that question, we would need to chart the development of training programmes with great care, and carry out a systematic examination of equality clauses where they exist. This approach through training could well be integrated into the publication and analysis of agreements that is carried out by the Ministry of Labour services and, in what would be a departure from current practice, appear in the annual collective bargaining review.

In these circumstances, the fact that training is the starting-point for positive action and anti-discriminatory measures is not surprising. There is a degree of consensus among the social partners and the public authorities that occupational inequality between women and men is attributable to the fact that women's training has fallen behind, and that *training* is therefore the remedy *par excellence* for inequality.

3. *Agreements likely to contribute to equal opportunities*

The Concept Report suggests that this third category should include agreements which, while not being equality or anti-discriminatory agreements, may nonetheless be deemed to be "good agreements" given the overall context of negotiations from which they have emerged. In making the selection, the Concept Report recommends that the agreement should comply with the law, particularly EC law, and that, in such cases, the contents should be analysed on the basis of earlier provisions relating to pay, sexual harassment and positive action. We have already stressed that there are no references to EC law in French agreements, and that the afore-mentioned issues are rarely developed: the question of equal pay is usually covered in a clause that contains a reminder of principles, sexual harassment does not appear in agreements at all, and positive action is only to be found in some equality agreements (see above). As the guidelines issued by the research group do not allow us to collect agreements, we have expanded the remit of the research work.

The annual review of collective bargaining takes us on to sectoral bargaining, and gives us an indication of trends and contents. Equality agreements concluded in compliance with the Law of 13 July 1983 also give us some idea of the content of equality bargaining in companies that have signed plans. On the other hand, there is no systematic publication of company agreements, and it is therefore more difficult to gain access to the part of these agreements likely to deal with the issue of equality. To overcome this problem of access to sources, we have chosen enterprise and establishment agreements systematically published in "Liaisons Sociales" between 1 January 1995 and 31 March 1996.

Furthermore, in view of the shortage of self-declared equality clauses and positive action, we carried out the selection process under another heading: the reconciliation of working life and family life. For this purpose, we studied all agreements which, during this period, contained the notion of "reconciliation" or equivalent terms (eg balance or harmony) in their preambles or in the body of the text.

Eleven agreements met this selection criterion, most of them focusing on the duration and organisation of working time. Our study of these agreements revealed that they obey different logics, and these did not allow them all to be characterized as "good agreements".

In fact, some agreements were concluded against a backdrop of overall staff cuts, and the planned reconciliation measures were designed mainly to encourage employees (both male and female) to stop work temporarily. For example, the Elf Aquitaine agreement of 26 June 1995, which was signed for five years, provided for no fewer than six part-time formulas linked to school hours and dates, with a pay percentage slightly higher than hours worked. In this context, the company also expanded employees' access to parental leave:

Within the framework of the various measures set out in the 1994 Employment Plan, the company offers employees the opportunity to take parental leave; this will have a maximum duration of three years, and must finish no later than the child's sixth birthday. (Article 21.2, Elf Aquitaine Agreement, "Liaisons Sociales" No. 7319, 24 August 1995)

Interesting as these measures may be, they clearly had more to do with a logic of managing excessive staffing levels than with a sharing of family responsibilities. The reconciliation measures were used as variables for adjusting workforce levels, and there is a danger that, for female employees, these measures are a disguised form of temporary withdrawal from the workforce while the company reorganizes. We have rejected these agreements for the above reasons.

In another category of agreements, which includes the largest number, the reference to reconciliation is part of a search for greater flexibility in order to respond to fluctuations in supplies, variations in customer demands, or even a situation in which production methods are being reorganized. In these circumstances, the measure most frequently adopted consists of introducing or generalizing annualized part-time working through alternating worked and non-worked periods. In "peak periods", working time may reach 48 hours in a given week, or 46 hours averaged over 12 weeks. References to reconciliation occurs in agreements of this type to compensate for the inconvenience that flexibility poses for employees with family responsibilities:

The signatories to this agreement, mindful of the family constraints that this alteration to working hours causes a largely female workforce, have agreed a three-part measure:

- a significant reduction in working time with no loss of pay;
- the working week spread over four days;
- the principle of varying working hours in specified weeks.

(La Redoute [mail order company] agreement, 28 September 1995, "Liaisons Sociales" No. 7363).

According to Article 2 of the same agreement, a non-worked Wednesday shall be prioritized for mothers with one or more children aged 2-11 years, taking account of the number of children in this age band and the family situation.

The reconciliation measures in these agreements are part and parcel of the flexibility that is expected (or even imposed), and they also contain programmes which, despite their neutral titles, are patently "mother-child" measures. It was therefore difficult to characterize them as "good agreements" in terms of EC statute and case law, and for that reason we rejected them.

There remained a group of **four company or establishment agreements** in which the reference to reconciliation appeared to have a large number of objectives. These were mainly:

- objectives relating to the interests of the enterprise (improving the quality of service to customers, raising productivity);
- issues relating to employees' concerns (in order to adjust their working time or improve their quality of life, allowing each employee to find the best balance between family and working life);
- ideas for improving employment (developing the job through different working hours and patterns, job creation, combating exclusion).

These agreements contain a wide variety of measures ranging from part-time working to time-credit systems based on family and/or parental leave. Despite their classical structure as regards the issue of equality between women and men, we have, within the terms of the enlarged interpretation, counted them as "good agreements" and decided to present the most important clauses.

The IKÉA company agreement

A Identification of the agreement

The IKÉA agreement was concluded on 20 March 1995 by management and the trade unions FEC, CGT-FO and CFE-CGC. This enterprise agreement deals with all conditions of employment, and covers IKÉA France's 1700 employees working at Head Office and in the seven furniture shops that the company has opened in France.

This agreement aims to:

establish the collective law that applies to IKÉA employees (...) provide them with a collective status and a range of benefits that make up a global policy, and give them an opportunity to develop along individual, vocational paths in such a way as to create, through our joint efforts, a better quality of life for us and our customers. (Preamble)

B Content

From an equality standpoint, the agreement's most original and most interesting provisions relate to working time. To take account of the constraints of the area of activity in which it operates, the company has developed more flexible ways of organizing time such as annualized part-time working, variable working hours, and time off in lieu of payment for extra hours worked. Longer opening hours in the shops (evenings, Sunday and public holidays) also involve new work organization and rewards that suit employees.

- **Part-time working:**

Part-time working is a basic component of IKÉA France's social policy and system of organization.

The introduction of part-time working meets both the need of many employees to reconcile the demands of working life and those of family life, and the company's administrative needs. (Article 22)

At the present time 36-37% of IKÉA employees work part-time, and the company has agreed to restrict this to 40% of the entire workforce. Part-time work may be performed on a weekly, monthly or annual basis.

Employees who work part-time are treated identically to full-time staff who have the same length of service and equivalent skills. They enjoy identical opportunities for promotion, career development and access to vocational training. (Article 22.2)

- **Motherhood and family life**

This chapter of the agreement contains the most innovative provisions in that it introduces new forms of paid leave linked to maternity, breastfeeding and childminding, and allows any employee who so wishes to set up a time-credit system which may be used for parental leave, time off to start up a business, sabbatical leave or special time off to increase retirement leave.

As for parental leave:

an employee with more than one year's service on the date of the child's birth, or arrival at the employee's home in the case of adoption, may apply for full- or part-time parental childcare leave of 16-30 hours per week. The right to parental leave expires no later than the child's third birthday.
(Article 32)

This above provision, which is to be found in the majority of French parental leave agreements and complies with Law No. 94-629 of 25 July 1994, is now less advantageous than the Directive of 29 March 1996 relating to the framework agreement on parental leave signed by UNICE, CEEP and the ETUC; this states that parental leave is granted "until a given age up to 8 years".

The most interesting provision in the IKÉA agreement with regard to parental leave is the employee's right to build it up through the time-credit system:

The time-credit system is a means of capitalizing the employee's rights to paid leave, and is designed to compensate in full or in part, and on the basis of his/her wage at the time the leave is taken, for unpaid leave for a minimum period of six months... The time-credit system may also be used for parental leave... (Article 36.4)

C Conclusion

Apart from the measures relating to pregnancy, the provisions in the IKÉA agreement dealing with family life are open to both men and women, and the agreement makes specific reference to this in each article. On the other hand, it says nothing about the gender distribution of jobs; nor does it contain any reference to equality between men and women, or the need to be on the alert against forms of discrimination that might arise out of the implementation of these options concerning working hours.

The Électricité de Strasbourg agreement

A Identification of the agreement

Électricité de Strasbourg is a subsidiary of EDF (Électricité de France) and has a workforce of 1100. On 5 May 1995, it concluded an agreement with the five representative trade unions "for the development of employment and a new social dynamic"; the agreement contains a series of measures designed to combat exclusion.

The human resources measures adopted after the agreement was signed include the following aims:

- to create a state of mind that is favourable to the introduction of new forms of individually chosen working hours, particularly by guaranteeing equal pay;
 - to enable every employee to find the best balance between family, personal and working life.
- (Preamble)

B Content

The agreement contains a wide range of measures aimed at "working towards solidarity and combating exclusion", through the integration of young workers in financial difficulty and the development of training in the company.

The second chapter proposes the "promotion of employment through the development of working hours and patterns". In this context, it contains two series of measures that relate to part-time working and long-term leave.

- **Part-time working:**

Part-time working is a normal mode of working that is recognized as such within the company. It is a matter of personal choice on the part of all employees, be they operatives, supervisors or managers. Managers and supervisory grades undertake to respect the choices made and to foster the development of part-time working; this constitutes an act of solidarity and a means of combating exclusion. Moreover, an attempt will be made during the implementation of part-time working to achieve the optimum balance between individual wishes, the needs of work organization and customer service.

(Article 1.1)

The agreement also guarantees equal treatment between part-time and full-time employees. The decision to move to part-time work is voluntary, but an employee so doing makes a commitment for three years; the period may be broken for family reasons or because the spouse is unemployed.

- **The time-credit system:**

The agreement establishes a time-credit system "to facilitate the realization of private, individual mid-career projects while simultaneously promoting the development of employment". It provides entitlement to special paid leave which may be taken by any employee who has opened a credit account. The minimum leave period is six months.

Conditions for entitlement to time-credit leave are relatively simple and broad based, but sadly the agreement says little about how it might be used. In particular, it does not say that it can be used for parental leave. This silence does not rule out such a use as Article 12 of Law No. 94-640 of 25 July 1994 dealing with time-credit systems, incorporated into Article L-227-1 of the Labour Code, makes express provision for this. However, an express indication in the agreement could have an education impact and have the effect of legitimization of such a use.

C Conclusion

The EDF de Strasbourg agreement is more abundant and innovatory as far as the intentions expressed in its preamble are concerned than in the reconciliation measures that it subsequently develops. Classically, they are still based on part-time working. It is true that part-time working is replete with guarantees designed to preserve the notion of "individually chosen time", but the agreement totally ignores the problems of equality at work between women and men that might be encountered when the agreement is in the process of being implemented.

The Unisys agreement (establishment at Villers-Ecalles)

A Identification of the agreement

An agreement on the arrangement of working time was concluded on 1 December 1995 by the Société Unisys-France and the trade unions CFDT and CFTC. This establishment, which is a European centre for research into, and production of, information processing hardware, has a workforce of 335. The agreement was signed as part of the compulsory annual negotiations on working time. It contains a series of measures (early retirement, part-time working, unpaid leave, time-credit and end of career), each of which concerns 5 -10 employees.

The agreement aims:

to develop the proposals for the arrangement of working time put forward by the social partners, together with the prospects for recruitment and productivity increases that could result from them (...)
These measures also aim to help employees to strike a balance between working time and private time. (Preamble)

B Content

Of the range of measures contained in the Unisys establishment agreement, we have concentrated mainly on the part-time working/school term formula; this is a special form of annualized part-time arrangement that has been encountered in other agreements.

- The part-time working/school term formula:

The principle enables employees to work part-time in order to fit in with school hours and terms; part-time and fixed-term replacement contracts will also be available. (Section 4)

This system incorporates both worked periods that occur during school terms and non-worked periods that occur during the school holidays. Leave matches the holidays set out in the official timetable published by the State education system. (Section 4: Methods)

A request to work the part-time working/school term formula specifies a specific period of exactly one year, and takes account of the recruitment of a replacement worker. During the course of the year, the employee may not withdraw from the part-time job she/he is doing, but may ask to transfer to a vacant full-time job. (Section 4: Procedure)

- **Absences of a single day:**

Among the various measures relating to adjustments of working time, the agreement provides that:

absences of a single day without loss of pay may be granted to non-management employees with the approval of supervisory staff. The request should be made to heads of department, the day in question may not be a Friday or a Saturday, and employees must balance their account at the end of the control period. (Section 8)

C Conclusion

The importance of the Unisys agreement lies in the variety of measures and in their link with replacement recruitment. The establishment appears to be anticipating the ageing of its age pyramid, and introducing greater flexibility in its production methods. The terms of the agreement are neutral; the question of women and men having equal access to these measures and the issue of combating any forms of discrimination that might arise out of their implementation are not tackled.

<p style="text-align: center;">The Crédit Mutuel de Loire-Atlantique et du Centre-Ouest agreement</p>
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A Identification of the agreement

This framework agreement on working time covers 1400 employees, and was signed on 3 January 1996 by management and the two trade unions, the CFTC and SNB. It is based on the Multi-industry Agreement of 31 October 1995 on employment, and aims:

- to improve the quality of service to customers;
- to respond to the concerns of employees wishing to adjust their working hours;
- to recruit staff;
- to contribute to the integration of young workers through alternating classroom-workplace training;
- to develop a form of work organization that matches the economic and social philosophy of Crédit Mutuel de Loire-Atlantique et de Centre-Ouest.

B Content

The agreement contains four measures relating to working time arrangements: part-time working, phased early retirement, time-credit, and flexible opening hours in retail outlets.

- **Part-time working:**

The agreement sees part-time working as "a way of reconciling working and family life using formulas in which employees' interests are compatible with those of the company" (preamble).

Part-time employees will not be subjected to any prejudice for so doing, particularly in respect of vocational development, pay and access to training. (Preamble)

Transferring to part-time work is entirely voluntary, but bonuses for going part-time are payable to any employee who agrees to cut his/her working hours by 20-30% over three years.

- **Time-credit systems:**

These accounts seek to enable any employee to save part of his/her pay and/or defer untaken leave on a voluntary basis, so as to build up in the form of pay a period of long-term leave to be used for

personal reasons. They help the employee to manage working time on a medium or long-term basis and have time-capital at his/her disposal to carry out a project, undergo long-term training or retire early.

Entitlement to accumulated leave may be taken as uninterrupted leave for a minimum period of four months. At the end of this leave, the employee may return to his/her old job or, if it no longer exists, to an equivalent job. In the latter case, the company undertakes to ensure that the distance between home and the workplace does not exceed 40 kilometres, unless the parties agree otherwise (Article 9).

C Conclusion

The importance of the Crédit Mutuel de Loire-Atlantique agreement lies in the fact that it links part-time working and job creation, with replacement work being performed by jobs carrying shorter hours. The agreement states that these jobs will be performed on contracts of indefinite tenure and at 4/5ths time.

On the other hand, it is a pity that the agreement is not more forthcoming on the question of equality between women and men with regard to access to these measures and their implementation.

Some general comments on agreements that can contribute to equality between women and men

With the study of the four agreements now concluded, it should be noted that their importance lies in the link they establish between the flexibility the company requires, the opportunities offered to staff for adjusting their working hours, and much-needed job creation, rather than in a dimension involving occupational equality between women and men or in any provisions aimed at combating discrimination.

The reconciliation measures contained in the agreements are not without significance, and are evidence that the debate on working time acknowledges employees' family lives to a certain extent. They reflect an express or tacit recognition on the part of negotiators that there is a private (family) dimension in working time and that family time has a public (occupational) dimension. From our point of view, it is important to see this phenomenon as a social marker indicating that the social partners in France are beginning to take note of the fact that women are participating in the economy on a permanent, ongoing basis, and that they are drawing inferences relating to the management of employment and human resources. As they are no longer able to resolve these problems by removing women from the labour market, particularly in a period of crisis, economic and social actors and the public authorities are under something of an obligation to search for other solutions. Measures aimed at linking working and family life form part of this search and reflect this acknowledgement of women's right to work.

This shift, which is quite favourable to equality at work, is accompanied by another shift that appears to contradict it. Despite the neutral terms of their formulation, the reconciliation measures to be found in many agreements are based on working time options of which women will be clearly the main beneficiaries. The role allotted to part-time working, and the part-time working/school term formula in particular, in agreements covering substantial numbers of women employees is significant in this shift. These are the most gendered forms of employment and, although agreements do not say how they might be distributed equitably between men and women, their encouragement through negotiation firms up the gender division of social roles at work (both in sectors and enterprises) and outside. Not one of the agreements studied contains a picture of the male/female distribution of employees affected by the measures, and not one sets out to measure the impact on the respective conditions of employment, working conditions and training rights of men and women. Equal treatment between part- and full-timers is dealt with in most of the agreements so as to comply with the law, but there are no references to equality between women and men as regards access to these ways of adjusting working hours, or their implementation.

Representatives of the trade unions that we met (CFDT and CGT) are fully aware of the dangers of direct and indirect discrimination contained in these measures, but the objective of achieving equality between women and men seems to have been diluted in these agreements under the heading of "employment". However, we would suggest that, from the moment reconciliation measures (the obverse of flexibility followed by replacement jobs) appear in agreements, and women are the main beneficiaries, it once again gives them a

major role in raising company productivity and combating unemployment. These statements should be an encouragement for the social partners to wrench free negotiations on equality at work from the anomy into which they have slipped, and to see it as a normal negotiating issue at sectoral, enterprise and establishment level. This applies irrespective of the matters being negotiated, but is particularly true when they refer to issues that the law obliges them to deal with such as pay, working time, job classifications and training.

General conclusion

Given how far we have had to depart from the Concept Report, we cannot claim that this selection allows these agreements to be characterized as "good equality agreements".

We believe we have collated all the guarantees in order to be sure of their representative nature, in respect of both the Ministerial services with responsibility for collective bargaining and women's rights, and the social partners who were kind enough to reply to our survey and grant us interviews (CFDT and CGT).

We believe that these agreements are indicative of the absence of an "equality at work" component in management/union negotiations in France, and of its dilution, even its transformation, inside issues deemed to have priority (eg employment, working time and training). Stronger legislation is needed on equality at work and on the degree of compulsion (perhaps the introduction of an obligation to negotiate), as it is the implementation of equality at work that causes the agreements to be reviewed.

This state of affairs supports the hypothesis that we formulated in the Phase I report: "There is a danger that any move by negotiators to block structural equality may result in it being reproduced by the agreements themselves (...) equality bargaining is not in itself virtuous; it can also emphasize the gender division between work and family life".

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