
Equal opportunities and collective bargaining in the European Union

Selected Agreements from Spain Phase II

WP/97/23/EN



EUROPEAN FOUNDATION
for the Improvement of Living and Working Conditions

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and
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by

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SUMMARY

1. Two major features of the collective-bargaining system in Spain are the decentralization and lack of coordination caused by the lack of any **framework** agreements, so that each agreement is independent, even when there are several agreements relating to the same sector. This gives rise to a multitude of agreements, with those of limited scope being characterized by the poverty of their content.
2. Collective agreements that include clauses on equal opportunities are in the minority. However, it may be noted that equal-opportunities issues are gradually being incorporated and the past few years have thus seen the conclusion of more agreements containing clauses on equal opportunities.
3. The rise in the number of agreements including clauses on equal opportunities does not always mean that this issue is being dealt with in greater depth and detail. This notwithstanding, the trade unions are promoting inclusion of the issue in collective bargaining, even though, at present, its treatment is of limited scope.
4. Our selection of agreements was based on the collection of multi-provincial collective agreements at sectoral and company level included in the Boletín Oficial del Estado [Official State Gazette] for 1994 and 1995, and regional or provincial agreements included in the Diario Oficial de la Generalitat de Catalunya [Official Gazette of the Autonomous Government of Catalonia] for 1994.
5. Of the agreements initially selected, we then screened out those that merely contained "declaraciones de principio no discriminatorio" [statements of principle concerning non-discrimination] and in which this statement of principle was not accompanied by specific measures to prevent discrimination. In a further screening process, we excluded agreements that failed to go beyond the existing legislative framework.
6. We analysed collective agreements on the basis of each individual issue rather than on the basis of all the issues covered, so that those finally selected are deemed to be "good agreements" in terms of the individual issue under examination.
7. The collective agreements selected are not "unique examples", since, in some cases, there are equivalent collective agreements covering other sectors or other geographical areas. As a general rule, the collective agreements selected concern sectors with a high proportion of women workers.
8. The collective agreements selected have been classified under four main headings covering the following issues: organizational culture, measures to achieve equality, job access and the family/work interface.
9. As regards sexual harassment, we selected only those collective agreements that included detailed treatment of the concept, disciplinary measures and complaints procedures. We did not, however, find a single collective agreement including preventive measures.

10. We found there had been an increase in the number of agreements incorporating the principle of non-discrimination on the grounds of gender. But this does not mean that all the direct and indirect forms of (possibly) covert discrimination have disappeared.
11. We did not find a single agreement including mechanisms to combat segregation in the allocation of posts so as to prevent the persistence of gender stereotypes.
12. As regards pay, even though this issue may be included under the principle of non-discrimination, we found not a single agreement containing a clause that might make it possible to combat pay differentials between men and women doing work of equal value. Equal pay for work of equal value appears only as a principle.
13. The equal-opportunities issues most commonly covered by collective bargaining are those concerning time off and leave of absence for maternity and the care of children or relatives. In this respect, all the agreements selected embrace the principles of the EU Directive, in that men and women are entitled to share family responsibilities.
14. As regards paternity or maternity leave, one of our selection criteria was that there should be no obstacles to the person returning to his or her original post and that the period of leave be included in the person's length-of-service record, since, given the Spanish context regarding this criterion, failure to cover this specific issue may result in women being penalized in promotion procedures.

Acknowledgements

We should like to thank the Secretarias de la Mujer de Cataluña de Comisiones Obreras y UGT [Catalonian Women's Secretariats of the Trade Union Confederation of Workers' Commissions and the General Workers' Confederation] for their assistance during the course of this study. We should also like to thank the various national and Catalonian federations of Comisiones Obreras [Trade Union Confederation of Workers' Commissions] for allowing us to consult agreements covering various sectors and geographical areas.

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I. Introduction

Two major features of the collective-bargaining system in Spain are the decentralization and lack of coordination caused by the lack of any **framework** agreements, so that each agreement is independent, even when there are several agreements relating to the same sector. This gives rise to a multitude of agreements, whose content may differ for the various geographical areas, without there being any coordination either between these agreements or between them and agreements with greater scope (see Phase I report).

Because of the very large number of agreements being signed each year, we were obliged to undertake some painstaking work in identifying and selecting collective agreements for this study. We had to exclude agreements of very limited scope from our analysis and concentrate on those covering either a broader geographical area or a larger number of workers. However, our exclusion of these agreements is justified both by their limited impact and by the poverty of their content.

We should also point out that collective agreements that include clauses on equal opportunities are in the minority. However, it may be noted that equal-opportunities issues are gradually being incorporated and the past few years have thus seen the conclusion of more agreements containing clauses on equal opportunities.

Yet the rise in the number of agreements containing clauses on equal opportunities does not always mean that this issue is being dealt with in greater depth and detail.

By way of example, it should be pointed out that many agreements simply include a clause on the principle of non-discrimination on the grounds of gender, without that clause being accompanied by the introduction of any type of preventive or corrective measures to combat the direct and indirect discrimination that might take place in enterprises within the sector covered by the collective agreement. This situation prevails even in sectors with a high feminization rate.

Another issue that commonly appears in collective agreements is maternity, in the sense of time off and leave of absence for paternity, maternity and child care. And yet, in the Spanish context, the fact that it is commonly covered by collective agreements does not mean there has been any qualitative improvement in the way this issue is tackled. On the contrary, most of the collective agreements that include this issue simply reproduce the provisions of current legislation.

However, in view of the poverty of the content of most collective agreements as regards the issue of equal opportunities - particularly collective agreements relating to sectors with a predominantly male workforce and agreements of limited scope - the trade unions are promoting the inclusion of the issue of equal opportunities in collective bargaining, even though, at present, the depth and detail of its treatment are limited.

When selecting the "best" collective agreements, we found it was possible to construct two very distinct typologies. On the one hand, we can distinguish collective agreements that cover a considerable number of equal-opportunities issues, though without dealing with any of them in great depth or detail; on the other hand, there are collective agreements that, although limited to a single topic or aspect, actually include clauses that go beyond the legislative framework, either by introducing a new topic or by dealing with an existing topic more fully and in more detail.

This situation gave rise to some considerable problems when we were trying to select "good" agreements in terms of equal opportunities.

We made our selection on the basis of individual subjects and initially assessed collective agreements in terms of their specific content in relation to each of the subjects covered. This procedure sometimes meant that we screened out agreements that, at first sight, appeared to be "good" in terms of the number of subjects covered but that, when we came to examine each of those subjects in detail, proved to be inferior to other collective agreements that provide better coverage of the subject in question. Similarly, on the basis of the same analytical criterion, we excluded some agreements that, despite their broader impact, proved, on analysis of the specific issue concerned, to be qualitatively inferior to other sectoral agreements of lesser impact in terms of the number of workers covered.

It should also be pointed out that the collective agreements selected are not the sole examples of their kind, since some of the agreements we chose to analyse could be exchanged for others of equivalent content but of different scope, covering a different geographical area, other sectors, or enterprises with fewer women workers.

Finally, we should like to state that we selected agreements from among those most recently signed, so as to be able to present the most up-to-date picture of the situation, but without in any way wishing to deny the successes achieved in the past.

We hope our research will be useful to the social agents involved in promoting equal opportunities.

II. Methodology

Firstly, we should like to point out that nobody in Spain has yet studied collective bargaining and equal opportunities from a "positive" standpoint, that is, with a view to identifying the "best" collective agreements as regards equal opportunities. The few studies that have been conducted on the subject analyse the coverage of equal opportunities by collective agreements from a critical viewpoint, seeking to identify the shortcomings and inadequacies.

By contrast, our study is based on a positive approach, our aim being to identify the "best" collective agreements so they can be used as guides or models for the ongoing task of including equal opportunities in collective bargaining.

In this context, we were able to make use of previous studies only to assess "how far we have yet to go", using this as a starting-point for our selection of collective agreements.

The work already conducted on this issue and our contacts with the Secretarías de la Mujer [Women's Secretariats] of Comisiones Obreras [CCOO - Trade Union Confederation of Workers' Commissions] and the UGT [General Workers' Confederation] helped us to choose our sources of information. According to the information we gathered and were later able to confirm, the trade unions are concentrating their efforts on negotiating multi-provincial collective agreements at sectoral level and within major enterprises, followed by regional and provincial agreements. It is collective agreements with broader scope that tend to include the issue of equal opportunities, which is accorded much less importance in agreements of more limited scope.

In this context, we chose as our essential sources of information the Boletín Oficial del Estado [BOE - Official State Gazette] and the Diario Oficial de la Generalitat de Catalunya [DOGC - Official Gazette of the Autonomous Government of Catalonia], since Catalonia is one of the regions in which the issue of equal opportunities is most commonly covered by collective agreements.

We consulted all the multi-provincial, sectoral and company-level agreements published in the BOE during 1994 and 1995. And we also consulted the DOGC for 1994, which includes collective agreements signed in Catalonia. Having read the collective agreements published, we then selected those that included clauses on women's working conditions and terms and conditions of employment and, more particularly, on equal opportunities.

Of the agreements initially selected, we then screened out those that merely contained "declaraciones de principio no discriminatorio" [statements of principle concerning non-discrimination] and in which this statement of principle was not accompanied by specific measures to prevent discrimination. In a further screening process, we excluded agreements that failed to go beyond the existing legislative framework.

During this phase, we made contact with the heads of the Secretarías de la Mujer de Comisiones Obreras [Women's Secretariats of the Trade Union Confederation of Workers' Commissions] in the various national federations and in Catalonia, so that they could choose for us the collective agreements they considered to be "best" in terms of equal opportunities.

Their contribution was important in enabling us to assess the situation from the trade-union point of view and to include an agreement (in the textiles sector) that, although it appears to be very limited, is the result of lengthy negotiations in a sector with a high proportion of women workers.

Once we had gathered all our material, we selected collective agreements that, although not unique, relate to sectors with the highest rates of feminization.

Finally, we analysed each clause in detail, so that we could present various collective agreements' approach to a single issue.

We analysed collective agreements on the basis of each individual issue rather than on the basis of all the issues covered, so that those finally selected are deemed to be the "best" agreements in terms of the individual issue under examination.

This led us to screen out some agreements which, once we came to analyse each individual clause, we found to be inferior to other agreements whose content was more limited, although, overall, they seemed to tackle the issue from a broader perspective.

However, we should point out that the collective agreements selected are not "unique examples", since, in some cases, there are equivalent collective agreements covering other sectors or other geographical areas. This is particularly true as regards the issues of paternity or maternity leave, child care, legal guardianship and job transfers for pregnant women. In the case of this type of agreement, we tried to select those covering sectors with a high proportion of women workers.

We classified the collective agreements selected under four main headings covering the following issues:

1. organizational culture or structures, including collective agreements containing clauses on sexual harassment;
2. measures to achieve equality;
3. job access;
4. the family/work interface.

III. Selection and analysis of "good" collective agreements

3.1 Organizational culture and structures

This section covers collective agreements that involve changes in organizational cultures or structures. In this respect, we have grouped together collective agreements that include a clause on or specific consideration of:

- a. sexual harassment;
- b. setting up a joint equal-opportunities committee.

3.1.1 Sexual harassment

Most agreements, irrespective of scope and sector, do not include any reference to sexual harassment. This notwithstanding, the issue is becoming more common in the most recent multi-provincial agreements.

Time and time again, we found very little mention of the subject, with reference simply being made to sexual harassment as "serious misconduct". Some agreements mention sexual harassment without defining the type of behaviour involved, merely stating that it depends on the "circumstances" in which it occurs. By the same token, few agreements include any real definition of the concept.

In other agreements, the issue is included indirectly as behaviour considered to be "an abuse of power". Under these agreements, behaviour can be deemed to be sexual harassment only if it occurs within a hierarchical relationship, thus excluding sexual harassment by colleagues.

In our selection procedure, we retained as "good" agreements only those that, even if only partially, contemplate the following: definition of the concept, definition of the type of misconduct in each individual case, nature of disciplinary action taken in respect of each type of misconduct, and the procedures for putting a stop to harassment.

To offer a fuller treatment of the issue, we selected four agreements, since we found no single agreement that could be considered to cover the issue in full.

Each of the collective agreements selected only partially covers the issue, which is why, individually, we consider them to be incomplete. Even taken together, the four agreements do not cover the subject in full, since none of them includes any measures to prevent sexual harassment.

XIIth collective agreement covering the metal-printing industry in Catalonia

1. Details of the agreement

1.1 Date of signing of agreement: 11 January 1996.

Date of entry into force: 1 June 1996. Economic effects backdated to 1 January 1996.

Duration of agreement: to 31 December 1997.

1.2 Signatories:

- employers' side: Asociación Catalana de Fabricantes de Envases Metálicos Ligeros [ACEM - Catalanian Association of Manufacturers of Light Metal Containers];
- trade-union side: Federación del Metal y la Minería de Cataluña de CCOO [CCOO Catalanian Federation of Metal-Processing and Mining Workers] and Federación Nacional del Metal de Cataluña de UGT [UGT National Federation of Metal-Processing Workers of Catalonia].

1.3 Type of agreement:

- geographical scope: regional;
- sector: metal-printing industry;
- employee coverage: all workers.

2. Characteristics of the agreement

a. As regards sexual harassment:

- broader and more detailed treatment of sexual harassment than is provided by agreements specifically dealing with this issue;
- definition of the concept as undesirable behaviour in respect of the person being harassed, which may arise whether or not there is an unequal power balance and may have a detrimental effect on working conditions;
- includes as perpetrators not only those who may be in a position of authority but also third parties who may influence company management (clients or suppliers) and work colleagues;
- indicates measures and actions to be taken to prevent the continuation of any harassment about which there has been a complaint;
- qualifies relational sexual harassment as very serious misconduct and environmental sexual harassment as serious or very serious misconduct, depending on the circumstances.

b. As regards equal opportunities:

- contains a statement of principle as regards equality and non-discrimination on the grounds of gender.

3. Specific features

Articles of the agreement that relate to sexual harassment:

- Article 39: defines sexual harassment as workplace discrimination on the grounds of gender, which is in breach of the principle of equality:

"Sexual harassment is defined as the undesirable imposition of sexual demands within a relationship in which there is a power imbalance."
- Article 40.1: detailed definition of the concept

"Sexual harassment at work shall be deemed to be any behaviour, propositions or demands of a sexual nature that take place in the context of company organization and management, and which the perpetrator knows - or should know - to be undesirable, unreasonable and offensive to the person to whom they are addressed, whose response to any such behaviour, propositions or demands may determine a decision affecting his or her job or working conditions."
- Articles 41 and 42: cover two types of harassment - relational and environmental:
- Article 41.1: the definition of **relational** sexual harassment applies to situations in which "acceptance of sexual blackmail becomes an implicit or explicit condition of employment, either in terms of obtaining employment or in terms of maintaining or improving existing job status".
- Article 41.2: includes as relational sexual harassment any such harassment "committed by the employer (as a physical person), company managers or any other person hierarchically superior to the person being harassed, who have even a minimum of power to make decisions that may have an impact on that person's work".

Also included as potential offenders are "third parties who are in a position to influence, in any way, a company decision affecting the person being harassed - i.e. clients, suppliers, etc."
- Article 42.1: definition of **environmental** sexual harassment as "any behaviour or approach of a sexual nature (...) that creates a negative working environment for the person experiencing it, by giving rise to a working environment that is offensive, humiliating, intimidating or hostile and has the result of interfering in that person's usual performance at work".
- Article 42.2: offenders may include "work colleagues".
- Article 43.1: describes how a complaint should be made to instigate "the immediate opening of preliminary investigations by the enterprise to prevent any continuation of the harassment about which a complaint is being made and to prevent any reprisals being taken against the complainant".

- Article 43.5: this process shall take no more than seven days, during which "all those concerned shall maintain absolute confidentiality and impartiality".
- Article 44.1: defines the type of disciplinary action to be taken once it has been proved that there has been sexual harassment: "Relational sexual harassment shall always be deemed to be very serious misconduct. Environmental sexual harassment may be deemed to be either serious or very serious misconduct, depending on the circumstances."

4. National context

4.1 Format:

- 26-page agreement (CCOO trade-union format);
- relevant sections: Title IV, Chapter 1, Section 2 - Sexual harassment in employment relationships - Articles 39-44, pages 17-19.

4.2 Legal effect: forms part of the contractual terms and conditions of employment for all workers.

4.3 Coordination with other agreements: none.

4.4 Geographical scope: Autonomous Community of Catalonia.

4.5 Functional scope: enterprises concerned with the manufacture of light metal containers, tubes, aerosols, covers, caps, capsules and any other metal seals; the decoration, polishing and engraving of plate metal; and any other activities associated with those mentioned.

4.6 Employee coverage:

- categories:
 - a. types of workers: all workers, with the exception of managers;
 - b. groups included: men and women.

Agreement covering personnel of the Ministerio de Asuntos Sociales [Ministry of Social Affairs]

1. Details of the agreement

1.1 Date of signing of agreement:

Date of entry into force: 1 January 1995.

Duration of agreement: to 31 December 1995.

Publication: BOE [Boletín Oficial del Estado - Official State Gazette], No 173 of 21 July 1995, page 22573.

1.2 Signatories:

- government (employer's) side: representatives of the Ministerio de Asuntos Sociales and its autonomous bodies (Instituto de la Mujer and Instituto de la Juventud [institutes responsible for women's and youth issues]);
- trade-union side: representatives of the UGT, CCOO, CSI, CSIF and USO.

1.3 Type of agreement:

- geographical scope: national;
- employee coverage: all staff employed by the Ministerio de Asuntos Sociales, Instituto de la Mujer or Instituto de la Juventud, and Real Patronato de Prevención y Atención a Personas con Minusvalía [Royal Association for Prevention and Care concerning People with Disabilities] (excluding staff employed by the Instituto Nacional de Servicios Sociales [National Social-Services Institute], who are covered by a separate agreement).

1.4 Sector: public.

2. Characteristics of the agreement

- a. Includes offences of a sexual nature under serious misconduct and qualifies sexual harassment as very serious misconduct.
- b. Defines the type of disciplinary action to be taken in respect of each type of misconduct.
- c. Places responsibility with superiors who tolerate or conceal misconduct by their subordinates. This section does not refer directly to sexual harassment but may include it.
- d. Measures to protect people's privacy and dignity.

3. Specific features

Most relevant articles:

- a. definition of form of misconduct and corresponding form of disciplinary action:
 - Article 38: contains the definition of forms of misconduct and the corresponding forms of disciplinary action:

"Serious misconduct shall be deemed to mean failure to respect the privacy of male and/or female work colleagues, including offences of a verbal, physical or sexual nature."

"Sexual harassment shall be deemed to be very serious misconduct."

- Article 38.3: defines the form of disciplinary action corresponding to each form of misconduct.

Disciplinary action:

- 1. in the case of serious misconduct:
 - suspension from work, without pay, for between 2-4 days and 1 month;
 - suspension of the right to take part in selection procedures or examinations for promotion for a period of 1-2 years;
- 2. in the case of very serious misconduct:
 - suspension from work, without pay, for 1-3 months;
 - ineligibility for promotion for a period of 2-6 years;
 - compulsory transfer without any right to compensation;
 - dismissal;

- b. description of disciplinary procedure:

- Article 39: disciplinary procedure

"Sanctions for serious and very serious misconduct shall only be applied following the appropriate disciplinary proceedings (...), notification of whose commencement shall be given to the appropriate representative body and the person concerned, who shall be allowed to present their case before any decision concerning provisional suspension from work, without pay, is taken by the authority responsible for conducting the proceedings."

d. responsibility of superiors:

- Article 41: refers to the responsibility of superiors who tolerate or conceal misconduct by their subordinates:

"Superiors who tolerate or conceal misconduct by any of their subordinates shall be deemed to be responsible and shall be subject to any disciplinary action or sanctions that may be deemed to be appropriate."

Although it does not expressly refer to the concealment or toleration of sexual harassment by subordinates, this section may be interpreted to include this and to hold superiors responsible.

- Article 42: protection of workers' privacy and dignity

This article specifies that workers covered by this agreement are entitled to respect of their human dignity and privacy, and that the Administration shall take the necessary measures to protect that right, including opening the appropriate investigation and conducting any subsequent disciplinary proceedings.

4. National context

4.1 Format:

- agreement comprising 76 articles;
- relevant sections: Chapter XI, Articles 38-42.

4.2 Legal effect: forms part of the contractual terms and conditions of employment for all workers.

4.3 Geographical scope: national.

4.4 Functional scope: the various workplaces and functional units, both central and peripheral, that are directly answerable to the Ministerio de Asuntos Sociales and its autonomous bodies: Instituto de la Mujer, Instituto de la Juventud and Real Patronato de Prevención y Atención a Personas con Minusvalía.

4.6 Employee coverage:

- number of workers: 333;
- categories:
 - a. types of workers: all workers covered by a contract of employment;
 - b. groups included: men and women.

National collective agreement covering the extractive industries, glass-making industries, ceramics industry and industries exclusively dealing in the sale of these materials

1. Details of the agreement

1.1 Date of signing of agreement: 11 April 1996.

Date of entry into force: 1 January 1996.

Duration of agreement: to 31 December 1998.

Publication: BOE No 175 of 20 July 1996, pages 22863-22885.

1.2 Signatories:

- employers' side: Confederación Empresarial Española del Vidrio y la Cerámica [Spanish Confederation of Employers in the Glass-Making and Ceramics Industries];
- trade-union side: UGT and CCOO.

1.3 Type of agreement:

- geographical scope: national;
- employee coverage: all workers.

1.4 Sector: extractive industries, glass-making industries, ceramics industry and industries dealing exclusively in the sale of these materials.

2. Characteristics of the agreement

Misconduct deemed to be worse when sexual harassment takes place within a hierarchical relationship and/or concerns people working under fixed-term contracts of employment.

3. Specific features

- Article 73.11: "Conduct involving sexual harassment, verbal or physical abuse or psychological pressure that occurs in the workplace and involves degrading treatment of a worker, whether male or female, shall be deemed to be slight, serious or very serious misconduct, in accordance with the classification of misconduct set out in Article 71. In situations where such misconduct is committed by a person who is taking advantage of their hierarchical relationship with the other person concerned and/or is committed in respect of someone working under a fixed-term contract, that misconduct shall be deemed to be very serious."

- Article 76: Sanctions
 - c. for very serious misconduct:
 - a. temporary forfeiture of occupational category;
 - b. suspension from work, without pay, for between 11 days and 2 months;
 - c. disciplinary dismissal under Article 54 of the Estatuto de los Trabajadores [Workers' Statute].
- Article 77: cases of very serious misconduct shall give rise to disciplinary or summary proceedings, in which the complainant shall present his or her case.

This article also indicates the deadlines for appealing against any sanctions applied.

4. National context

4.1 Format:

- total number of articles: 125;
- relevant sections: Chapter VIII, Section 1a, Article 73.11 on sexual harassment within employment relationships; Section 2a, Article 76 on sanctions; and Article 77 on the system of sanctions.

4.2 Legal effect: forms part of the contractual terms and conditions of employment of all workers.

4.3 Geographical scope: national.

4.4 Functional scope: private enterprise.

4.5 Employee coverage:

- number of workers: 52 115;
- categories:
 - a. types of workers: all workers, with the exception of managers;
 - b. groups included: men and women.

Agreement covering the graphic arts, handling of paper and board, publishing and associated industries

1. Details of the agreement

1.1 Date of signing of agreement: 1 December 1994.

Date of entry into force: 1 January 1994.

Duration of agreement: to 31 December 1995.

Publication: BOE, No 21 of 25 January 1995, pages 2371-2403.

1.2 Signatories:

- employers' side: Federación Empresarial de Industrias Gráficas de España [FEIGRAF - Spanish Federation of Employers in the Graphics Industry], Asociación de Fabricantes de Papel Ondulado [AFCO - Association of Manufacturers of Corrugated Paper], and Federación de Gremios de Editores de España [Spanish Federation of Publishers' Guilds];
- trade-union side: CCOO and UGT.

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- graphic arts and associated industries, handlers of paper and board and publishing houses;
- public and private enterprises.

2. Characteristics of the agreement

Classifies sexual harassment as very serious misconduct and also states that harsher sanctions shall be applied where it can be proved that any form of reprisal is being taken against a person who has made a complaint about sexual harassment.

Any such reprisals shall lead to a harsher sanction being applied or may even lead to the application of further sanctions.

3. Specific features

Most relevant articles:

- Chapter 10, Article 10.2.4: classifies as very serious misconduct "any proven conduct that gives rise to the sexual harassment of any male or female worker within the enterprise. Where it can be proved that reprisals are being taken against a person making a complaint about sexual harassment, this shall lead to a harsher sanction being applied or may even, where appropriate, lead to the application of further sanctions, as befitting the conduct involved."

- Article 10.3.2: Sanctions

In the case of very serious misconduct:

- suspension from work, without pay, for 16-90 days;
- temporary ineligibility for promotion to higher occupational categories, for a period of up to four years;
- dismissal.

4. National context

4.1 Format:

- total of 16 chapters, with 16 articles;
- relevant sections: Chapter 10, Article 10.2 on misconduct; Article 10.2.4 on very serious misconduct; Article 10.3 on sanctions.

4.2 Legal effect: forms part of the contractual terms and conditions of employment of all workers.

4.3 Geographical scope: national.

4.4 Functional scope: all enterprises, bodies and institutions, both public and private, whose activities involve the graphic arts and associated industries, handling of paper and board, and publishing houses.

4.5 Employee coverage:

- number of workers: 120 000;
- categories:
 - a. types of workers not covered: senior management staff; technical staff who are commissioned to perform a particular service without any continuity of work and without fixed working hours and who are not included as part of the enterprise's workforce; commercial agents covered by a trading relationship; and commercial representatives covered by a special employment relationship;
 - b. groups included: men and women who provide their services, under a contract of employment, within enterprises or production units in the industries covered by the agreement.

3.2 Measures to achieve equality

This section covers collective agreements that make provision for the setting-up of a joint committee or special committee to ensure non-discrimination against women.

We have selected collective agreements that, in addition to making such provision, also set out the practical functions to be performed by such committees. We excluded agreements that simply make provision for the setting-up of a committee without clearly specifying its functions.

The collective agreement covering the Ministerio de Trabajo y Seguridad Social [Ministry of Labour and Social Security] is presented here as an example of a "good" agreement in this respect.

Setting-up of a Joint Equal-Opportunities Committee

Collective agreement covering the Ministerio de Trabajo y Seguridad Social [Ministry of Labour and Social Security], Fondo de Garantía Salarial [FOGASA - Wages Guarantee Fund], Instituto Nacional de Empleo [INEM - National Institute of Employment] and Instituto Nacional de Fomento de la Economía Social [INFES - National Institute for the Promotion of the Social Economy]

1. Details of the agreement

- 1.1 Date of signing of agreement: 30 May 1995.
Date of entry into force: 9 June 1995. Economic effects backdated to 1 January 1993.
Duration of agreement: to 31 December 1995.
Publication: BOE, No 136 of 26 April 1995, pages 17075-17094.
- 1.2 Signatories:
 - representatives of the State Administration (Ministerio de Trabajo y Seguridad Social);
 - trade-union side: representatives of UGT, CCOO and USO.
- 1.3 Type of agreement:
 - geographical scope: national.
- 1.4 Sector: Public Administration.

2. Characteristics of the agreement

- Committee to comprise a majority of women (minimum of 60%).
- Specification of functions to be entrusted to the committee.
- Right of committee to participate in defining the conditions governing job access and promotion, as well as in job evaluation.
- Right of committee to be involved in determining working conditions (health and safety at work).

3. Specific features

- Article 76: "A committee shall be set up to ensure there is no discrimination against women workers."

Composition of the committee:

- the committee shall comprise representatives of the signatories to this agreement and shall comprise a majority of women members (at least 60%).

Functions of the committee:

- to examine company rules to ensure there is no discrimination that might prejudice women's opportunities;
- to ensure that women participate equally in all the activities promoted by the Ministry and that there is no discrimination against them in this respect;
- to serve as an advisory body and issue opinions on women's working conditions and terms and conditions of employment by:
 - defining staff selection criteria;
 - defining staff promotion criteria;
 - evaluating jobs;
 - hours of work, working conditions and terms and conditions of employment;
 - health and safety at work.

4. National context

4.1 Format: the agreement comprises 76 articles. The aspect focused on here is covered by one article.

4.2 Legal effect: applicable to everyone working for the bodies indicated under a contract of employment.

4.3 Geographical scope: national.

4.4 Functional scope: Ministerio de Trabajo y Seguridad Social, Instituto Nacional de Empleo [INEM], Fondo de Garantía Salarial [FOGASA] and Instituto Nacional de Fomento de la Economía Social [INFES].

4.5 Employee coverage:

- number of workers: 7104;
- categories:
 - a. types of workers: all workers holding a contract of employment with the Ministerio de Trabajo y Seguridad Social, Instituto Nacional de Empleo [INEM], Fondo de Garantía Salarial [FOGASA] and Instituto Nacional de Fomento de la Economía Social [INFES];
 - b. groups included: men and women.

3.3 Introduction of mechanisms to guarantee equality of job access

In this section, we have selected collective agreements that introduce anti-discrimination measures for women to ensure equality of job access. In the case of the agreement covering the chemicals sector, workers' representatives are assigned responsibility for ensuring that there is no discrimination concerning entry into the workforce or inclusion in competitive examinations for promotion.

However, we need to stress the fact that, in Spain, a great deal of importance is placed on length of service as a criterion for promotion, and we have not found a single collective agreement that does not give priority to length of service where there are two candidates for promotion who are equally eligible in all other ways. This criterion does not favour women; on the contrary, it discriminates against them, since women's occupational histories tend to be less continuous than those of men because of periods of maternity leave that are not included in their service record. In the case of the chemicals sector, the fact that the length-of-service criterion is being maintained as a priority may be in contradiction with the anti-discrimination measures introduced by the collective agreement covering this sector.

The second agreement selected covers the paste, paper and board sector. An interesting feature of this agreement is that it introduces the mechanism of "transparency" to oblige enterprises to provide information on the gradings of all personnel, classified by occupational groups and categories. Similarly, the comité de empresa [workers' committee] is responsible for monitoring staff selection processes to ensure that the principles of non-discrimination and gender equality are respected. Here, too, as regards promotion, length of service will tip the balance between two candidates who are otherwise equally eligible. It is to be hoped that workers' representatives will take steps to ensure that these principles of indirect discrimination are reviewed.

The two agreements are "good", in the Spanish context, in that they introduce measures of "transparency" in job access and promotion.

We have also included in this section the agreement covering the textiles sector, which includes clauses on the principle of non-discrimination and on appeals to the joint committee, which has been set up to deal with any issues arising out of the agreement and to guarantee the principle of non-discrimination.

Finally, this section includes the agreement covering the hotel and catering trade in Catalonia, which contains a clause on continuing training for workers when there is a need for technological change or for a change of post. This training takes place during working hours. Although it is not aimed solely at women, this provision seems to be of vital importance in ensuring that women have equal access to training, since it is much more difficult for women to attend any training offered outside working hours. Also, the hotel and catering trade is a sector with a high proportion of women in the least skilled occupational categories.

There are a few other agreements that refer to continuing training or retraining for workers, but we have not included them because they do not make provision for any practical measures to ensure that such training takes place.

Xth collective agreement covering the chemicals industry

1. Details of the agreement

- 1.1 Date of signing of agreement: 23 March 1995.
Date of entry into force: 18 May 1995. Economic effects backdated to 1 January 1995, and to 1 January 1996 in the case of the second year in which it is in force.
Duration of agreement: to 31 December 1996.
Publication: BOE, No 105 of 3 May 1995, pages 12829-12854.
- 1.2 Signatories:
- employers' side: Federación de la Industria Química [FEIQUE - Federation of the Chemicals Industry], representing enterprises;
 - trade-union side: representatives of the UGT and CCOO.
- 1.3 Type of agreement:
- geographical scope: national.
- 1.4 Sector: chemicals industry.

2. Characteristics of the agreement

- Measures to guarantee equal opportunities as regards job access and promotion.
- Removal of causes of absenteeism that penalized women.
- Recognition of equal rights for male and female workers with part-time contracts of employment.
- Setting-up of a joint committee to study any inequalities on the grounds of gender.

3. Specific features

a. Articles concerning trade-union monitoring of recruitment and promotion:

- Article 11: "The employer shall notify workers' representatives of any post or posts he is considering filling, the conditions that candidates need to fulfil and the nature of the selection tests to be conducted. Workers' representatives shall ensure that the selection process is objective and that there is no discrimination against women as regards joining the workforce."
- Article 17: Promotion
"The evaluation system (for promotion) designed by management shall be submitted for the approval of workers' representatives."

"Workers' representatives (2) shall sit on the competition/examination panel and shall have the right to give their opinion but not to vote. Similarly, any reservations they might have shall be duly minuted."

"In applying the provisions of this article, the equal right of all workers to promotion shall be respected, without any discrimination on grounds of age or gender."

b. Changes in the calculation of absenteeism:

- Article 33: the following absences shall not be included in records of absenteeism:
 - women workers entitled to a one-hour reduction in their working hours to breast-feed an infant under the age of 9 months;
 - time off or leave of absence for maternity.

c. Recognition of equal rights for part-time workers:

- Article 13.3: "Workers covered by a part-time contract of employment shall have the same rights and entitlement to equal treatment as regards the employment relationship as other members of the workforce, without prejudice to any restrictions that may derive from the nature and duration of their contract of employment."

d. Creation of a joint committee:

Supplementary Provision 4: "It is hereby agreed by the signatories to this agreement that a joint committee shall be set up and shall, while this agreement remains in force, study any inequalities that may affect women workers in the chemicals industry."

4. National context

4.1 Format:

- the agreement comprises 84 articles; BOE pages 12829-12854;
- relevant sections: Articles 11, 13, 17 and 33 and Supplementary Provision 4.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

Collective agreement covering the textiles and clothing industry

1. Details of the agreement

1.1 Date of signing of agreement: 21 February 1995.

Date of entry into force: 21 February 1995. Economic effects backdated to 1 January 1994, with those relating to 1995 being backdated to 1 January 1995.

Duration of agreement: to 31 December 1995.

Publication: BOE, No 116 of 16 May 1995.

1.2 Signatories:

- employers' side: Consorcio Intertextil Español [Spanish textile-industry employers' association], APOYFIDE, Asociación Nacional de Desmotadores de Algodón [National Association of the Cotton-Processing Industry], and Unión Nacional de Fabricantes de Moquetas y Alfombras [National Union of Carpet and Rug Manufacturers];
- trade-union side: Federación de Industrias Textil-Piel, Químicas y Afines de CCOO [CCOO Federation of the Textiles, Leather, Chemicals and Associated Industries], and Federación de Industrias Afines de UGT [UGT Federation of Associated Industries].

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- textiles and clothing;
- private enterprises.

Number of workers:

2. Characteristics of the agreement

Principle of non-discrimination concerning promotion and the occupational categories covered, both for staff working under permanent contracts of employment and for those working under fixed-term contracts of employment.

Creation of a joint committee to monitor application of the principle of non-discrimination.

3. Specific features

The agreement covers an industry with a high proportion of women workers.

Most significant articles:

- Article 18: "Occupational categories and promotion criteria within the enterprise shall be covered by identical rules for workers of both sexes."

- Article 31: "The principle of non-discrimination laid down in Article 17 of the Estatuto de los Trabajadores [Workers' Statute] shall be applied both to staff working under permanent contracts of employment and to staff working under fixed-term contracts of employment."
- Supplementary Provision 4: setting-up of a joint committee to monitor and regulate application of the agreement. This committee shall also be responsible for ensuring that there is no discrimination on the grounds of gender.

"To guarantee the principle of non-discrimination laid down by the agreement, this joint committee shall monitor and deal with any discrimination of either a direct or indirect nature."

4. National context

4.1 Format:

- the agreement comprises 131 articles. BOE page 14061 et seq;
- relevant sections: Articles 18 and 31 and Supplementary Provision 4.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.4 Functional scope: enterprises concentrating on activities within the textiles and clothing industry and other activities associated with the textiles industry.

4.5 Employee coverage:

- number of workers: 300 000;
- categories:
 - a. types of workers: all workers, with the exception of senior management staff;
 - b. groups included: men and women.

Training

Collective agreement covering the hotel and catering trade

1. Details of the agreement

1.1 Date of signing of agreement: 16 August 1995.

Date of entry into force: 1 May 1995.

Duration of agreement: to 30 April 1998.

Publication: Diari Oficial de la Generalitat de Catalunya [DOGC - Official Gazette of the Autonomous Government of Catalonia], No 2152 of 10 January 1996, pages 278-292.

1.2 Signatories:

- employers' side: Confederación Empresarial de Hosteleria de Cataluña [Confederation of Employers in the Hotel and Catering Trade in Catalonia];
- trade-union side: UGT.

1.3 Type of agreement:

- geographical scope: Catalonia;
- employee coverage: all workers.

1.4 Sector:

- enterprises and establishments in the hotel and catering trade and other enterprises whose activities are directly related to the provision of services by the hotel and catering trade;
- private enterprises.

2. Characteristics of the agreement

Training during working hours in a sector with a high proportion of women workers.

3. Specific articles

- Article 46: vocational training

"Enterprises shall offer retraining when there is a need for technological change or for a change of post, and the worker concerned shall be given that training during working hours."

"Collective bargaining at sectoral and enterprise level shall be used to negotiate hours during the working day when duly selected workers can take part in training schemes associated with personal, occupational and cultural advancement."

4. National context

4.1 Format:

- the agreement comprises 52 articles and annexes;
- relevant sections: Chapter XIII - Vocational Training - Article 46.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.5 Functional scope: enterprises and establishments in the hotel and catering trade and other enterprises whose activities are directly related to the provision of services by the hotel and catering trade. It also covers enterprises whose main activity is the provision of accommodation and/or catering services of all kinds.

4.6 Employee coverage:

- categories:
 - a. types of workers: all workers employed by enterprises within the agreement's functional and geographical scope.

3.4 Family/work interface

In this section, we present the best agreements containing clauses that promote the sharing of family responsibilities by men and women or which enable parenting to be integrated with employment.

The main topics are:

- leave of absence for maternity and paternity and methods of reinstatement;
- reduced working hours to allow for the feeding of infants under the age of one;
- time off for maternity and paternity;
- time off to care for relatives;
- legal guardianship;
- job transfers for pregnant women.

The agreements presented here have been selected on the basis of the following criteria:

- a. Equal opportunities for both male and female workers as regards securing time off for maternity and leave of absence to care for children or relatives, so that family responsibilities do not fall solely on women. We sought instances in which this was made explicit in the agreement.
- b. Automatic right to reinstatement after time off for maternity or paternity, i.e. genuine reservation of post rather than the possibility of returning to work being dependent on there being a post vacant at that time. In this respect, we rejected all the agreements that did not make provision for workers to return to the job they occupied before taking time off or leave of absence.
- c. The period of leave of absence is included in the worker's length-of-service record as a period of work. This is of great importance since, in Spain, it is very common for length of service to be taken as a promotion criterion, and it also has financial implications. We have selected agreements that offer improved conditions in this respect.
- d. Reinstatement does not involve any loss of skills. In this respect, the collective agreement covering supermarkets and self-service outlets seems to be the most progressive, since it attempts to ensure that male or female workers who are coming to the end of their leave of absence for maternity or paternity can take part in training activities.
- e. Periods of leave of absence for maternity are calculated from the end of the post-natal period so as not to lead to any reduction in the total period of time off. We have, however, included the RENFE agreement, in which the period of leave of absence is calculated from the date of birth of the child, since the agreement offers other benefits (see the section on the RENFE agreement).

- f. With regard to the care of children or relatives, we have selected agreements that cover the extended family (grandchildren, grandparents, brothers and sisters, rather than just the nuclear family), though provisions may be restricted to the care of "dependent" relatives.
- g. With respect to time off for breast-feeding, we have selected an agreement that allows women to take an hour off at the beginning or end of their working day, unlike the majority of agreements, which limit time off to 30 minutes if it is taken at the beginning or end of working hours. In selecting agreements for this section, we also took account of whether or not time off could be taken by either the father or the mother.
- h. As regards the issue of "job transfers for pregnant women", we excluded agreements that made such transfers possible only as of a particular month of the pregnancy (often the fourth month).

Leave of absence for maternity, paternity and care of relatives

Agreement covering the iron and steel industry in the Province of Barcelona

1. Details of the agreement

1.1 Date of signing of agreement: 14 September 1994.

Date of entry into force: 1 January 1994.

Duration of agreement: to 31 December 1995.

Publication: DOGC, No 1947 of 14 September 1994, pages 6106-6116.

1.2 Signatories:

- employers' side: enterprises in the iron and steel industry;
- trade-union side: representatives of the UGT and CCOO.

1.3 Type of agreement:

- geographical scope: Province of Barcelona.

1.4 Sector:

- iron and steel industry;
- private enterprises.

2. Characteristics of the agreement

- Leave of absence for maternity or paternity, with immediate reinstatement in previous post.
- Voluntary leave of absence to care for relatives suffering serious disability. Period of voluntary leave of absence not less than one year and not more than five years, accompanied by entitlement to reservation of post.

3. Specific features

- Important sector in the Province of Barcelona.
- a. Automatic reinstatement in previous post following leave of absence for maternity or paternity:

Article 58.2

- any male or female worker who has taken leave of absence for maternity or paternity shall be entitled to return to work and to be immediately reinstated in his or her previous post, provided he or she submits a written request at least one month before the end of the period of leave of absence;
- the worker concerned shall be reinstated in the occupational category in which he or she was included prior to the period of leave of absence;
- where both parents are employed by the same enterprise, only one of them shall be entitled to request leave of absence.

- b. Leave of absence to care for relatives with an officially recognized serious disability, with reservation of post:

Article 58.3

- any worker who has a dependent father, mother, spouse, child, grandparent, grandchild or sibling who is officially recognized as having a serious disability may request voluntary leave of absence and be entitled to reservation of his or her post;
- duration of leave of absence: 1-5 years;
- request for reinstatement must be made in writing with one month's notice;
- where two or more people from the same family are employed by the same enterprise, only one of them may take up the right to time off for this purpose.

4. National context

4.1 Format:

- the agreement comprises 70 articles;
- relevant sections: Article 58 - Leave of absence.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: Province of Barcelona.

4.4 Functional scope:

- all enterprises in the iron and steel industry, be they involved in production, processing or storage. Also auxiliary, complementary and associated enterprises involved in the iron and steel industry or in work involving installation, assembly or maintenance in this sector;
- this agreement also covers enterprises manufacturing metal containers (containers whose walls are thicker than 0.5 mm); enterprises producing electric cables; and industries involved in precision engineering and optics.

4.5 Employee coverage:

- categories:
 - a. types of workers: all workers, with the exception of senior management staff;
 - b. groups included: men and women.

Time off to care for relatives

Collective agreement covering the perfume industry and associated industries

1. Details of the agreement

1.1 Date of signing of agreement: 28 June 1994.

Date of entry into force: 11 August 1994. Economic effects backdated to 1 January 1994.

Duration of agreement: to 31 December 1995.

Publication: BOE, No 191 of 11 August 1994.

1.2 Signatories:

- employers' side: Asociación de Fabricantes de Perfumeria y Afines [STANPA - Association of Perfume Manufacturers and Associated Industries];
- trade-union side: representatives of the UGT and CCOO.

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- perfume industry;
- private enterprises.

2. Characteristics of the agreement

- Time off may be granted to both male and female workers, where the spouse also works, to care for their spouse, parents or unmarried children suffering from serious illness, provided they live under the same roof as the worker. Maximum period of time off: one year.
- Automatic reinstatement in previous post at the end of the period of time off.

3. Specific features

- High proportion of women covered by the agreement

Article 44: Leave of absence

a. to care for sick relatives

"Workers may be granted leave of absence for a maximum period of one year, with automatic reinstatement, to care for their spouse, parents or unmarried children suffering from serious illness, provided the spouse is working and the person to be cared for lives under the same roof as the worker."

4. National context
- 4.1 Format:
- the agreement comprises 79 articles; BOE, page 25990 et seq;
 - relevant sections: Article 44.
- 4.2 Legal effect: significance of time off to care for close relatives who are sick, with automatic reinstatement.
- 4.3 Geographical scope: national.
- 4.4 Functional scope: enterprises in the perfume industry and associated industries.
- 4.5 Employee coverage:
- number of workers: 17 900;
 - categories:
 - a. types of workers: all workers, with the exception of senior management staff;
 - b. groups included: men and women.

Time off to attend medical appointments with children or parents

Collective agreement covering the sector involved in the sale of industrial chemical products, drugs, perfumes and associated products

1. Details of the agreement

1.1 Date of signing of agreement: 23 June 1993.

Date of entry into force: 18 August 1993. Economic effects backdated to 1 January 1993.

Duration of agreement: to 31 December 1996.

Publication: Legislation - Agreements at 31 August 1993 - pages 1177-1192.

1.2 Signatories:

- employers' side: Federación de Mayoristas de Droguería y Perfumería [Federation of Drug and Perfume Wholesalers], AMIEX, FEDEQUIM and PERDROFE;
- trade-union side: Federación Estatal de Industrias Químicas de CCOO [CCOO National Chemicals-Industries Federation] and Federación Estatal de Comercio de UGT [UGT National Federation of Commerce].

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- wholesalers and importers of industrial chemical products, drugs, perfumes and associated products;
- private enterprises.

2. Characteristics of the agreement

Entitlement to time off, without loss of pay, to attend medical appointments for oneself; where both partners are employed by a third party, this entitlement is extended to attending medical appointments for children who are still minors, a parent or spouse.

3. Specific features

Entitlement to time off without any specified maximum frequency or period, provided a doctor's note is submitted.

Article 22: "When, because of illness, a worker needs to attend an appointment with social-security doctors during working hours, either for him/herself or, where both partners are employed by a third party, for a child who is still a minor, or for a parent who is physically disabled and lives under the same roof as the worker, the employer shall allow that worker to take the necessary time off, without loss of pay."

In the case of specialist treatment, entitlement to time off is extended to private consultations.

4. National context

4.1 Format:

- the agreement comprises 62 articles and one annex;
- relevant section: Article 22 - Attending medical appointments.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.5 Functional scope: wholesalers and importers of industrial chemical products, drugs, perfumes and associated products.

4.6 Employee coverage:

- number of workers: 5538;
- categories:
 - a. types of workers: all employees of enterprises within the agreement's functional and geographical scope.

Time off for maternity and paternity

Collective agreement covering the photographic industry

1. Details of the agreement

1.1 Date of signing of agreement: 28 June 1994.

Date of entry into force: 1 January 1994.

Duration of agreement: to 31 December 1995.

Publication: BOE, No 233 of 29 September 1994, pages 30252-30269.

1.2 Signatories:

- employers' side: Federación Española de Profesionales de la Fotografía y la Imagen [FEP - Spanish Federation of Professional Photographers], Asociación Nacional de Empresas Fotográficas [ANEFOT - National Association of Photography Enterprises], Asociación Provincial de Fotógrafos Profesionales de Madrid [APROFOT - Madrid Provincial Association of Professional Photographers], Asociación Catalana de Empresas Fotográficas [ACEFOT - Catalan Association of Photography Enterprises] and "Paisajes Españoles y Centros de Tratamiento de la Documentación SA" [CTD - Spanish Landscapes and Document-Processing Centres Ltd];
- trade-union side: Federación de Servicios de UGT [FES-UGT - UGT Federation of Services] and Federación Sindical del Papel, Artes Gráficas, Comunicación y Espectáculo de CCOO [CCOO Trade-Union Federation of the Paper, Graphic Arts, Communications and Performing-Arts Industries].

1.3 Type of agreement:

- geographical scope: national;
- employee coverage: all workers.

1.4 Sector:

- photography enterprises;
- private enterprises.

2. Characteristics of the agreement

- Leave of absence for paternity or maternity.
- Four weeks' time off for paternity at the end of the period of time off for maternity.
- Voluntary leave of absence.
- Leave during school holidays for workers with children of nursery-school or school age (enterprises with more than 100 workers).

3. Specific features

Articles referring to leave of absence for paternity or maternity:

Article 10.2

"Workers shall be entitled to leave of absence, of no more than three years, to care for each child, whether it is natural or adopted, calculated from the date of birth of the child. Each subsequent child gives entitlement to a new period of leave of absence which, where appropriate, shall lead to cancellation of any such period already being taken for a previous child. When both the father and mother are working, only one of them shall be entitled to exercise this right to leave of absence."

Time off for paternity:

"Where both the mother and father are working, they may, at the beginning of the period of maternity leave, opt for the father to take up to four of the last weeks of the period of suspension of work, provided they are uninterrupted and taken at the end of that period, unless, at the time of this option coming into effect, the woman's return to work involves a risk to her health."

Leave of absence for paternity or maternity for an adopted child:

"In the event of adoption, if the adopted child is under nine months old, suspension of work shall last for a maximum of eight weeks, from the date of the judicial ruling confirming the adoption. If the adopted child is under the age of five years and over the age of nine months, suspension of work shall last for a maximum of six weeks. Where both the father and mother are working, only one of them shall be entitled to exercise this right."

Voluntary leave of absence: Article 10.6

- voluntary leave of absence for a period of three months to five years;
- obligation on the part of the enterprise to grant such leave of absence to workers with a length-of-service record of two years or more;
- the worker may apply for voluntary leave of absence without specifying grounds, unless he or she is going to use the time to undertake an activity identical or similar to that of the enterprise of origin;
- granting of voluntary leave of absence may be discretionary if fewer than four years have elapsed since a previous period of leave of absence;
- if leave of absence has been requested for a period of more than three months, once three months have passed the worker may choose not to take the remaining leave of absence, providing he or she gives at least one month's notice;
- the enterprise shall reinstate the worker in the post he or she occupied at the time of requesting leave of absence;

- the period of leave of absence shall not be taken into account in the worker's length-of-service record.

Leave during school holidays: Article 9.4: Holidays

Enterprises with a workforce of more than 100 permanent employees must grant at least 15 days' holiday during the school summer vacation in July and August to workers who request it and who have children of nursery-school or school age. These same workers may take their remaining leave, if they so request, during the school holidays at Christmas or Easter.

4. National context

4.1 Format:

- the agreement comprises 19 chapters, with a total of 19 articles;
- relevant section: Articles 10.2 and 10.6.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.5 Functional scope:

- photography enterprises, with or without their own gallery;
- commercial establishments dedicated solely and exclusively to the sale of photographic equipment, articles or products;
- enterprises running automatic photograph booths;
- micro-photography enterprises;
- aerial-photography enterprises.

This agreement also governs enterprises that reproduce photographs, as enlargements or miniatures, and enterprises responsible for the retouching of printed originals for commercial or advertising purposes.

4.6 Employee coverage:

- number of workers: 7000;
- categories:
 - a. types of workers: all workers of enterprises included within the agreement's functional and geographical scope.

Leave of absence for child care

XIth collective agreement covering Red Nacional de los Ferrocarriles Españoles [RENFE - Spanish National Railways Network]

1. Details of the agreement

- 1.1 Date of signing of agreement: 13 June 1995.
Date of entry into force: 1 January 1994.
Duration of agreement: to 31 December 1996.

1.2 Signatories:

- employers' side: representatives of RENFE management;
- trade-union side: representatives of UGT, CCOO and SEMAF.

- 1.3 Type of agreement: national (public) enterprise.

- 1.4 Sector: railways.

2. Characteristics of the agreement

- Leave of absence for maternity or paternity, when both partners are working, with reservation of post.
- The period of leave of absence is taken into account in the worker's length-of-service record.
- Workers taking leave of absence may take part in competitions for transfers and promotion as if they were still at work.
- Subsequent children give entitlement to a new period of leave of absence.

3. Specific features

- Size of the enterprise.
- Period of leave of absence: maximum of three years.

Chapter on leave of absence - Title VII - Article 281

"Workers shall be entitled to a period of leave of absence of no more than three years to care for each child, which period shall be calculated from the date of birth of the child."

- No limit on the number of periods of leave of absence, with each child giving entitlement to a new period of leave of absence.

- Where another child is born while a period of leave of absence is already being taken and a new period of leave of absence is requested, the latter shall lead to cancellation of the former.

4. National context

4.1 Format:

- the XIth collective agreement covering RENFE is linked to the Xth collective agreement and contains only clauses that improve upon the previous agreement;
- relevant sections: Clause 17, "Leave of absence for child care" - Chapter on leave of absence - Title VII, "Leave of absence and suspensions of the employment relationship", Article 281.

4.2 Legal effect: applicable to all workers under pay levels 2-18 inclusive, and other workers who, although they do not come under these pay levels, form part of the support structure.

4.3 Geographical scope: national.

4.4 Functional scope: RENFE.

4.5 Employee coverage:

- number of workers: 38 068;
- categories:
 1. types of workers not covered by this agreement:
 - a. management-structure staff, who are divided into three groups: senior management, management and professional and managerial staff;
 - b. qualified technical staff who enjoy preferential treatment under the rules governing working time and technical staff who are contracted to perform a specific job or provide a specific service without being subject to statutory working time or against payment of fees;
 - c. public, civil or military employees who are on active or supernumerary service, who, in these circumstances, provide services within the network;
 2. groups included: men and women working under a contract of employment who are not included in the categories mentioned above.

Leave of absence for maternity and paternity, and training

XXIIIrd collective agreement covering supermarkets and self-service food outlets

1. Details of the agreement

- 1.1 Date of signing of agreement: 16 August 1995.
Date of entry into force: 16 August 1995. Economic effects backdated to 1 January 1995.
Duration of agreement: to 31 December 1996.
Publication: BOE, No 230 of 26 September 1995, pages 8-16.
- 1.2 Signatories:
- employers' side: GESAB [employers' association];
 - trade-union side: UGT.
- 1.3 Type of agreement:
- geographical scope: city and Province of Barcelona;
 - employee coverage: all workers.
- 1.4 Sector:
- retail supermarkets and self-service food outlets;
 - private enterprises.

2. Characteristics of the agreement

- Right to attend training courses for workers who are taking leave of absence, to facilitate their return to work.
- Leave of absence for child care included in length-of-service record.
- Reservation of post for the first year of leave of absence.
- Other characteristics:
 - job transfers for pregnant women if there is a risk of abortion or infant abnormality;
 - time off for paternity;
 - time off for adoption, which may be granted to either the father or mother if they are both working.

3. Specific features

Sector with a high proportion of women employees

Article 15: Protection of maternity

- any period of leave of absence shall be included in the worker's length-of-service record;
- workers shall be entitled to attend vocational-training courses, particularly when they are returning to work;
- reservation of post for the first year of leave of absence;
- after the first year of leave of absence, a post within the worker's original occupational group or an equivalent category shall be reserved.

4. National context

4.1 Format:

- the agreement comprises 54 articles;
- relevant section: Article 15 - Protection of maternity.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: city and Province of Barcelona.

4.5 Functional scope: retail trade in establishments within the supermarket and self-service food sector.

4.6 Employee coverage:

- categories:
 - a. types of workers: all workers in enterprises included within the agreement's functional and geographical scope.

Care of sick children (minors)

Collective agreement covering the sector producing hand-made, orthopaedic and made-to-measure footwear and workshops specializing in the repair and maintenance of used footwear

1. Details of the agreement

1.1 Date of signing of agreement: 31 March 1995.

Date of entry into force: 1 January 1995.

Duration of agreement: to 31 December 1996.

Publication: BOE, No 185 of 4 August 1995, pages 24194-24202.

1.2 Signatories:

- employers' side: Federación Nacional Profesional de Artesanos del Calzado (Reparación y Medida-Ortopedia) [National Professional Association of Cobblers (Repairs and Made-to-Measure/Orthopaedic Footwear)];
- trade-union side: Federación Estatal Textil-Piel, Químicas y Afines CCOO [CCOO National Federation of the Textiles, Leather, Chemicals and Associated Industries] and Federación de Industrias Afines de UGT [UGT Federation of Associated Industries].

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- enterprises specializing in the manufacture of hand-made, orthopaedic and made-to-measure footwear and workshops specializing in the repair and maintenance of used footwear;
- private enterprises.

2. Characteristics of the agreement

- Paid time off for up to seven days a year to care for sick children (minors).
- Time-off rights cover care in the home and doctor's appointments.
- Time off may be requested by either the father or the mother.
- Possibility of requesting leave of absence for maternity of up to three years, as of the date of post-natal discharge from hospital, with reservation of post.

3. Specific features

a. Time off with pay

Article 31

"Workers shall be entitled to seven days' time off with pay per year to care for sick children (doctor's appointments and care in the home). This time off may be taken by either the father or the mother."

b. Leave of absence for maternity

"In the event of maternity/paternity, male and female workers shall be entitled to request and receive leave of absence, with reservation of their post, for a minimum of one year and a maximum of three years; any such leave of absence shall begin on the day following post-natal discharge from hospital."

- Request in writing within 30 calendar days of the date of birth.
- Indication of the duration of the leave of absence.
- Post-natal discharge certificate, which must be submitted within 15 days of its issue.
- Possibility of deferment, provided the period of leave of absence requested plus the period of deferment do not exceed three years in total.
- Written request for reinstatement at least 30 calendar days before the end of the period of leave of absence.

4. National context

4.1 Format:

- the agreement comprises 50 articles and three annexes;
- relevant section: Article 31 - Leave of absence for maternity.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.5 Functional scope: enterprises specializing in the manufacture of hand-made, orthopaedic and made-to-measure footwear and workshops specializing in the repair and maintenance of used footwear.

4.6 Employee coverage:

- number of workers: 1754;
- categories:
 - a. types of workers: all workers in enterprises within the agreement's functional and geographical scope.

Reduction in working hours for breast-feeding

Ist collective agreement covering producers of pizzas and pre-cooked products for home delivery

1. Details of the agreement

1.1 Date of signing of agreement: 4 February 1994.

Date of entry into force: 1 January 1994.

Duration of agreement: to 31 December 1994.

Publication: BOE, No 108 of 6 May 1994, pages 14071-14078.

1.2 Signatories:

- employers' side: Asociación Española de Comidas Preparadas para su Venta a Domicilio [PRODELIVERY - Spanish Association of Producers of Pre-Cooked Meals for Home Delivery];
- trade-union side: CCOO and UGT.

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- enterprises specializing in the preparation and/or production of pizzas or other pre-cooked foods for home delivery;
- private enterprises.

2. Characteristics of the agreement

- One-hour reduction in working hours for breast-feeding.
- Possibility of reducing working hours by one hour at the beginning or end of the working day.
- Right attributed to either the father or the mother.

3. Specific features

- First agreement covering the sector.
- Improvement in the reduction in working hours.

Article 21: Paid time off

"In order to breast-feed an infant under the age of one, women workers shall be entitled to absent themselves from work for one hour, which may be divided into two sessions. In respect of this right, women may choose to reduce their usual working hours by taking an hour off at either the beginning or the end of the working day."

"Where both parents are working, this right may be exercised by either the father or the mother. The aforementioned periods refer to daily working hours."

4. National context

4.1 Format:

- the agreement comprises 64 articles and is divided into nine chapters;
- relevant section: Article 21 - Paid time off.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Coordination with other agreements: none.

4.4 Geographical scope: national.

4.5 Functional scope: workplaces whose sole activity is the preparation and/or production of pizzas or other pre-cooked foods for home delivery.

4.6 Employee coverage:

- number of workers: 9000;
- categories:
 - a. types of workers: all workers who, during the period of the agreement, make up the workforce of workplaces within the agreement's functional and geographical scope.

Change in working hours to care for an infant
under the age of one year

Collective agreement covering railway subcontractors

1. Details of the agreement
 - 1.1 Date of signing of agreement: 12 July 1995.
Date of entry into force: 30 August 1995. Economic effects backdated to 1 January 1995.
Duration of agreement: to 31 December 1996.
Publication: BOE, No 206 of 29 August 1995, pages 26555-26566.
 - 1.2 Signatories:
 - employers' side: UNECOFE and ASECONFER;
 - trade-union side: UGT and CCOO.
 - 1.3 Type of agreement:
 - geographical scope: national;
 - employee coverage: all workers of railway-service subcontractors.
 - 1.4 Sector:
 - enterprises contracted to provide railway services;
 - private enterprises.
2. Characteristics of the agreement
 - Financial assistance for children with learning difficulties.
 - Change in working hours to care for a child under the age of one year.
3. Specific features

Articles referring to the features mentioned above:

- Article 13: Aid for children with learning difficulties

"The railway subcontractors included within the fields of application of this agreement shall establish and maintain a system of aid for employees covered by this agreement who have children with learning difficulties; this aid shall consist of a monthly payment of Ptas 8280 for each child with learning difficulties, for the year 1995."
- Article 35: Change of shift

"Where both partners work for the same enterprise, one of them shall be entitled to submit a request, which the enterprise shall honour, to change his or her working hours for the first 12 months of breast-feeding, in order to share child care. In this event, the employer and workers' representatives shall negotiate to decide who should change jobs in order to ensure continued service provision."

4. National context

4.1 Format:

- the agreement comprises 44 articles;
- relevant sections: Articles 13 and 37.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Geographical scope: national.

4.5 Functional scope: the term "railway-services subcontractor" is deemed to cover any enterprise involved in the relationship deriving from the concession of services by RENFE or any other railway body.

4.6 Employee coverage:

- number of workers: 5100;
- categories:
 - a. types of workers: all workers in enterprises included within the agreement's functional and geographical scope.

Legal guardianship

IVth collective agreement covering private education centres under the general system or regulated education without any level of accreditation or public funding

1. Details of the agreement

1.1 Date of signing of agreement: 13 September 1994.

Date of entry into force: 18 October 1994. Economic effects backdated to 1 January 1994.

Duration of agreement: to 31 December 1995.

Publication: BOE, No 248 of 17 October 1994, pages 32414-32425 et seq.

1.2 Signatories:

- employers' side: ACADE and CECE;
- trade-union side: FETE-UGT, USO and FSIE.

1.3 Type of agreement:

- geographical scope: national.

1.4 Sector:

- private education under the general system or regulated education without any public funding, or non-accredited centres;
- private enterprises.

2. Characteristics of the agreement

Possibility of reducing working hours for the legal guardianship of a minor or a person with physical or mental disabilities.

3. Specific features

Sector with a high feminization rate

- Reduction in pay proportionally less than reduction in working hours.

Article 37: Reduction in working hours

"Anyone who, because he or she is a legal guardian, is directly responsible for a child under the age of six or a person with physical or mental disabilities, who is not undertaking any other paid activity, shall be entitled to a reduction in working hours, with the corresponding reduction in pay being equivalent to no less than a third and no more than half of the reduction in working hours."

4. National context

4.1 Format:

- the agreement comprises 89 articles and five annexes;
- relevant section: Article 37.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

4.3 Coordination with other agreements: none.

4.4 Geographical scope: national.

4.5 Functional scope: private education not covered by public funding, and non-accredited centres.

4.6 Employee coverage:

- number of workers: 36 812;
- categories:
 - a. types of workers: all staff covered by a contract of employment who provide their services in the centres indicated.

Job transfers for pregnant women

Sectoral collective agreement covering superstores

1. Details of the agreement

1.1 Date of signing of agreement: 6 June 1995.

Date of entry into force: 1 January 1995.

Duration of agreement: to 31 December 1996.

Publication: BOE, No 178 of 27 July 1995, pages 22973-22984.

1.2 Signatories:

- employers' side: Asociación Nacional de Medianas y Grandes Empresas de Distribución [ANGED - National Association of Medium-Sized and Large Retail Enterprises];

- trade-union side: FETICO, FASGA, UGT and CCOO.

1.3 Type of agreement:

- geographical scope: national;

- employee coverage: all workers.

1.4 Sector:

- mixed retail trade in medium-sized and large stores; superstores; hypermarkets; department stores;

- private enterprises.

2. Characteristics of the agreement

Job transfers for pregnant women.

3. Specific features

Sector with a high proportion of women workers.

Article 15: "As far as the organization of work allows, enterprises shall provide pregnant workers with a post befitting their condition.

Due application of the above paragraph shall be binding and obligatory when the woman's request is based on the professional advice of social-security services."

4. National context

4.1 Format:

- the agreement comprises 82 articles;

- relevant section: Article 15.

4.2 Legal effect: applicable to all workers covered by a contract of employment.

- 4.3 Geographical scope: national.
- 4.5 Functional scope: enterprises within the Asociación Nacional de Grandes y Medianas Empresas de Distribución [ANGED] which conduct trading activities and mixed retail trading in medium-sized and large stores, superstores, hypermarkets and department stores.
- 4.6 Employee coverage:
- number of workers: 108 000;
 - categories:
 - a. types of workers: all workers in enterprises within the agreement's functional and geographical scope.

IV. Conclusions

Selecting "good" collective agreements was a laborious task because this is the first study to be conducted from this perspective in Spain. It was also a difficult and delicate task, partly because of the very ambiguity of the concept of a "good" agreement, and partly because, in the selection process, there is a risk of forgetting the tricky negotiations that lie behind each agreement.

The "positive" approach that embraces the task of seeking out the best agreements therefore invites reflection on the criteria that need to be considered with a view to equal opportunities and may provide an opportunity for reopening the debate on this topic and on the focal points chosen for the selection process.

Analysis of the selection of "good" agreements signed in Spain during 1994 and 1995 offers an overview of the situation as regards equal opportunities.

The collective agreements selected have been grouped under the following four main headings:

- organizational cultures;
- measures to achieve equality;
- job access;
- family/work interface.

In the section on organizational cultures, we have included collective agreements that contain clauses on changes in organizational structures that are favourable to women. We have included coverage of sexual harassment in this group.

Sexual harassment is a topic that is not covered by the majority of collective agreements, though more and more agreements are including it in the section on disciplinary action.

We selected agreements that include a broad definition of the term, specify the appropriate disciplinary actions and include coverage of aggravating circumstances that can have an impact on sexual harassment and the corresponding disciplinary action. We have also selected agreements that specify the procedures to be followed in making a complaint about sexual harassment.

All the collective agreements that refer to sexual harassment demonstrate that the issue is being appropriately dealt with by collective bargaining in Spain. We did not, however, find a single agreement that includes measures to prevent sexual harassment.

In the section on measures to achieve equality, we have included an agreement which refers to the setting-up of a joint equal-opportunities committee.

In this respect, it should be pointed out that there has been an improvement as regards the setting-up of committees to monitor mechanisms that could lead to discrimination against

women when workers are being recruited or assigned to an occupational category, since we found a number of agreements that cover this topic.

The agreement we selected is the one that specifies in most detail the functions to be performed by the committee, the majority of whose members are women.

In the section on job access, we have included collective agreements that stipulate measures to ensure equality as regards job access and promotion. We have also included collective agreements containing measures that change the way in which absenteeism is recorded. The purpose of these measures is to prevent women from being penalized when they are absent from work on the grounds of maternity.

Two of the agreements included in this section also stipulate measures to ensure "transparency" in the processes of job access and the allocation of grades.

With regard to job access, it should be pointed out that there has been an increase in the number of collective agreements that lay down the principle of non-discrimination by reason of gender. This does not, however, mean that all the direct and indirect discrimination that may occur in a more or less concealed form has been eliminated. By way of example, we could cite the systematic inclusion of "length of service" as a criterion for promotion, which is certainly not in women's interest, since their occupational histories tend to be more fragmented than men's. We hope that workers' representatives will become more aware of this issue in the near future.

As regards training, we know that women's access is more restricted than men's and, in this respect, we have placed special emphasis on the two collective agreements selected, which introduce mechanisms to facilitate training for women workers, either by making training available during working hours or by presenting it as a means of facilitating the return to work after a period of leave of absence for maternity or paternity. The fact that these measures are being introduced in sectors with a high proportion of women workers is extremely positive.

Although the balance-sheet as regards equality of job access in Spain may be relatively good, it should be pointed out that we did not find a single agreement containing mechanisms to combat segregation in the allocation of posts and put an end to gender stereotyping.

With respect to pay, although equal pay may be included among the principles of non-discrimination, we found not a single agreement containing a clause that might give rise to any change in male/female pay differentials as regards work of equal value. Equal pay for work of equal value appears only as a principle.

In the section on the family/work interface, we have included all the collective agreements dealing with shared responsibility for family care, as well as leave of absence for maternity and/or paternity, etc. We should point out that, of the topics analysed, this is the one that appears most frequently. The introduction of male/female equality as regards the possibility of taking time off and leave of absence for family reasons is included in all the agreements. In this respect, the inclusion of the principles of the EU Directive in all the agreements has led to a significant change in the situation.

We selected the collective agreements partly on the basis of a clarity of wording that would prevent any erroneous interpretation, and partly on the basis of the conditions governing reinstatement. On this latter point, it should be pointed out that many agreements still include obstacles to reinstatement after a period of leave of absence for maternity or paternity, stating that the returning worker may be placed in a post "of equal category" or even making the return to work dependent on there being a post vacant. In this respect, the agreements we have selected may serve as a model for future progress with regard to this topic and the removal of restrictions on reinstatement.

We have also taken account of inclusion of periods of leave of absence in length-of-service records, since this seemed to be an important criterion to consider, given the Spanish context.

We hope this report will help to revive the debate on equal opportunities and to encourage an increase in appropriate measures.

Note: Photocopies of annexes may be requested from:

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