
Equal opportunities and collective bargaining in the European Union

Selected agreements from Luxembourg
Phase II

WP/97/20/EN



EUROPEAN FOUNDATION
for the Improvement of Living and Working Conditions

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

Selected agreements from Luxembourg

Phase II

by

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Subject of research

In the first part of the National Report compiled as part of this research project it was noted that there are currently no collective agreements in Luxembourg containing either an express commitment to work towards equal opportunities for women and men or a coherent plan of positive action to combat the vertical and horizontal segregation in the jobs undertaken by the two sexes. In addition there are no agreements with an express commitment to fight the invisible discrimination which prevents *de jure* equality from being translated into *de facto* equality.

As a result it has not been possible in Phase II of the research to focus on collective agreements which might qualify as equal opportunity agreements.

However, there are some agreements containing isolated provisions likely to encourage equal opportunities. These provisions are encouraging in the national context because they exceed the legal framework and are not yet normal practice in industrial relations. For this reason the research has focused on five different types of collective agreement, which contain such provisions.

Selection criterion

The criterion used to select agreements is an express mention in an agreement that employees, who take what is generally known as childcare or parental leave after the birth or adoption of a child, will either be re-employed or retain their employment status during their absence.

This type of agreed provision is very innovative because Luxembourg is one of the few countries in Europe where re-employment after childcare leave is not a statutory right for all employees. Only public sector workers have a guaranteed right, although recently this guarantee has been extended by its inclusion in collective agreements concluded by several companies.

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Agreements concluded by the following companies have been included in the research:

- MATCH LUXEMBOURG S.A./COURTHEOUX S.A.,
- MONOPOL S.A.,
- DU PONT DE NEMOURS (LUXEMBOURG) S.A.,
- ENTENTE DES FOYERS DE JOUR a.s.b.l,
- ENTENTE DES HOPITAUX LUXEMBOURGEOIS a.s.b.l.

Methodology

The content of each agreement was analysed to determine its provision with regard to the family/work interface, working time, sexual harassment and any measures to combat horizontal and vertical segregation.

In order to place this analysis in its national context reference has been made to the legislation which underlies each collective agreement in Luxembourg and which may contain statutory provisions different from those in other European countries, as for example the existence of a guaranteed minimum wage, the fact that part-time workers and workers on fixed-term contracts are automatically covered by collective agreements or the highly developed legislation on voluntary part-time working.

In addition to this analysis of agreements interviews were conducted with employers. These interviews were designed to elicit detailed information on the nature of the company, the discussion of agreed provisions likely to encourage equal opportunities, the practical implications of such provisions, other practices possibly of relevance but not regulated by an agreement, as well as on other provisions which the employer might be considering for the future.

These discussions took the form of semi-open interviews conducted on the basis of a questionnaire. The analyses of the agreements in this report follow the same format as the questionnaire.

Provisions examined

In the following report individual provisions adopted by the various companies are discussed under various headings and in each case a distinction is made between provisions contained in a collective agreement and practices adopted by the employer. The headings are as follows:

Context of the agreement

Provisions relating to the family/work interface

- Childcare or parental leave
- Leave for family or social reasons
- Other leave
- Care of children/the elderly
- Other measures

Provisions relating to working time

- Part-time work
- Flexible working hours (based on the needs of employees)
- General reduction in working time

Provisions relating to sexual harassment

Provisions to combat horizontal and vertical segregation

- Policy/programme
- Statistical analysis by gender
- Recruitment
- Advancement/promotion.

Conclusions

The report makes the following conclusions:

- the arrangements introduced by the various companies are clearly of real and not insignificant benefit to employees, especially to women;
- however, on the basis of the analysis of agreements and the interviews with employers, there is no evidence to indicate that there are currently any policies which would challenge the structural segregation based on the traditional allocation of roles in both personal and professional life;
- there is, however, evidence of the first beginnings of a genuine policy of equal opportunities.

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1. Situation in 1996: to date Luxembourg has no equal opportunity agreements

In the first part of the National Report for Luxembourg compiled as part of this research project on equal opportunities and collective bargaining, I noted that there are currently no collective agreements containing either an express commitment to work towards equal opportunities for women and men or a coherent plan of positive action to combat the vertical and horizontal segregation in the jobs undertaken by the two sexes. In addition there are no agreements with an express commitment to fight the invisible discrimination which prevents *de jure* equality from being translated into *de facto* equality.

As far as Luxembourg is concerned this means that Phase II of the research cannot focus on collective agreements which might qualify as equal opportunity agreements.

By contrast there are several agreements containing isolated provisions likely to encourage equal opportunities. These provisions are encouraging in the national context because

- they exceed the legal framework,
- they are far from being standard provisions in all collective agreements,
- and they are not yet normal practice in industrial relations.

In the absence of collective agreements on equal opportunities, this report is limited to an analysis of those agreements which are encouraging in the national context. At the same time it seeks to identify any link between the current isolated provision and the possible beginnings of a genuine policy on equal opportunities.

2. Provisions likely to encourage equal opportunities

2.1 Selection criterion

What follows is an analysis of five different collective agreements which contain certain provisions likely to encourage equal opportunities between women and men. The agreements selected meet the following criteria:

- it is rare to find such provisions in an agreement,
- they are of major importance for the employment of women,
- they could play a decisive role in equal opportunities if applied generally, and
- they are topical inasmuch as they relate to the very recent directive on parental leave based on the framework agreement signed in 1996 by European employers and unions.

The selection criterion is an express mention that employees, who take what is generally known as childcare or parental leave after the birth or adoption of a child, will either be re-employed or maintain their employment status.

Childcare leave should not be confused with either maternity leave of 8 weeks prior to the birth and 8-12 weeks after the birth or with adoption leave taken when a child is adopted. Such leave is widely available and is regulated by the legislation of 3 July 1975 on maternity protection for women in employment, the legislation of 14 March 1988 on adoption leave for employees in the private sector and the amended legislation of 16 April 1979 containing the general regulations for public sector workers.

By analogy with maternity leave one might have expected there to have been a statutory right to childcare leave linked to guaranteed re-employment. However this is not the case.

Luxembourg is one of the few countries in Europe where re-employment after childcare leave is not a guaranteed right for all workers. Only public sector workers have a guaranteed right, although recently this guarantee has been extended by its inclusion in collective agreements concluded by several companies.

However the legislation of 3 July 1975 on maternity protection for women in employment does contain a clause which can be considered as an initial step towards guaranteed re-employment as a general rule:

"Article 5(4) At the end of her maternity leave the woman may decide not to resume her job in order to bring up her child. In this case notice is not required and no sum is payable for breach of contract.

In such cases she may apply for re-employment in the year following this period: for a period of one year the employer is then required to give priority to her application and appoint her to a position commensurate with her qualifications. In the case of re-employment she shall be granted benefits accrued prior to her departure.

Her application for re-employment, any subsequent offer by the employer and any refusal of this offer by the woman shall be sent by registered recorded mail."

The same provisions apply to the adoption leave granted when a child is adopted.

In everyday practice these statutory provisions have had little effect because it is easy for an employer to maintain that there is no suitable vacancy when an application for reemployment is received.

In addition they do not apply to men and so represent an addition obstacle to the recruitment and career aspirations of women.

The 1994 Government Statement contained a commitment to put an end to this discrimination by extending the statutory provisions to both parents: "Parental leave will be introduced in order to guarantee preferential consideration for parents seeking re-employment after a temporary stoppage of work to devote themselves to the upbringing of their children". However any such provision would still be directed at preferential consideration for re-employment and not guaranteed re-employment.

In the area of social security the situation is already more advanced. The State pays pension contributions for those parents who reduce or give up their professional employment after the birth or adoption of a child. Originally it paid the contributions, which were based on previous earnings, for a period of one year ("baby year"). But in 1991/92, the maximum period was extended to two years in general and to four years for parents with three or more children or with a disabled child.

During the "baby years" the State pays a monthly allowance of about Lfrs16 000 to one of the parents, if that parent is not in employment and devotes him/herself to the upbringing of a child. This benefit is often more of a curse than a blessing because it encourages a cessation of work without guaranteed re-employment. It is to be welcomed, therefore, that since 1992 it is no longer necessary to give up work completely, as 50% of the allowance is paid if the parent works part-time for not more than 20 hours per week.

In this context it should be borne in mind that the absence of women in the labour market is still largely dictated by the traditional allocation of roles between women and men. In 1995 women accounted for only 36.3% of the working population in Luxembourg and the percentage of women in employment drops as the number of children in their care increases: women are particularly under-represented in the labour market if they have children under six years old. Guaranteed re-employment following parental leave granted to both parents could, therefore, represent an important step towards equal opportunities in the workplace.

2.2 Method of selection

The information on agreements which mention reemployment after childcare leave was provided by the women's sections of OGB-L [Onofhängege Gewerkschafts-Bond Lëtzebuerg - Luxembourg Confederation of Independent Trade Unions] and of LCGB [Lëtzeburger Chrëstleche Gewerkschafts-Bond - Luxembourg Confederation of Christian Trade Unions]. As such agreements remain the exception it was not difficult to identify them despite the absence of a specific list.

From the list of agreements provided by the above I have selected those concluded by five employers: MATCH LUXEMBOURG S.A./COURTHEOUX S.A., MONOPOL S.A., DU PONT DE NEMOURS (LUXEMBOURG) S.A., ENTENTE DES FOYERS DE JOUR a.s.b.l and ENTENTE DES HOPITAUX LUXEMBOURGEOIS a.s.b.l. It should be remembered that a single employer may have concluded one or two agreements - one for white-collar workers, one for blue-collar workers or one for both blue and white-collar workers. Also several of the companies selected have responsibility for more than one enterprise. This means that the provisions to which I have referred are in fact present in more than five agreements. However to make it easier to understand the analysis I have dealt with "related" agreements as a single entity, while identifying differences if they exist.

There are several other employers with agreements which meet the selection criterion chosen. I have not included them in the analysis because they are very similar in their provision to those described below.

2.3 Provisions examined

In analysing the collective agreements, amendments to them and, if applicable, other internal regulations, I have tried to identify any provision which is likely to encourage equal opportunities. For this reason I have paid particular attention to provisions which serve to improve the family/work interface, provisions relating to working time and measures to combat sexual harassment. Finally I have tried to identify at least some hint of measures to counter horizontal and vertical segregation. Re-employment after childcare leave, ie the criterion used to select the agreements in the first place, has then been considered as a separate provision, along with the others, likely to encourage equal opportunities.

In order to place this analysis in its national context it is useful to give a brief summary of the existing legislation, which underlies the collective agreements and which does not necessarily have to be included in the agreements themselves:

- there is a guaranteed minimum wage for all workers, male and female;
- at certain specified intervals, all wages must be adjusted automatically in line with changes in the cost of living index;
- apart from the exemptions specified in law the working week is 40 hours;
- all employees are entitled to special leave for certain reasons of a personal nature, such as the spouse's confinement, the marriage of the employee or that of a child, the death of the spouse or parent, moving house, etc;
- part-time workers are entitled to the same rights as full-time workers: this includes overtime pay and conditions relating to length of service (cf. Annex a: legislation of 26 February 1993 on voluntary part-time working);
- part-time workers and workers on fixed contracts are automatically covered by collective agreements;
- any collective agreement automatically applies to all members of the relevant employee group (white-collar employees and/or blue-collar workers) with the exception of senior executives;
- the legislation of 12 June 1965 requires that certain details must be included in all collective agreements, eg overtime, work on Sunday and public holidays, leave, etc;
- equality between women and men was the subject of regulations passed in Luxembourg on 10 July 1974 on equal pay for men and women and of the legislation dated 8 December 1981 on equal treatment for men and women in terms of access to employment, training, career advancement and conditions of work.

2.4 Interviews with employers

The analysis of agreements has been supplemented by information elicited during my interviews with representatives from the various companies and associations. My contacts -

four men and one woman - were those involved in collective bargaining on the employer side.

The interviews, each of which lasted between two and four hours, focused primarily on the following elements:

- the purpose of the interview,
- detailed information on the nature of the company in order to place the agreement in context,
- a discussion on agreed provisions likely to encourage equal opportunities,
- the practical effects of these provisions,
- any other relevant practices which were not regulated by agreement, and
- any other provisions which the employer might be considering in the future.

It is obvious that in their replies to this final question company representatives could only respond in a general way; they were unable to give a guaranteed response as they were unaware of my questions in advance. Section 8 of this report contains an overall summary of my main impressions and ideas as a result of these discussions and I have sought to identify several threads which may facilitate national policies on equal opportunities and employment.

My discussions with employers were based on an open questionnaire and I have followed the same format in the following analyses of the selected agreements. The questionnaire was intended to be a guide rather than a rigid framework, because the content of the interviews varied significantly depending upon the nature of the company and its existing or proposed provisions. In terms of methodology the interviews should be considered, therefore, as semi-open.

3. Collective agreements signed by MATCH LUXEMBOURG S.A. and COURTHEOUX S.A.

MATCH LUXEMBOURG S.A. and COURTHEOUX S.A. are two separate companies from the legal standpoint. However they are run by a single directorate and the social provision in the agreements signed by each of them is largely the same.

3.1 Context of agreements

- Parties to agreements:

Employer: either MATCH LUXEMBOURG S.A. or COURTHEOUX S.A.

Unions: OGB-L and LCGB (and FEP/FIT & Cadres [Fédération des Employés Privés/Fédération Indépendante des Travailleurs et Cadres - Federation of private-sector staff/Independent federation of workers and managers] for white-collar workers only).

- Field of application: white and blue-collar workers.

- Workforce:

Match:	men: 282	women: 766	total: 1048
Courthéoux	men: 139	women: 50	total: 189

- Employees not covered by agreements (both companies):
 - senior executives: 11, of which 6 are men and 5 are women
 - others: apprentices, trainees, unemployed young people on reintegration scheme.

- Duration of agreements (expiry dates to be harmonized from 1997):
Match: 1 January 1996-31 December 1996; Courthéoux: 1 January 1995-31 December 1996
- Previous agreements: two agreements each of two years' duration.
- Type of agreement: agreements concluded by private sector company.
- Main commercial activities of company:
Match: retail sales (supermarket chain);
Courthéoux: wholesale food distribution.
- Number of shops/establishments covered by the agreements:
Match: 17 supermarkets; Courthéoux: main administrative office and warehouse.
- Multinational aspect: each company has its own management, but they are part of a multinational group located in Belgium (Louis Delhaize: 8000 employees), France (Cora Revillon: 25 000), Hungary (2000) and Luxembourg (1200).

3.2 Provision relating to family/work interface

- **Childcare or parental leave**

a) Nature of agreed provisions (cf. Annex b, Article 7.8, Annex c, Article 7.8)

Commitment by employer: guaranteed re-employment.

Target group: women and men.

Duration: maximum of 12 months which must be continuous.

Application: in the case of a "baby year" taken immediately after maternity leave (see page 4).

Job after re-employment: not specified in the Match agreement; in the Courthéoux agreement, deployment in job requiring similar qualifications.

Training at time of re-employment: provided for in the Courthéoux agreement, but not in the Match agreement.

b) Company practice

About thirty women take advantage of childcare leave each year and this has not caused the company problems. To date no man has taken childcare leave.

Re-employment is also possible after a longer break but in this case it is not guaranteed.

Part-time working is possible during or after childcare leave, but it is not a right.

Training is considered essential for all employees, irrespective of whether or not childcare leave is taken.

Pay increments linked to length of service are given to those reemployed after childcare leave although this is not specified in the agreement.

- **Leave for family reasons or compassionate leave:**

a) Nature of agreed provisions (cf. Annex b, Article 7.5)

Commitment by employer: establishment of a right.

Target group: women and men with a child subject to compulsory schooling.

Maximum duration: 4 days per year (namely 32 hours).

Circumstances: only if a child is sick and both parents are in employment or when it is a matter of a single-parent family.

Conditions: employer must be advised before the start of normal work; medical certificate.

b) Company practice

Courthéoux receive frequent requests for compassionate leave, but Match receive many fewer; no man has yet applied for compassionate leave.

- **Other leave**

a) Nature of agreed provisions (cf. Annex b, Article 7.8.1)

Any staff member may apply for unpaid leave, but the agreement stipulates that it can only be granted in exceptional circumstances.

b) Company practice

The internal procedure also states that parents with school-age children have first choice when it comes to the date of their annual leave.

- **Other measures**

a) Nature of agreed provisions (cf. Annex b, Articles 9.2/12.6)

Payment of an allowance to single parents on low income to cover family expenditure. All employees are entitled to a discount on purchases.

3.3 Provisions relating to working time

- **Part-time working**

a) Nature of agreed provisions (cf. Annex b, Articles 6.1.8/7.7.3/15.5.4)

- Change in volume of work: if an employee works more hours than those specified in the contract of employment for a period of 12 weeks he/she may ask for the contract to be amended.
- Avoidance of discrimination: "Part-time employees enjoy the same opportunities for promotion and training as full-time employees".

b) Company practice

About 80 employees currently work part-time at their own request.

There are many different options for part-time working offering different permutations of hours, which are negotiated individually with employees.

Type of jobs: no exclusion in principle but parttime working is difficult to envisage for senior executives.

- **Flexible hours** (to suit the needs of employees)

a) Nature of agreed provisions (cf. Annex b, Article 6.1.9)

Possibility of a temporary change to normal hours for social reasons involving hardship, sickness or accident to spouse/partner or to a close member of the family.

b) Company practice

Flexitime in the strict sense of the word is only granted to staff employed in the main administrative office and then within the various time bands specified in the internal procedure.

3.4 Provisions relating to sexual harassment

a) Nature of agreed provisions (cf. Annex b, Article 12.2)

"Severe penalties will be imposed if an employee - whether male or female - is found guilty of sexual harassment against another employee. This applies in particular to any employee who takes advantage of his/her position in the company hierarchy."

b) Company practice

There is no person of trust expressly appointed by the company to whom employees can take complaints about sexual harassment; this role is assumed by the personnel director.

3.5 Provisions to combat horizontal and vertical segregation

- **Policy/programme**

a) Nature of agreed provisions

No specific provision.

b) Company practice

On 1 March 1996 Match and Courthéoux signed a declaration of intent with the union OGB-L to the effect that they intended to draw up a programme of positive action "in order to improve even further the de facto equality between men and women" (cf Annex d). This declaration of intent is exceptional because it is the first to be signed in Luxembourg. Unfortunately, at the time of my interview with the employer at the end of July 1996 the projects were still in the draft stage. It is only possible, therefore, to give a broad outline. It should be noted, however, that this declaration of intent is the result of intervention by the women's department of the OGB-L.

- **Statistical analysis by gender**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

In preparation for its proposed positive action plan, Match and Courthéoux have just compiled a range of statistics designed to allow a comparison between the jobs currently occupied by women and by men in the two companies. They show the male/female distribution in terms of age, length of service, salary grades, training, reasons for leaving, etc, for each job function and for each department. The data has been collected and the graphs have been drawn, but the information has not yet been analysed (situation at the end of July 1996).

- **Advancement/promotion**

- a) *Nature of agreed provisions* (cf. Annex b, Articles 3.2/15.5.4/7.7.2)

- "It is in the interests of the employer to offer its employees opportunities for promotion, whilst at the same time respecting equality between men and women. Management shall examine whether it is possible to fill a vacancy through internal promotion before recruiting staff from outside. Notices shall be displayed to advise staff of vacancies."
 - "The employer shall seek to develop a system of continuous training, thus helping to ensure a regular updating of the skills of the entire workforce. The employer shall ensure that men and women have equal access to professional training and that part-time employees enjoy the same opportunities for training and advancement as fulltime employees."

- "Management is anxious to improve the quality of work through the mechanism of continuous staff training and shall therefore pay the cost of courses and grant the required absence from work..."

b) Company practice

Above all, the company is anxious to develop the skills and potential of all its employees irrespective of gender. However it wishes to promote more women to management posts, where currently there are 13 men and one woman.

4. Collective agreement signed by MONOPOL S.A.

4.1 Context of agreement

- Parties to agreement:
 - Employer: MONOPOL S.A. (MONOPOL group)
 - Unions: OGB-L, LCGB and FEP/FIT & Cadres.
- Field of application: white and blue-collar workers.
- Workforce: men: 77 women: 628 total: 705
- Employees not covered by the agreement:
 - senior executives: about 45, 15 of whom are managers and about 12 male/female buyers,
 - others: apprentices, trainees, casual staff employed during the sales (a status which allows them to work for a maximum of 25 days per year without a contract and without contributing to the social security scheme)
- Duration of agreement: 1 April 1994-31 March 1996; negotiations commenced on expiry of this agreement; the previous agreement will remain in force until the new one is signed.
- Previous agreement: two years' duration.
- Type of agreement: agreement concluded by private sector company.
- Economic sector: retail trade.

- Main commercial activities of company: chain of retail shops selling clothing, household goods and food.
- Number of shops/establishments covered by the agreement: an administrative office and shops of various sizes in 23 locations.
- Multinational aspect: none; MONOPOL S.A. is a family business operating solely in Luxembourg.

4.2 Provisions relating to family/work interface

- **Childcare or parental leave**

a) Nature of agreed provisions (cf Annex e, Article 6.3.9)

Commitment by employer: no guarantee but "possibility of reemployment if company has the necessary economic, organizational and operational resources".

Target group: women and men.

Duration: not specified.

Application: for parents who have benefited from the "baby years" provided for under the law.

Job after re-employment: comparable position, if not an attempt will be made to find a reasonable solution.

b) *Company practice*

Management maintains that the company has always tried to reemploy its former workers, many women have benefited from this and in principle the company has met all requests.

As yet no man has made an application in this respect.

As lengthy career breaks are frequent (eg until the child starts primary school) the request to return to work must be submitted several months in advance so that the company can identify an appropriate vacancy.

Part-time work is a possibility but it is not a right.

Contact with the employer is maintained during the career break because it is common practice for former workers to help out during the sales.

- **Leave for family reasons or compassionate leave:**

a) *Nature of agreed provisions* (cf. Annex e, Article 6.3.10)

Commitment by employer: establishment of a right.

Target group: women and men with responsibility for a child under 12 years old.

Maximum duration: 5 days per year (ie 40 hours).

Circumstances: only if a child is sick and the other parent is unable to care for it.

Conditions: medical certificate.

Additional leave: 3 days per year in the event of *aforce majeure* (eg floods), which could seriously threaten the living conditions of the employee.

b) Company practice

Compassionate leave is only applied for in cases of genuine need; until now there has been no abuse.

No man has yet applied for compassionate leave.

- **Other leave**

a) Nature of agreed provisions (cf. Annex e, Articles 6.3.8/6.1.4)

Any employee may apply for unpaid leave, but the agreement stipulates that it is only granted in exceptional circumstances.

Parents with school-age children have first choice when it comes to the dates of their annual leave.

b) Company practice

There have been very few applications for unpaid leave lasting for several months.

- **Other measures**

a) Nature of agreed provisions

No special provision.

b) Company practice

All employees benefit from pre-sales' events for all those living in their household and also from a discount on purchases.

4.3 Provisions relating to working time

- **Part-time working**

a) Nature of agreed provisions (cf. Annex e, Articles 5.2.3/3.7)

Change in volume of work: if an employee works a number of hours in excess of contracted hours, he/she may request an amendment to his/her contract of employment.

Avoidance of discrimination: "Part-time employees have the same opportunities for progression and professional development as full-time employees, provided that this is compatible with commercial, organizational and personal criteria."

b) Company practice

The Management is very much in favour of parttime work and considers that the resultant additional administrative work is negligible.

21% of staff currently work part-time, but these are exclusively women. Requests from employees have increased in recent years and this trend is increasing.

There are many different options for part-time working offering various permutations of hours. They are negotiated individually with staff. Increasingly fulltime workers are also requesting reductions in their hours between 80 and 90%, including some of the store managers.

Type of jobs: no exclusion in principle, but parttime work is particularly welcome in the sales in order to cope with staff requirements at peak times.

- **Flexible hours** (to suit the needs of employees)

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

Flexitime is only available to staff working in the main administrative office.

- **General reduction in hours of work**

- a) *Nature of agreed provisions* (cf. Annex e, Article 5.1.2)

The working week is 39.5 hours instead of 40.

4.4 Provisions relating to sexual harassment

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

"Acts contrary to generally accepted standards of good behaviour" are cited in the internal procedures as a circumstance which may justify instant dismissal.

As most management positions in the shops are occupied by women the problem rarely arises.

There is no person of trust expressly appointed by the company to whom staff can take complaints about sexual harassment; this role is the responsibility of personnel staff, many of whom are women.

4.5 Provisions to combat horizontal and vertical segregation

- **Policy/programme**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

Senior management consists of one woman, who is the managing director, and two male directors; 80% of store managers and buyers are women, including those in the larger branches.

- **Advancement/promotion**

- a) *Nature of agreed provisions* (cf. Annex e, Articles 3.6/6.5.2)

- "The company wishes to give all staff opportunities for promotion. Consequently, when a vacancy arises, Management will first of all investigate whether it can be filled by an existing employee before considering external candidates."

- "Management shall encourage staff to attend training courses if this will result in improvements in the quality of work."

b) Company practice

The company deliberately encouraged the promotion of women to the position of store manager after it had experienced problems with male managers; as vacancies arose, women who seemed to have the necessary qualifications were contacted by Management and since then they have been appointed to run larger and larger stores; now the situation is that young women come forward on their own initiative and indicate that they wish to take on management posts.

5. Collective agreements signed by DU PONT DE NEMOURS (LUXEMBOURG) S.A.

5.1 Context of agreements

- Parties to agreements:
 - Employer: DU PONT DE NEMOURS (LUXEMBOURG) S.A.
 - Unions: OGB-L and LCGB
- Field of application: one agreement for white-collar workers and one for blue-collar workers (the next agreement will be a joint agreement for white-collar and blue-collar workers).
- Workforce:

white-collar:	men: 1200	women: 74	total: 1274
blue-collar:	men: 240	women: 0	total: 240
- Employees not covered by agreements:
 - senior executives: 77
 - others: subcontract workers (46).
- Duration of agreement: white-collar: 1 June 1994-31 December 1995; blue-collar: 1 July 1994-31 December 1995; negotiations for the next agreement are in progress; in the meantime earlier agreements remain valid.
- Previous agreements: two agreements each of which lasted two years
- Type of agreement: agreement concluded by private sector company.

- Economic sector: chemicals industry.
- Main commercial activities of company: manufacture and sale of hightech products for industry (various types of fibres which are used as a medium for audio and video tapes, X-ray films, carpeting, cables, protective clothing, etc).
- Number of establishments covered by the agreement:
one location with five factories and a main administrative office.
- Multinational aspect: DU PONT DE NEMOURS (LUXEMBOURG) S.A. is a subsidiary of DU PONT of Wilmington (Delaware, USA) which has locations in more than 70 countries. In addition to the 1274 staff employed in Luxembourg, DU PONT has about 105 000 employees in other countries, 21 500 of whom are in Europe.
- National award: awarded the Women's Prize for Companies in 1995.

5.2 Provisions relating to family/work interface

- **Childcare or parental leave**

a) Nature of agreed provisions (cf Annex f, Article 17)

Commitment by employer: guaranteed re-employment.

Target group: women only.

Duration: maximum of 12 months.

Application: in the case of a "baby year" taken immediately after maternity leave.

Conditions: duration must be agreed with the employer at time of maternity leave.

Job after re-employment: similar job at same salary level.

b) *Company practice*

The company has recorded some 5 cases of childcare leave each year; arrangements for replacement staff are not a problem.

Permanent training is considered necessary for all staff irrespective of childcare leave.

Childcare leave does not count towards salary increments based on length of service; in any case salary increments of this type do not form part of the company's policy on pay.

- **Leave for family reasons or compassionate leave:**

a) *Nature of agreed provisions* (cf. Annex f, Article 16)

Commitment by employer: establishment of a right.

Target group: women and men.

Maximum duration: 24 hours per year (ie 3 working days), which may be taken at various times subject to a minimum period of 4 hours.

Circumstances: various emergencies which are specified in the agreement and relate to the employee (eg summons to appear in court) and to his/her close relatives (eg illness, care, problems with a child).

Conditions: the employer must be advised no later than on the day itself; evidence must be supplied.

Sanctions: they are specified in the agreement (eg loss of entitlement to compassionate leave for 1-2 years).

Problems are resolved by a joint committee which is also responsible for monitoring the development of compassionate leave.

b) Company practice

Very few applications are received for compassionate leave from either men or women.

- **Other leave**

a) Nature of agreed provisions (cf. Annex f, Article 15)

Any employee may apply for unpaid leave in exceptional circumstances provided it is duly justified.

Employees may take 5 days' unpaid leave per year during which time the employer will continue to pay social security contributions.

b) Company practice

The 5-day leave period may be taken, for example, to extend a holiday or to do repair work at home, but not for family reasons.

Applications for longer periods of unpaid leave are very rare; it is mainly requested for training purposes, but not for family reasons.

5.3 Provisions relating to working time

- **Part-time working**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

Under internal procedures employees are allowed to work part-time if they wish, provided that this is not detrimental to the competitive position of the company or the efficiency of group working.

Part-time working was introduced only a few years ago; there is no problem in principle to an extension of part-time working, but it requires some time to organize; as a result there is normally a waiting list containing several applications.

Fifteen women and one man currently work part-time, all for family reasons.

The company prefers the half-time working option as this is easier to organize. However some employees work 40% or 60%.

Type of jobs: no exclusion in principle, but at present no management positions are occupied by part-time employees.

- **Flexible hours** (to suit needs of employees)

- a) *Nature of agreed provisions* (cf. Annex f, Article 8.9)

Availability: not available to shift workers.

Commitment by employer: permission is given by line manager.

Options: for blue-collar workers - hours are determined by the works council; white-collar workers - hours are between 06.00 and 18.30 hrs, detailed arrangements are agreed jointly by employee and his/her line manager; employees do not clock on, but records are kept on the basis of trust.

b) Company practice

Flexitime is much used.

5.4 Provisions relating to sexual harassment

a) Nature of agreed provisions

No specific provision.

b) Company practice

Sanctions are available, but no important problem has been experienced to date.

The subject was recently included in a training session for supervisors which was run as part of the "Diversity" programme.

There is no person of trust expressly appointed by the company to whom staff can take complaints about sexual harassment; this role is the responsibility of personnel, several of whom are women.

5.5 Provisions to combat horizontal and vertical segregation

- **Policy/programme**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

There are no women in senior management and the number of women eligible for senior posts is also very low. In addition no female bluecollar or skilled workers are employed in production.

The company recently introduced its "Diversity" programme: this is intended to increase the diversity (sex, race, nationality, age, social status, etc) of staff in order to maximize the potential of its human resources. A permanent working group has been set up under the programme consisting of women from various departments. Its role is to submit proposals to management designed, in particular, to increase the number of women in management posts (cf. Annex g). The company culture is to treat women and men equally and not to introduce positive discrimination.

- **Statistical analysis on the basis of gender**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

The company has recently decided that it will produce summary statistics according to gender.

- **Recruitment**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

Some female engineers have been recruited recently; in the medium term the company intends to recruit as many women as men provided that they have the required qualifications; however, the company currently receives very few applications from women for skilled technical jobs because there are very few women with a technical training in mechanical or electrical engineering. It should also be noted that staff are not recruited from advertisements but from the very large number of unsolicited applications received by the company; about 30 people are recruited in this way each year, 5-10 of whom are potential managers.

- **Advancement/promotion**

- a) *Nature of agreed provisions*

No agreed provision.

- b) *Company practice*

See the "Diversity" programme referred to above.

When women are recruited particular attention is paid to their "leadership potential".

Management consider that the new system of promotion (based on merit and no longer on length of service) will act in favour of women - however there is no clear evidence to support this.

6. Collective agreement signed by ENTENTE DES FOYERS DE JOUR a.s.b.l.

ENTENTE DES FOYERS DE JOUR a.s.b.l [non-profit-making day-care centres] brings together the associations which run the government-regulated day-care nurseries. All costs involved in the running of these centres, including salary costs, are paid by the public purse. Conditions relating to pay and promotion are determined by analogy with those in the public sector. This very much reduces the margins for manoeuvre in negotiations between the employer and unions in this sector, as in reality conditions are dictated by the State.

6.1 Context of agreement

- Parties to the agreement:

Employer: ENTENTE DES FOYERS DE JOUR a.s.b.l

Unions: OGB-L and LCGB

- Field of application: white-collar workers (there is no agreement for blue-collar workers).
- Staff: about 300, the vast majority of whom are women.
- Employees not covered by agreements: trainees.
- Duration of agreement: 1 June 1989-31 May 1990; it will remain valid until a new agreement is concluded at the end of current negotiations which are about to go before the Office National de Conciliation [National Conciliation Office].
- Previous agreements: none; the Entente des Foyers de Jour was set up in 1985 and it signed its first collective agreement in 1989.

- Type of agreement: agreement concluded by enterprise in the semi-public sector which in turn is State-regulated.
- Economic sector: socio-educational.
- Main activities of the Entente:
runs day-care centres for children and adolescents; they are traditional day-care centres attended regularly by the children who have been enrolled.
- Number of establishments covered by the agreement:
40 centres and the Entente's secretariat with its training and advice department.
- Multinational aspect: none.

6.2 Provisions relating to family/work interface

- **Childcare or parental leave**

a) Nature of agreed provisions (cf Annex h, Article 9/10)

There are several strands to the commitment by the employer:

- entitlement to unpaid leave for one year after maternity or adoption leave; leave period must be continuous; this leave counts as normal employment for pay increments, promotion, etc;
- entitlement to leave in order to work half-time and raise one or more children not yet admitted to first year primary education; this period of leave must follow maternity, adoption or childcare leave; it is granted as a rule for complete years and for a continuous period; this leave counts as normal employment for pay increments (and in practice for promotion as well);

- possibility to take unpaid leave or leave in order to work half-time and raise one or more children aged under 15 years; granted as a rule for complete years and for a continuous period; this leave does not count for the purposes of pay increments, promotion, etc.

Target group: applies equally to women and men in all the above cases.

b) Company practice

It is common practice for women (especially) to apply for such leave; these provisions also exist in the public sector.

But there is a problem if replacement staff occupy posts for more than two years as jobs lasting longer may not, by law, be filled by those on fixed term contracts; however the Ministry of Employment has been flexible in the interpretation of this provision.

- **Leave for family reasons or compassionate leave:**

a) Nature of agreed provisions (cf Annex h, Article 8.1)

Commitment by employer: not by right, but a possibility.

Target group: women and men with responsibility for a child.

Maximum duration: 5 days per year (ie 40 hours); if this leave exceeds five working days it is converted into unpaid leave.

Circumstances: social cases involving hardship, sickness or accident to a child.

Conditions: evidence must be supplied to support application.

b) Company practice

Very few applications for compassionate leave are received.

- **Other leave**

a) Nature of agreed provisions (cf. Annex h, Article 9/10)

Possibility to take either unpaid leave, or leave to work halftime for personal, family or professional reasons if this is justified; this leave is granted as a rule for complete years and for a continuous period; it does not count towards entitlement to pay increments, promotion, etc.

Target group: women and men.

b) Company practice

Problems with replacement staff similar to those referred to under childcare leave.

6.3 Provisions relating to working time

- **Part-time working**

a) Nature of agreed provisions (cf. Annex h, Article 10)

See the above provisions with regard to leave in order to work half-time to raise children or for other reasons.

b) *Company practice*

In addition to leave in order to work half-time, there are many part-time options offering different permutations of hours; about 20% of employees work part-time.

Type of jobs: under the agreement between the Entente des Foyers de Jour and the State "every job, apart from that of manager, may also be occupied by two part-time employees."; social partners have agreed to abolish the restrictive clause on management posts in the near future.

- **Flexible hours** (to suit the needs of employees)

a) *Nature of agreed provisions*

No specific provision.

b) *Company practice*

Flexitime is only granted to staff working in the Entente's secretariat.

6.4 Provisions relating to sexual harassment

a) *Nature of agreed provisions*

No specific provision.

b) *Company practice*

No problem has been identified to date.

6.5 Provisions to combat horizontal and vertical segregation

- **Policy/programme**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

The terrain is hardly conducive to measures for the advancement of women; the great majority of employees are women - of the 40 managers 38 are women. There is little organizational hierarchy and conditions on pay and promotion are aligned with those in the public sector.

7. Collective agreements signed by ENTENTE DES HOPITAUX LUXEMBOURGEOIS a.s.b.l.

7.1 Context of agreements

- Parties to agreements:

Employer: ENTENTE DES HOPITAUX LUXEMBOURGEOIS a.s.b.l

Unions: - white-collar agreement: OGB-L, LCGB and FEP/FIT & Cadres,
 - blue-collar agreement: OGB-L and LCGB

- Field of application: one agreement for white-collar workers and one for blue-collar workers. The social provision in both agreements is the same.
- Workforce: some 5000 staff, 80% of whom are women.
- Employees not covered by agreements:

senior executives: about 1% of employees;
others: apprentices/trainees.
- Duration of the two agreements: 1 August 1993-31 July 1996; negotiations are in progress for renewal and in the meantime the existing agreements remain in force.
- Previous agreements: two agreements each with a term of three years.
- Type of agreement: collective agreement for a branch of the semipublic sector (public and private hospitals, most of which are non-profitmaking).
- Economic sector: hospital.

- Main activities: hospital services.
- Number of establishments covered by agreement: 17 hospitals and the Entente's secretariat.
- Multinational aspect: none.

7.2 Provisions relating to the family/work interface

- **Childcare or parental leave**

- a) *Nature of agreed provisions* (cf Annex i, supplementary agreement dated 5 April 1993)

There are two strands to the commitment by the employer:

- entitlement to unpaid leave for one year after maternity or adoption leave; this leave is granted for a complete year and must be continuous; it counts as normal employment for the purposes of pay increments;
- possibility to take unpaid leave to raise one or more children aged under 15 years; this leave is granted for a minimum of 3 months and a maximum of 3 years and must be continuous; it does not count towards pay increments linked to length of service.

Target group: women and men in both cases.

- b) *Company practice*

Women frequently benefit from unpaid leave for one year, but rarely request a longer period; the organization of replacement staff is not a problem.

Only a few men have applied for childcare leave.

Quite recently, 40 hours' training per year has become a requirement for all employees; it has not yet been decided whether or not this training is required during unpaid leave.

- **Leave for family reasons or compassionate leave:**

a) Nature of agreed provisions (cf Annex i, Article 7.D)

Commitment by employer: establishment of a right.

Target group: women and men.

Maximum duration: 40 hours per year (ie five days); these hours can be split; parttime workers have a pro rata entitlement.

Circumstances: various exceptional circumstances are specified in the agreement. They relate both to the employee (eg summons to appear in court) and to those people in his/her immediate household (eg illness, care, problems with a child).

Compassionate leave may also be granted in other circumstances, but it is not a right.

The period allowed for compassionate leave may be extended and taken as unpaid leave. But this does not constitute a right.

Conditions: an application is submitted to the committee set up for this purpose; supporting evidence is required.

Sanctions: they are specified in the agreement (eg loss of entitlement to compassionate leave for 1-2 years).

Each establishment has its own joint committee which handles applications, resolves problems and monitors the development of compassionate leave.

b) Company practice

Compassionate leave is taken by both women and men.

As this has not met with abuse, the initial duration of 4 days has been extended to 5 days.

- **Other leave**

a) Nature of agreed provisions (cf. Annex i, supplementary agreement dated 5 April 1993)

Possibility of unpaid leave for personal, family or professional reasons if justified; leave is granted for a minimum of 3 months and a maximum of 3 years and must be continuous; it does not count for pay increments linked to length of service.

Target group: women and men.

b) Company practice

This form of unpaid leave was introduced, in particular, to prevent the "burnout" syndrome which is common in the care professions.

- **Care of children/the elderly**

- a) *Nature of agreed provisions*

No specific provision.

- b) *Company practice*

Two hospitals currently run day-care nurseries for the children of their own staff and those of neighbouring hospitals; because the parents work shifts these nurseries have longer than normal opening hours.

- **Other measures**

- a) *Nature of agreed provisions* (cf. Annex i, Article 4.B)

"Wherever possible certain personal preferences shall be taken into consideration before shift rotas are finalized."

- b) *Company practice*

The staff also enjoy certain other benefits, such as the purchase of nappies at wholesale prices.

7.3 Provisions relating to working time

- **Part-time working**

- a) *Nature of agreed provisions* (cf. Annex i, Articles 6.1.8/7.7.3/15.5.4)

No specific provision.

b) Company practice

Many staff apply to work part-time for reasons of personal preference.

There are many different options for part-time working offering various permutations of hours.

Type of jobs: no precise rules but part-time working is not currently envisaged for management positions.

- **Flexible hours** (to suit the needs of employees)

a) Nature of agreed provisions

No specific provision.

b) Company practice

Flexitime is available in certain administrative services but not for shift work.

- **General reduction in working time**

a) Nature of agreed provisions (cf. Annex i, supplementary agreement of 12 July 1995)

Gradual reduction of 5% in annual hours of work.

b) Company practice

It has not yet been decided whether this reduction will be made in the working week or added to the annual holiday entitlement; the former would be preferable in terms of

reconciling the interface between family life and work. However the latter would be easier to implement bearing in mind that the reduction will be achieved by a series of small steps.

7.4 Provisions relating to sexual harassment

a) Nature of agreed provisions

No specific provision.

b) Company practice

There is no person of trust expressly appointed by the company to whom staff can take complaints about sexual harassment; there is no uniformity in who assumes this role in the various establishments.

7.5 Provisions to combat horizontal and vertical segregation

- **Policy/programme**

a) Nature of agreed provisions

No specific provision.

b) Company practice

No specific policy. It is felt that de facto equality between women and men will be achieved automatically in the future as men and women now have the same level of training.

There are no statistics on the jobs occupied by men and by women, but all hospital directors are male.

In addition to other measures designed to improve the status of careers in this sector these social provisions were introduced primarily to remedy the shortage of staff associated with the non-attractiveness of jobs in the health sector compared with other sectors.

8. Conclusions

There is no doubt that many of the provisions contained in the collective agreements described above have brought genuine and not insignificant benefits to workers, especially to women, and as a result their introduction by all companies is something to be hoped for.

But within the context of this research it is important, above all, to examine the extent to which such provisions represent the beginnings of a genuine policy of equal opportunities.

No challenge to existing structural segregation ...

First of all it must be stressed that neither the above analysis of agreements nor my discussions with employers have elicited any evidence of policies, which might challenge the existing structural segregation based on the traditional division of roles in both private and professional life.

Revealing in itself is the fact that the only companies with agreements guaranteeing re-employment after childcare leave are those with a major imbalance in the number of male and female workers; women account for a very high percentage of the workforce in four of the companies and it is, therefore, in the interests of these companies to develop staff loyalty irrespective of any factors relating to equal opportunities; the fifth employs a very high proportion of men and guarantees re-employment only to women.

However even in companies which guarantee reemployment for both women and men, it is very rare for a man to take childcare leave. Similarly it is very rare for a man to work part-time for family reasons. Certainly such decisions depend upon the cultural values of the couple and the level of their respective incomes. But similarly I found no evidence that companies place any particular value on the concept of a fair division of family responsibilities between their male and female employees; on the contrary it seems that compatibility between work and family life is still considered as a typically feminine problem which concerns men only in exceptional cases.

Help with childcare or care of the elderly is not necessarily perceived as a part of human resource management. The only initiative in this area is the existence of daycare nurseries which remain open for longer than other crèches. Admittedly the idea of company-based crèches is not a popular one in Luxembourg. Parents, unless their main concern is to benefit from the considerable cost savings, prefer childcare facilities near their home so that the child can grow up with his/her future school friends. But companies do not even provide other forms of help to deal with the problems of childcare, eg an allowance to cover part of the cost.

Leave for family reasons or compassionate leave - a provision which, it must be stressed, exists in many other collective agreements - has limited impact because it is restricted to 3 to 5 days per year; however as some companies receive very few applications for such leave it can be deduced that either the conditions for approval are too complicated or the climate in the company is not conducive to such leave.

Commercial companies will only consider unpaid leave for a period of several months or years in exceptional cases.

Apart from one agreement with a special status (determined by analogy to the public sector) workers have no entitlement to part-time work; similarly such a right does not even exist as an alternative to a one-year period of childcare leave coupled with guaranteed re-employment. However in terms of promoting equal opportunities temporary part-time working, exercised if possible by both parents, would be preferable to a complete career break.

Even if no types of job are automatically excluded from provisions on parttime working, it is felt that part-time employment is hard to reconcile with the demands of senior management.

Only two companies have agreed a general reduction in hours of work and even here the reduction is so modest that it is unlikely to have any significant impact on the interface between family and working life. It should also be mentioned that some companies grant certain employees extra leave of say one week in excess of their statutory entitlement; however such benefits are linked to length of service which means that young parents do not benefit from them.

Flexitime is commonplace in administrative departments, but it is not considered appropriate for shift work.

Sexual harassment is mentioned only in the collective agreements of one employer and none of the five companies has expressly named a person of trust to whom complaints of sexual harassment can be directed.

None of the collective agreements analysed mentions a programme of equal opportunities. Similarly none of the five companies has developed a specific policy on this issue. Some employers believe that, with the exception of a few minor details where remedial action is still required, equal opportunities already exist in the company. Others wish to develop the potential of all employees irrespective of gender, but with the express proviso that there should be no discrimination against men. In addition companies draw attention to developments in society which should automatically bring about equality between women and men.

It is not surprising, therefore, that there are no agreements which provide evidence of a pay policy designed to eliminate invisible discrimination. There is no agreement which expressly excludes discriminatory practices in the process of recruitment and promotion. No company has a policy designed to combat the fact that in Luxembourg women account for a very high percentage of those in receipt of the guaranteed minimum wage.

In addition there is no specific training designed to remedy the underrepresentation of women in certain types of job.

And in companies which are part of a multinational group equal opportunities between women and men is not an issue where one country might be inspired to take action in response to action in another.

... but there is some evidence of the beginnings of a policy of equal opportunities

The primary aim of current provisions is to make it easier for women to adapt to the existing world of work. They do not challenge the structural mechanisms which continue to reinforce male dominance and a company culture based on male values.

However there is some evidence of the beginnings of a policy of equal opportunities.

For example each of the agreements analysed contains not just one but several provisions which are not commonly found in all collective agreements. From this I have deduced that, to a certain degree, these employers are receptive to changes in society. This same sensitivity was apparent during my discussions with employers. They were extremely courteous to me and interviews were granted at short notice although it was the holiday period.

Most of those with whom I spoke referred to the commercial pressures which would curb any innovations likely to increase costs, unless these increases could be offset by savings in other areas. However they would be prepared, in principle, to enter into a dialogue to negotiate other provisions or more generous or flexible working patterns with regard to the family/work interface, working time or sexual harassment.

The semi-public sector must, in any case, be considered as a special case, as it will inevitably be affected by the positive action campaign proposed for the public sector by the Minister for the Advancement of Women. However final details of this campaign are not yet agreed.

Some of the experience gained by the five companies in this area would be particularly valuable in terms of encouraging a widespread introduction of such measures by those employers who remain reluctant. For example it is important to note that the employers covered by the research have not run into problems as a result of their commitment to re-employ workers after childcare leave of one year. Similarly there have been no problems with arrangements for part-time working or with the availability of a range of options for part-timers with various permutations of hours depending upon employees' personal preferences. It is also interesting to note that at least one employer allows part-time working for those in management positions - in this case store managers - and its comments in this respect were very favourable.

Despite formal opposition to positive discrimination (perceived, wrongly, as preferential treatment of women to the detriment of more competent men) and despite a major

preoccupation to avoid any discrimination against men or offend the sensibilities of male staff, several companies have now started to take specific action to develop the potential of women and to facilitate their access to decision-making posts. These efforts ought to be recognized and encouraged, for they can represent the first step towards a genuine policy of equal opportunities - on condition, of course, that union demands and the ambient social climate move in this direction.

I should like to conclude with a remark made during the discussions with employers and which, in my view, could help to expedite company policies on equal opportunities; employers are anxious to draw attention to the benefits available under their social policies and they are not unresponsive to what is happening in other companies - abroad, but especially in Luxembourg. In their view proposals for improvements are easier to contemplate if examples are given of existing good practice elsewhere. I think it would be useful, therefore, if an independent organization or the unions could compile an inventory, updated regularly, of agreed provisions likely to promote equal opportunities. Moreover this data should be easily accessible to a large number of individuals with a potential interest. An Internet site would seem particularly suitable to this end.

List of annexes

- a Legislation dated 26 February 1993 on voluntary part-time working
- b Extracts from collective agreement signed by Match Luxembourg S.A.
- c Extracts from collective agreement signed by Courthéoux S.A.
- d Declaration of intent signed by Match/Courthéoux S.A.
- e Extracts from collective agreement signed by Monopol S.A.
- f Extracts from collective agreements signed by Du Pont de Nemours (Luxembourg) S.A.
- g Extract from the "Prisma" bulletin 3/96 published by Du Pont de Nemours (Luxembourg) S.A.
- h Extracts from collective agreement signed by Entente des Foyers de Jour a.s.b.l
- i Extracts from collective agreements signed by Entente des Hôpitaux Luxembourgeois a.s.b.l.

Bibliography

Collective agreement signed by Match Luxembourg S.A. (1.1.96-31.12.96)

Collective agreement signed by Courthéoux S.A. (1.1.95-31.12.96)

Collective agreement signed by Monopol S.A. (1.4.94-31.3.96)

Collective agreements signed by Du Pont de Nemours (Luxembourg)S.A. (1.6.94-31.12.95)

Collective agreement signed by Entente des Foyers de Jour a.s.b.l (1.6.89-31.5.90)

Collective agreements signed by Entente des Hôpitaux Luxembourgeois a.s.b.l (1.8.93-31.7.96)

Cockburn C., Blockierte Frauenwege - Wie Männer Gleichheit in Institutionen und Betrieben verweigern [How men deny equality in institutions and companies], Hamburg 1993, ISBN 3-88619-212-1

Feiereisen M., Droit du Travail au Grand-Duché de Luxembourg [Right to work in the Grand Duchy of Luxembourg], Editions Promoculture, Luxembourg 1995, ISBN 2-879774-011-8

Frauen überdenken die Arbeitswelt [Women consider the world of work],
CID-Femmes/FNCTTFEL-Fraen/LCGB-Femmes/OGBL-Fraen [Women's department of
CID/Women's department of National Federation of Railway and Transport Workers,
Civil Servants and White-Collar workers/Women's department of Luxembourg Confederation
of Christian Trade Unions/Women's Department of Confederation of Independent Trade
Unions], Luxembourg 1996

Les Femmes au Grand-Duché de Luxembourg no. 2: Egalité des Chances entre les femmes et les hommes, Ministère de la Famille et de la Solidarité [Women in the Grand Duchy of Luxembourg No. 2: Equal opportunities between women and men, Ministry of the Family and Solidarity], Luxembourg 1993

Positive Action Coordinating Group, Reconciling Work, Family and Social Life - A Good Practice Guide, European Commission/Directorate General for Employment, Industrial Relations and Social Affairs, June 1996

Note: Photocopies of annexes may be requested from:

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