

## ► Collective bargaining outcomes on gender equality in France

The case of ten companies in the Eurometropolis  
of Strasbourg



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## ► Preface

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The Equal Remuneration Convention, 1951 (No. 100), and the Discrimination (Employment and Occupation) Convention, 1958 (No. 111), are two of the ILO's eight fundamental Conventions and a key instrument among the ILO's main standards concerning equal treatment and opportunities for men and women at work. The 2030 Agenda for Sustainable Development dedicates one of its indicators, Sustainable Development Goal (SDG) 8.5, to achieving equal pay for work of equal value by 2030, among others. This principle is enshrined in the ILO Constitution and further articulated in Convention No. 100 and is an essential dimension of gender equality in employment.

The principle of "equal pay for work of equal value" is intended to ensure that men and women receive equal pay for the same or similar work, but also when they perform work which is different in content but which, on the basis of objective criteria (such as skills, qualifications, responsibilities, effort and working conditions), is of equal value. While Convention No. 100 does not allow for any compromise on the objective to be pursued, it does allow for considerable flexibility on how to implement the principle in practice. National legislation, minimum wages, wage premiums, gender-neutral job evaluation methods and collective bargaining are all ways in which member States can give effect to the principle of equal pay for work of equal value. Collective bargaining, as an important tool for regulating and governing employment conditions, can be an effective means of addressing pay differentials, including the "unexplained" part of the gender pay gap.

While 90 per cent of ILO member States have ratified the Convention, and despite some progress in all regions, challenges remain in its implementation. One such challenge relates to the limited understanding of what "work of equal value" means and how to determine it.<sup>1</sup> The concept of "equal value" involves addressing the conscious and unconscious biases that can arise in determining the value of female-dominated versus male-dominated jobs. Another difficulty is that pay is the result of multiple factors – economic, social, institutional and organizational.

It is for this reason that the International Equal Pay Coalition ([EPIC](#)) was created in September 2017 under the aegis of the United Nations General Assembly. It brings together governments, the International Organisation of Employers (IOE) and the International Trade Union Confederation (ITUC), academia, and business to find practical solutions to accelerate the achievement of SDG 8.5. Through technical workshops and webinars, they discuss common challenges and practical ways to overcome them, and exchange information, experiences, tools and other materials. Pay equity is a moving target that requires proactive and innovative policies backed by empirical evidence. The ILO, OECD and UN Women are part of the EPIC Secretariat.

Since its inception, EPIC has addressed a range of issues, such as the measurement of the gender pay gap, and the most appropriate indicators and data or type of legislation to address discrimination in wage determination: proactive laws or laws that rely on complaints, and the utility of wage transparency laws. More recently, a number of EPIC members have been discussing the role of collective bargaining in advancing this goal in different jurisdictions and industrial relations systems.

The ILO has therefore commissioned a number of national studies on this topic. In France we relied on the Institut du Travail de Strasbourg. This Institute has conducted some very interesting projects on the evaluation of the application of employer obligations in the area of gender equality at work, obligations that have been reinforced by new provisions on collective bargaining on this subject in France.

The purpose of this study on gender equality in employment in France: An example of ten companies in the Eurometropolis of Strasbourg is to assess the practices and results of company collective bargaining on gender equality in employment and remuneration and to identify the obstacles and specific measures to combat pay inequalities between women and men.

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1 ILC.101/III/1B p.282-284

The study was conducted by a multidisciplinary team of researchers from the University of Strasbourg<sup>2</sup> and is based on a field survey in ten companies from different sectors in the Eurometropolis of Strasbourg. The latter comprises 33 municipalities and more than 500,000 inhabitants. It is characterized by a dense economic fabric and a tertiary profile with a significant industrial presence. The community is also known for its commitment to gender equality in employment.

Different research methods were used in conducting this study and interviews were carried out with representatives of the companies covered by the study, as well as with the concerned social partners at branch level and the Labour Department of the regional directorate for enterprises, competition policy, consumer affairs, labour and employment for the north-east quarter of France (*Direction régionale des entreprises, de la concurrence, de la consommation, du travail et de l'emploi* (DIRECCTE Grand Est)).<sup>3</sup>

The preliminary results of this study were shared with all interviewees, but we wanted to bring its results and recommendations also to the attention of the national tripartite constituents who recognized the value of publishing and disseminating it. The workshop had been tentatively scheduled for the first quarter of 2020 but, due to COVID-19, it did not take place until December 2020. The objective of this workshop was to obtain feedback from the French national tripartite constituents on the relevance and usefulness of the study as well as any other insights into how to advance gender equality, including pay equity, through collective bargaining in France, including in the context of the current pandemic response and recovery. The most important findings and points that emerged from the workshop are presented at the end of this report.

At the same time, the ILO's [Global Wage Report 2020-21](#), released in late 2020, highlighted the impact of COVID-19 on wages, wage policies, and gender wage inequality. The COVID-19 crisis led to a decline in the level or growth rate of average wages in two-thirds of the countries for which recent data are available, and disproportionately affected the lowest paid workers and women. This is not surprising given that women are overrepresented at the bottom of the wage scale. In the near future, the consequences of the COVID-19 crisis on the economy and employment are likely to put a massive downward pressure on workers' wages. In this context, the challenge will be to find the right balance to ensure that wage trends take into account relevant social and economic factors to preserve jobs and ensure the viability of enterprises, while protecting the incomes of workers and their families and supporting demand and avoiding deflationary situations.

It is important that, as the economic recovery continues, it does not result in the erosion of the very modest gains made over the past two decades in the gender pay gap. Collective bargaining that takes into account the particular circumstances of specific companies or sectors is well placed to strike this balance and to reassess the adequacy of wages in some low-paid, female-dominated sectors, which have proven to be essential and of great social value during the current crisis..

## Manuela Tomei

Director of the Conditions of Work and Equality Department

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<sup>3</sup> Since 1 April 2021, DIRECCTE has been replaced by the regional directorates of economy, employment, labour and solidarity (DREETS).

## ► Acknowledgements

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We would like to thank all our interviewees in the companies, trade union and employer organizations, and occupational federations who agreed to meet with us for interviews and provide us with valuable documents. This report could not have been produced without their trust and readiness to engage with us.

Our thanks also go to the General Directorate of Labour and Pôle Travail of DIRECCTE Grand Est (the regional directorate for companies, competition policy, consumer affairs, labour and employment for the north-east quarter of France) for their invaluable support in providing access to the negotiated agreements and for the exchanges on the role of the public authorities within the framework of “managed” bargaining and the extension of branch agreements.

We also thank the Eurometropolis of Strasbourg for discussing with us its commitment to gender equality in the companies in its region.

In addition, we wish to thank the representatives of the Ministry of Labour, Employment and Economic Inclusion, the Mouvement des entreprises de France (MEDEF), the Confédération Générale du Travail Force Ouvrière (FO) and the Confédération Française de l'Encadrement-CGC (CFE-CGC) for their much appreciated comments on the study.

Finally, we would like to thank the ILO, especially the Director of the Conditions of Work and Equality Department, Ms Manuela Tomei; the Director of the ILO Office for France, Mr Cyril Cosme; the Chargée de Mission, Ms Frédérique Dupuy; as well as, Ms Jae-Hee Chang of the Bureau for Employers' Activities; Mr Rafael Peels of the Bureau for Workers' Activities; and Ms Verena Schmidt of the Inclusive Labour Markets, Labour Relations and Working Conditions Branch, for their contribution, support and organization of the tripartite consultation.

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# ▶ Introduction

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## ► Introduction

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This study, commissioned by the International Labour Office in 2019 and conducted by a multidisciplinary team of researchers of the University of Strasbourg, looks at the rationales and outcomes of collective bargaining on gender equality in France.

It is based on a field survey of ten companies from various sectors in the Eurometropolis of Strasbourg. The Eurometropolis comprises 33 municipalities and more than 500,000 inhabitants. It is characterized by a dense economic fabric and has a tertiary profile with significant industrial activity. The community also stands out because of its commitment to gender equality in employment.

For each of these companies, a longitudinal study was carried out of collective agreements and unilateral plans on gender equality. The results were cross-referenced with information gathered during semi-structured interviews with managers and trade union delegates. These interviews provide a better understanding of the dynamics of the negotiations and help to identify the social partners' concerns. The study also looks at collective bargaining in the branches of activity of some of these companies, through the examination of branch collective agreements and interviews with those who negotiated these agreements.

The purpose of this report is to assess the practices and outcomes of company collective bargaining on gender equality in France and identify the obstacles and specific measures to combat unequal pay between women and men.

Part 1 presents the analytical framework for the situation in France. It begins by looking at the place of women and men in the labour market and the persistent factors of wage inequalities. It goes on to analyse the legal framework. While mandatory negotiations exist at the sectoral level, it is mainly at the company level that collective agreements on gender equality are developed. These types of negotiation, known as "managed", have been consolidated through successive laws but their organization was substantially amended by reforms adopted in 2017. Lastly, it focuses on two points: first, the Gender equality index resulting from a 2018 Act and, second, branch collective bargaining on gender equality.

Part 2 presents the various company monographs followed by a cross-cutting analysis. Each monograph sets out the general situation of the company relating to employment, activity and social policy. It then focuses on the company's action in terms of gender equality, through interviews and a study of the various agreements and plans. These monographs consider the company's initiatives on gender equality beyond the collective agreements. The cross-cutting analysis highlights several findings that hamper the advancement of gender equality in companies and in particular the reduction of pay gaps.

Part 3 contains a synthesis of the study and proposals to improve collective bargaining on gender equality in France.

# ▶ Part 1

## Framework

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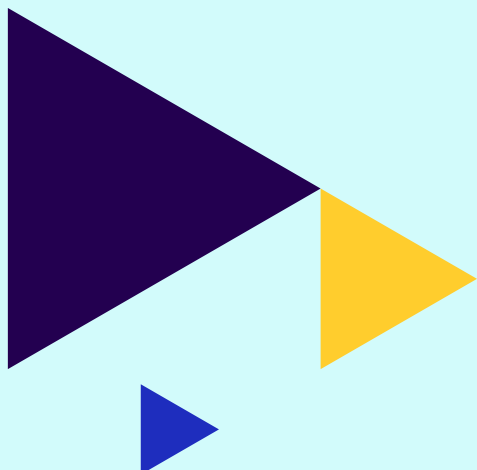


## ► Part 1: Framework

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On average, women are paid less than men. For the past five years, their median monthly wage has remained 15 per cent lower than that of men for all OECD countries (2018). In France, the gap is around 10 per cent, and it is only narrowing slightly. Equal pay for men and women is clearly difficult to attain because, beyond legal incentives, remuneration is the result of a number of influences. They are simultaneously economic, social, institutional and organizational (Rubery, Grimshaw 2015). In many countries, legislation protects women better today than it did a few decades ago (World Bank, 2019). However, so far nothing close to substantive equality has been achieved.

We will map out the evolution of women's place in the labour market before considering the source of wage inequalities. We will continue with an overview of French legislation and an analysis of branch collective bargaining, before concluding with a presentation of the most recent tool put in place by the law: The Gender equality index.



## ► Socio-economic framework

### The place of women and men in the labour market and in society

For an overview of developments, we need to take a step back. Since the mid-1970s, French women have taken a growing place in the labour market. There has been a massive increase of women in the economically active population, whose numbers are now close to that of men. In 2018, 14.2 million women were in the labour force, 1 million fewer than men (Table 1). This gap was 5 million in 1975. The proportion of women in the economically active population is now 48 per cent, 13 percentage points higher than in 1975.

From 53 per cent in 1975, women's economic activity rapidly increased to 68 per cent in 2018 (Table 2). Their employment rate also followed the same trend. The gap in the rates of employment and labour force participation narrowed dramatically over the period: from 31 percentage points in 1975 to 8 in 2018. The gap between men and women is reducing but remains significant.

If we consider only women aged 20-64 (to take account of the increase in time spent on their studies), France was, during the 1990s, among the countries with high economic activity rates. In 2018, it was in the European average (Figure 1). The outlook is similar in terms of employment rates: 57.7 per cent of French women were employed in 1995 (52.8 per cent in the EU-15 countries). This rate was 67.6 per cent in 2018, against a European average of 67.8 per cent in the EU-15 countries. As in other European countries, the economic activity and employment of French women has increased over the last 30 years. However, this increase has been less marked than in other continental countries and in southern Europe countries.

► **Table 1. Evolution of the economically active population in France (in millions)**

	1975	2018
Total economic active population	22.4	29.4
Female economic active population	8.7	14.2
Male economic active population	13.7	15.2

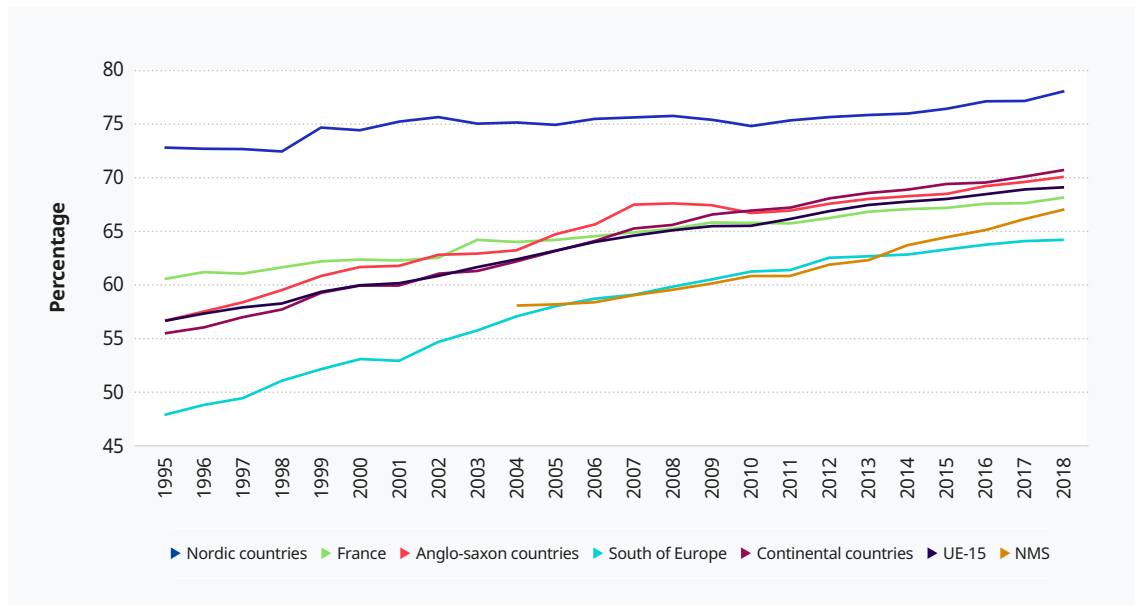
**Source:** Insee. Economically active population (15-64 years). Long series.

► **Table 2. Evolution of the rates of economic activity and employment in France**

	Women		Men		Both	
	1975	2018	1975	2018	1975	2018
Economic activity rate	52.7%	68.2%	83.6%	71.9%	68.1%	71.9%
Employment rate	50.2%	61.9%	81.4%	65.4%	65.8%	65.4%

**Source:** INSEE data. Economic activity and employment rates in % of the working age population (15-64 years).

► Figure 1. Evolution of women's economic activity rate in the EU



Source : OECD data (2018)

Women's lasting involvement in the workforce has been driven, in France as elsewhere, by economic and sociological factors (Lemièrre 2013; Maruani and Meron 2012; Milewski 2005). Social norms have evolved, and it has become the norm for women to work. From an economic point of view, this movement has also been driven by the increase in women's level of qualifications, and the development of wage employment and of the service sector in which they are traditionally more represented. In so far as housework and childcare remain activities largely performed by women in Europe, this lasting involvement has also been promoted by public policies that have provided for the establishment of childcare and education systems, thus allowing for a better reconciliation of private and professional life.

Despite this evolution, French women are more affected by underemployment<sup>4</sup> (8.6 per cent of women - 3.5 per cent of men, INSEE 2018) and represent over half of the unemployed (55 per cent, Bessone et al. 2016). In contrast, with the financial and debt crisis, the unemployment rates for women and men converged (9.1 per cent for women and 9.0 per cent for men). However, this is explained by the fact that the industry and construction sectors were heavily affected by the fall in activity rather than by a fundamental shift towards greater equality in relation to unemployment.

Stubborn differences still persist in the way men and women participate in the labour market. Women are more likely to work part-time (30 per cent of women compared with 8 per cent of men, Table 3), whether they choose to or have to. They are less represented in the highest paying jobs and are also less represented at the top of the pay ladder. While these differences are greater or lesser depending on the level of education and number of children, they persist despite the sociological changes observed over the past 30 years.

<sup>4</sup> Persons are considered underemployed if they: (i) work part-time but would like to work more and are available to do so; or (ii) have worked less than usual during any given week due to partial unemployment or bad weather.

► **Table 3. Atypical jobs and risk of poverty (France and EU-28)**

	France		UE-28	
	Women	Men	Women	Men
Part-time employment (% total employment)	28.8%	7.8%	31.3%	8.7%
Temporary employment (% total employment)	17.4%	15.8%	14.6%	13.4%
At risk of poverty	17.6%	17.2%	22.6%	20.7%

Source: Eurostat, 15-64 years old. 2018

## A persistent pay gap

Justly considered the emblematic factor of inequality, pay differs according to gender. Women are still paid less than men and the gap remains significant. Progress has been made over time, however. In the United States, Blau and Kahn (2006, 2018) noted a manifest increase in women's wages (and thus a reduction in the gap) during the post-war period and until the end of the 1980s. Since then, the gap has continued to narrow but very slowly. In France, a similar picture has been observed. The gap, which had been narrowing until the 1990s, was frozen until the early 2000s (Meurs and Ponthieux 2006), then again decreased slightly. According to INSEE data (2017), the wage income gap (average gross annual income) was 23.8 per cent in 2014, while it was 27.4 per cent in 1995. Pay gaps increase with age and are greater among post-graduate degree holders (Table 4). In relation to degree level, the gap is 35 per cent for managers while it is 10 per cent for employees.

► **Table 4. Average annual salary in 2014**

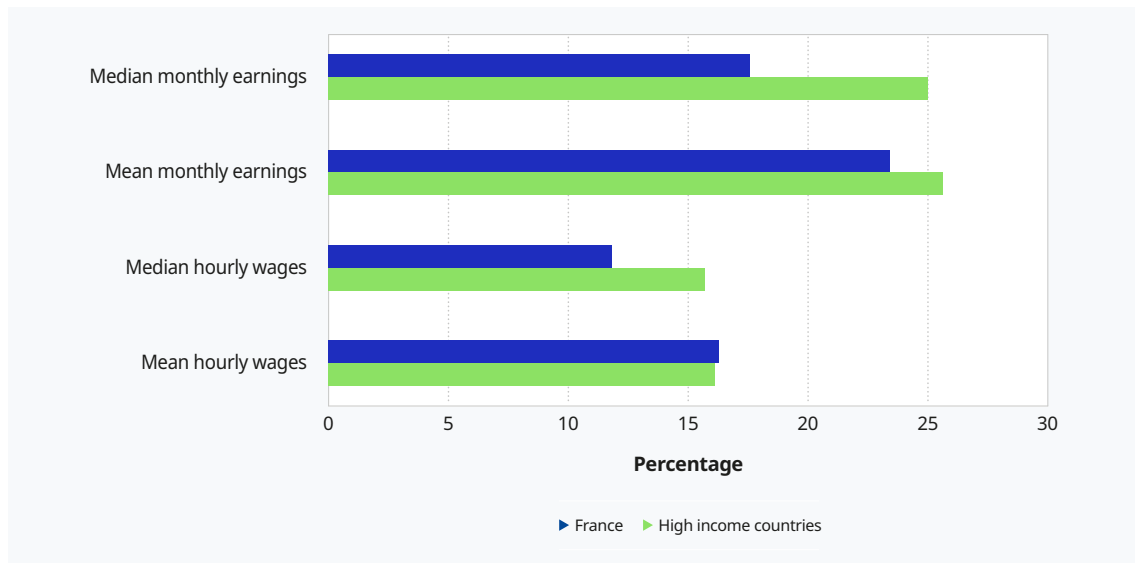
	Femmes	Hommes	Ecart (%)
Total	17,820	23,400	23.8
<b>Age</b>			
Under 25 years	6,490	82,60	21.4
25 to 29 years	16,880	20,990	19.6
40 to 49 years	20,510	27,120	24.4
50 to 54 years	21,180	29,330	27.8
55 years and over	20,230	28,670	29.4
<b>Education</b>			
Without a degree	12,110	17,030	28.9
Infra Bac <sup>5</sup>	15,260	20,790	26.6
Bac et Bac +2	20,050	26,830	25.3
> = Bac +3	29,090	44,750	35.0

Source: INSEE references, 2017. All participants were employees.

<sup>5</sup> Translator's note: Infra BAC is work experience or training before the secondary school certificate. BAC+2 indicates two years of studies following the secondary school certificate and BAC+3 indicates three years of studies following the secondary school certificate.



► **Figure 2. Pay gap between men and women (France – high-income countries)**



Source: ILO, 2018

Compared to other industrialized countries, France seems to be a country with slightly less stark inequality between men and women. In 2017, the gross monthly wage gap was 23.4 in France compared to 25.6 for high-income countries (ILO 2018). The median value of this gap is lower (17.6 in France and 24.9 for other countries, Figure 2).

These differences in pay between women and men partly reflect the specific circumstances of women and men when they occupy a post. Women and men have different working hours and hold jobs in different sectors and/or professions. If we take into account differences in working hours, for example, the gaps between women and men are smaller but remain significant, ranging from 12 per cent (median) to 16 per cent (average) in France.

Other factors, such as differences in education levels, may also have played a role in the past but this is no longer the case. In France, as in other industrialized countries, there are now more female university graduates than male graduates (33.7 per cent of women compared to 29 per cent of men). Differences in education levels should, however, reverse the pay gap.

However, while more women are being employed, women still occupy posts in sectors and/or occupations that are different from those of men, and often lower paid. Women are more often found in the tertiary sector, more particularly in the care sector and in retail trade, sectors where wages are particularly low. They are less likely to be in industry, where salaries are higher and internal promotion schemes are well developed. Another emblematic phenomenon of this horizontal segregation is that there are fewer women in the so-called STEM (science, technology, engineering, and mathematics) sector (Kahn and Ginther 2017). Occupational segregation also remains strong, although it has tended to decline over the past two decades (Chamki and Toulemonde 2015; Minni 2015).

In addition to this phenomenon of horizontal segregation, there is vertical segregation. Although the proportion of French female managers has increased,<sup>6</sup> fewer of them occupy

<sup>6</sup> 8.7 per cent of employed women were managers in 1995 (15.6 per cent of employed men). This rose to 14.7 per cent in 2015 (20.5 per cent of men) (Collet and Rioux 2017).

senior management posts or team management posts. Among women managers, 42 per cent provide supervision compared to 51 per cent of men (Muller 2012). When they hold these positions, their remuneration is 20 per cent lower than that of men. Overall, the so-called glass ceiling phenomenon seems to be more pronounced in France and is reflected in the pay. French women represent 23 per cent of those in the highest decile, while this rate is 30 per cent for high-income countries (ILO 2018). At the other end of the hierarchical scale, four out of five manual workers are men and almost three out of four clerical workers (salaried employees) are women (INSEE 2017).

A report by the High Council for Gender Equality (Grésy and Becker 2017) links these horizontal and vertical segregation phenomena. It shows, in particular, that the classification grids of so-called “feminized” occupations do not lend themselves to promotion. There are fewer intermediate steps in “feminized” occupations and therefore less chance of progressing up the pay ladder. To support this finding, 36 per cent of women are promoted before the age of 50, compared to 44 per cent of men (DARES-DRESS 2007).

Another obstacle lies in the persistent discrepancies in the involvement of men and women in the domestic sphere. According to surveys on timetables, French women dedicate around 90 minutes more per day to unpaid tasks (135 minutes for men compared to 224 minutes for women). This is below the average for OECD countries (128 minutes) but this differential in involvement in the private sphere continues to weigh on their career in a context of French work which values presenteeism (Grésy and Lebert 2019).

Ultimately, women, who are more qualified than in the past, are more frequently in work. They take on a higher share of domestic and childcare tasks, work in less well-paid sectors, and more often reduce their activity when their children are young. Taking these differences in working hours and sectors/jobs into account leaves an unexplained difference of about 9 percentage points, which is usually presented as discrimination by employers (Table 5).

► **Table 5. Breakdown of the pay gap in France**

Muller (2012) - data 2009		Chamki and Toulemonde (2015) - data 2012	
Mean annual wage gap (gross)	24%	Mean annual wage gap (net)	25.7% - net
Hourly wage gap (including overtime, bonuses)	14%	Hourly wage gap (net)	16.3%
Hourly wage gap (excluding overtime bonuses)	12%	Hourly wage gap (taking account of families)	12.8%
Explained share	5%	Explained share	2.3%
Unexplained share	9%	Unexplained share	10.2%

**Source:** Muller (2012) et Chamki et Toulemonde (2015)

But the low numbers of women in higher-paying activity sectors or in the best-paid posts can also be explained by discriminatory practices and/or women's choice to steer towards specific sectors or types of occupations. The economic literature has particularly focused on these two latter points (Azmat and Petrongolo 2014; Bertrand 2011; Blau and Kahn 2017; Neumark 2018). Women's orientation toward specific sectors and/or occupations is the result of persisting stereotypes about what constitutes preferential occupations/sectors for women. These stereotypes also have an influence on managers, who may act in a discriminatory manner when it comes to recruitment, promotion or training. Various studies have demonstrated the discrimination of employers towards women in sectors branded as male-dominated (Azmat and Petrongolo 2014). Other studies also demonstrate different behaviour between men and women. Men, for example, are more willing to take risks (Croson and Gneezy 2009), are quicker to compete (Niederle and Vesterlund 2007) and are more likely to negotiate their pay when there is no explicit mention of such a possibility (Babcock and Lashever 2003).

## ► Legal framework

In France, gender equality between women and men is based on solid legal foundations. In the Constitution, it is provided that “the law guarantees women equal rights to those of men in all spheres”<sup>7</sup> and that “the law favours equal access for women and men to electoral mandates and elective functions, just as to professional and social responsibilities”.<sup>8</sup> National law has been largely influenced by international, European and national law (Appendix 1).

The principle of equal pay for women and men has been enshrined in the Labour Code since 1972.<sup>9</sup> It requires “every employer” to ensure “for the same work or for work of equal value”, equal pay between the sexes.<sup>10</sup> The basic salary and all other benefits and bonuses must be taken into account. In addition, the categories and criteria for classification and professional promotion, as well as the job evaluation methods, must be the same.<sup>11</sup>

French law addresses gender equality from two angles: the fight against discrimination and equal treatment. The Labour Code prohibits direct and indirect discrimination on grounds of sex, gender identity and pregnancy.<sup>12</sup> The entire employment relationship, from access to employment to the termination of the employment agreement, is covered.<sup>13</sup> The law also encourages equal opportunities<sup>14</sup> and various forms of state support can be requested.<sup>15</sup> Gender equality is also a requirement under the principle of equal treatment developed by the Court of Cassation.<sup>16</sup> This principle applies only with regard to advantages. It provides for equal treatment of all employees of the same company, “to the extent that the employees in question are in an identical situation”.<sup>17</sup> The principle of equal treatment cuts across the company and is not limited to the comparable functions performed by the employees.<sup>18</sup> It is particularly useful in terms of gender equality where women are over-represented in less valued functions. With regard to pay, in order to determine whether the work is equal or of equal value, the Labour Code sets out a methodology. Of particular note<sup>19</sup> are occupational knowledge recognized by a certificate, degree or professional practice, skills deriving from vocational experience, responsibilities resulting from the position held, or physical or psychological stress.

It should be noted that gender equality is sometimes dealt with in agreements on diversity. This question is not a legally defined concept in French law, even though it is the subject of a national interprofessional agreement of 12 October 2006.<sup>20</sup> There is no legal obligation for the social partners to engage in negotiations on this matter. Companies can seek to acquire labels and certification issued by AFNOR, the French

7 Preamble of the Constitution of 27 October 1946, to which the current Constitution of 1958 refers and which has constitutional value.

8 Article 1(2), Constitution of 1958.

9 Section L. 3221-1, Labour Code.

10 Section L. 3221-2, Labour Code.

11 Section L. 3221-6, Labour Code.

12 Section L. 1132-1, Labour Code.

13 Section L. 1142-1, Labour Code.

14 Section L. 1142-4, Labour Code; v. the Court of Cassation (Social Chamber) 12 July 2017, No. 15-26.262, P, on half a day of additional leave for International Women's Day.

15 On the possibility of concluding a contract for diversity and equality, see section D 1143-10 of the Labour Code.

16 Court of Cassation (Social Chamber) 29 Oct. 1996, Ponsolle, Bull. V, No. 359 focused on the rule of “equal work for equal pay”. From 2008, the Court of Cassation aims at a principle of equality of treatment (Social Chamber, 30 January 2008, No. 06-46447, FD).

17 Court of Cassation (Social Chamber) 16 May 2007, No. 05-44.565.

18 Court of Cassation (Social Chamber) 6 July 2010, No. 09-40.021, Bull. V, No. 158; 22 October 2014, 13-18362, Bull. V, No. 252.

19 Section L. 3221-4, Labour Code.

20 National Inter-occupational Agreement on Diversity in Enterprises of 12 October 2006, Official Journal of 1 March 2008.

Standardization Association. The oldest of these, the “equality label”, which has existed since 2005, concerns gender equality.<sup>21</sup>

To enforce gender equality, for companies with at least 50 employees, French law sets out obligations regarding information and consultation of employee representative bodies and collective bargaining with union delegates. Each of these bodies exercises its competences in the area of gender equality, without the expectation of complementarity in the law. These two areas have been significantly amended by recent reforms. It is also necessary to coordinate collective bargaining at company level with that at branch level.

## Informing and consulting the employee representative bodies

For companies with 50 employees or more, the Social and Economic Committee (SEC) is consulted in principle each year on the social policy, the working conditions and employment.

### 1. From the annual comparative situation report ...

With a view to ensuring that information and consultation sessions with employee representatives are useful, employers must identify and analyse the situation of men and women within their company and define actions to be taken to eliminate inequalities.

From 1983<sup>22</sup> to 2015, the annual report comparing the general conditions of employment and training of women and men was mandatory in companies with more than 50 employees. The purpose of this document is to help to prepare for collective bargaining.<sup>23</sup>

In companies with more than 300 employees,<sup>24</sup> the employer submits a written report on the situation comparing the general conditions of women and men in the company to the SEC for its opinion. This report comprises an analysis used to assess, in each of the company's occupational categories, the respective situation of women and men regarding:

- recruitment
- training
- career promotion
- qualifications
- classification
- working conditions
- actual remuneration
- reconciliation of professional life and family responsibilities.

It is established using relevant indicators based primarily on figures and potentially supplemented by indicators taking account of the company's specific situation.

<sup>21</sup> Order of 2 September 2004, JORF 22 September.

<sup>22</sup> Act No. 83-635 of 13 July 1983, the so-called “Roudy Law”. This Act provides for the production of an annual report on the situation comparing the general conditions of employment and training of men and women in companies.

<sup>23</sup> Although this document no longer exists, many companies continue to evoke it and act on it out of habit (cf monographs).

<sup>24</sup> In companies of fewer than 300 employees, each year the employer provides the SEC with a report on the economic situation of the company. The report focuses mainly on the situation comparing the general conditions of employment and training of women and men in the company.

The comparative situation report includes an action plan aimed at ensuring gender equality. Under section L 2323-57(4) of the Labour Code, “after evaluating the targets set and measures taken throughout the previous year, this action plan, based on clear, specific and operational criteria, determines the progress targets planned for the following year, the qualitative and quantitative actions to achieve them and an evaluation of their costs. This action plan is deposited with the administrative authority”.

New obligations have been imposed on companies since Act No. 2014-873 of 4 August 2014 on substantive gender equality. Since then, the comparative situation report and the report on the economic situation of the company must comprise an analysis used to assess, in each of the company’s occupational categories, the respective situation of women and men regarding occupational safety and health, and to analyse the discrepancies in salaries and career development according to their age, qualifications and seniority. It must also outline the evolution of the promotion rates of women and men respectively, by occupation in the company.

Where actions have not been taken, despite being planned in the previous year's report comparing the situation of women and men or requested by the SEC, the report for the previous year provides the reasons for this lack of implementation.

The comparative situation report is communicated to the trade union delegates in the same way as to the members of the SEC. It is also made available to any employees who request it.

## 2. ...to the Economic and Social Data Base

Since the “Rebsamen” Act No. 2015-994 of 17 August 2015 on social dialogue and employment, the comparative situation report has been replaced by data on gender equality in employment within the company. The data are incorporated into the Economic and Social Database (BDES), which gathers all the information to be transmitted to the staff representatives. This database is also mandatory in companies with at least 50 employees. It is set up at company level and possibly at group level if a group collective agreement thus provides.

Details on the form and content of this document were set forth through the “Macron” executive order of 2017.<sup>25</sup> The Labour Code thus provides for the organization of the BDES to distinguish between public policy provisions, the scope of negotiation and the supplementary provisions.

The public policy provisions (which are mandatory for negotiators) must include, in particular, indicators on gender equality, including pay gaps.

In the scope of the negotiation (elements that fall under collective bargaining), a collective agreement may determine the organization, architecture and content of the BDES. It is nevertheless specified that the data base must cover gender equality within the company.

In the absence of an agreement, the Labour Code lays down supplementary provisions on the information to appear in the BDES, in accordance with the number of employees (around 300 data).<sup>26</sup>

The data on gender equality cover nine areas of action: recruitment, training, career promotion, qualifications, classification, working conditions, occupational safety and health, actual remuneration, and work-life balance.<sup>27</sup>

<sup>25</sup> Directive No. 2017-1386 of 22 September 2017 on the new organization of social and economic dialogue in the company and the promotion of the exercise and valorization of trade union responsibilities, ratified by Act No. 2018-217 of 29 March 2018.

<sup>26</sup> Section R. 2312-8 (companies of fewer than 300 employees) and R. 2312-9 (company of at least 300 employees) of the Labour Code.

<sup>27</sup> Section L. 2323-8, 1° of the Labour Code.

For each of these areas of action, the diagnostic study must cover all of the company's occupational categories in order to determine the discrepancies in the situation between women and men. A list of indicators to be completed is defined by the Labour Code.<sup>28</sup> They must include explanatory data on observed or expected trends. The information provided covers not only the current year but also the two previous years and incorporates perspectives on the forthcoming three years. The diagnostic study must be updated each

► Table 6. Information and consultation of the SEC regarding gender equality

	Public policy	Scope of negotiation	Supplementary provisions	Sections – Labour Code
<b>Gender equality in employment subject of SEC consultation</b>	<p>With 50 or more employees, the SEC must be consulted on the company's social policy and thereby on gender equality.</p> <p>This consultation is included in the recurring consultations of the SEC.</p>	<p>A majority company agreement or, in the absence of a union delegate, an agreement signed with the SEC may set out the periodicity of the consultation (at least every three years), content, consultation procedure, list and content necessary for these consultations.</p>	<p>In the absence of an agreement organizing, in particular, the periodicity of the consultation, the SEC must be consulted each year on the company's social policy and thereby on gender equality.</p>	<p>Sec. L. 2312-16 Sec. L. 2312-17 Sec. L. 2312-19 Sec. L. 2312-22 et s.</p>
<b>Information for the SEC prior to consultation: the role of the BDES</b>	<p>The information and documents necessary to the SEC recurring consultation are contained in the BDES. The BDES must be established in companies with 50 employees or more.</p> <p>The BDES must contain a section on gender equality within the company, covering indicators on gender identity, including pay gaps.</p> <p>The detailed results of each indicator of the gender equality index are integrated into the BDES.</p>	<p>A majority company agreement or, in the absence of a union delegate, an agreement signed with the SEC (or, failing that, a branch agreement in companies with fewer than 300 employees) may define the organization, access and content of the BDES.</p> <p>A certain number of topics and subjects must, however, be imperatively contained therein, including information on gender equality within the company and all data on employees' and managers' remuneration.</p>	<p>In the absence of an agreement, information on gender equality and all data on employees' and managers' remuneration which must be contained in the BDES are stipulated under sections L. 2312-36, R. 2312-8 et R. 2312-9 of the Labour Code.</p> <p>This information covers the two previous years and the current year and incorporates perspectives on the three forthcoming years.</p> <p>The BDES must be permanently accessible to SEC employee delegates and trade union delegates.</p>	<p>Sec. L. 2312-18 Sec. L. 2312-21 Sec. L. 2312-36</p>
<b>The support role of the equal opportunities committee for women and men</b>		<p>A majority company agreement may provide for the establishment of an equal opportunities committee for women and men in companies.</p>	<p>In the absence of an agreement, an equal opportunities committee for women and men is established within the SEC in companies of at least 300 employees.</p> <p>The role of the committee is to prepare the deliberations of the SEC in the area of equality.</p>	<p>Sec. L. 2315-56</p>
<b>The deadlines set for issuing an opinion.</b>		<p>A majority company agreement may allow for the timeline by which the SEC issues its opinion to be determined.</p> <p>Where an opinion is not issued within the fixed timeline, the SEC is considered to have issued a negative opinion.</p>	<p>The decree of 29 December 2017 sets the timelines in the absence of an agreement (from one to three months depending on the procedure).</p>	<p>Sec. L. 2312-15 Sec. L. 2316-16 Sec. L. 2312-19 Sec. L. 2312-55</p>
<b>Evaluation to help the SEC</b>	<p>The SEC can initiate an evaluation within the framework of the consultation on the social policy and thereby on gender equality (fully funded by the employer).</p>			<p>Sec. L. 2315-91 Sec. L. 2315-80</p>

28 The indicators are defined in section R. 2323-12 of the Labour Code.

year to prepare the annual consultation of the SEC on the company's social policy, working conditions and employment.

In the absence of a company agreement, in companies with at least 300 employees, the terms for this database must be fixed under the branch agreement.

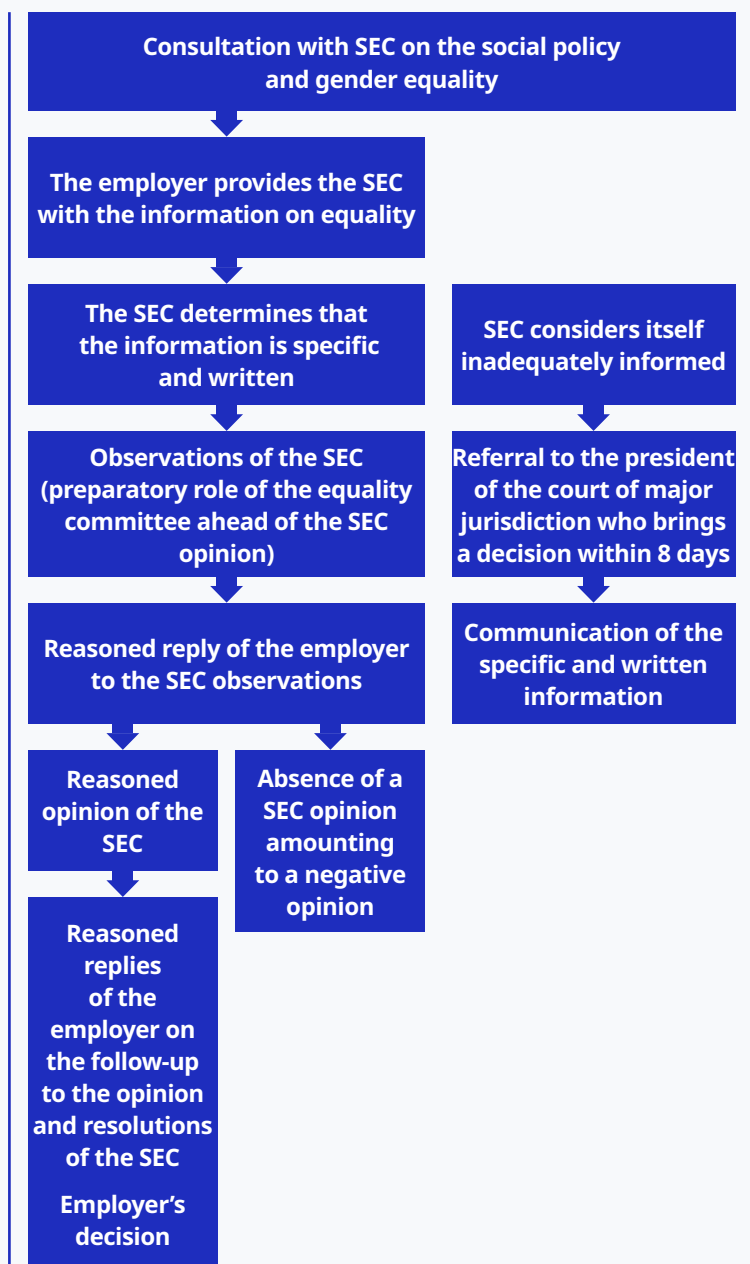
It should be noted that, in companies with 300 employees and over, it is mandatory to establish an equal opportunities committee for women and men, tasked with preparing the deliberations of the SEC, particularly those on the comparative situation of men and women.

► **Figure 3. The SEC information-consultation procedure on gender equality**

The timelines are defined by company agreement or, in the absence of a union delegate, by an agreement between the employer and the SEC. Otherwise, the decree of 29 December 2017 provides for:

- 1 month
- 2 months in the case of recourse to the evaluation
- 3 months in the case of one or more evaluations conducted both in the main SEC and in one or more CSEs of the establishment.

The timeline of the consultation starts from the submission of the necessary information to the BDES.





## Obligations regarding negotiations on gender equality at company level

The question of gender equality must be linked to the legislative developments that marked the general reforms on collective bargaining up to the significant reforms adopted at the start of President Macron's mandate.<sup>29</sup>

These successive reforms prioritized company collective bargaining. They placed the question of occupational equality at the heart of the mandatory "managed" bargaining. The law requires that collective bargaining on gender equality be opened. If no agreement is reached at the end of these negotiations, the employer must establish an annual action plan. The public authorities may impose sanctions if there is no collective agreement or, at least, an action plan.

It is therefore necessary to present the major legislative developments since the 1970s that consolidated the foundations of mandatory bargaining on gender equality, before addressing the situation since the 2017 "Macron" executive orders.

### 1. Successive reforms on gender equality

The first law that had an impact on gender equality was Act No. 83-635, the "Roudy" Act of 13 July 1983, which provides for collective bargaining on specific rights for women. This law sets out measures intended to advance gender equality within companies through two main tools. It introduced into French law the annual comparative situation report (see below) and the possibility for the employer to negotiate "gender equality plans" establishing "wage catch-up" measures.

It was not until Act No. 2001-397 of 9 May 2001,<sup>30</sup> the "Génisson" Act, that specific negotiations on gender equality were introduced in the branches and companies, and the incorporation of this topic into negotiations on other matters became mandatory. This Act strengthened the comparative situation report with the addition of some 20 relevant indicators, which became the framework for collective bargaining.

Act No. 2006-340 of 23 March 2006, the "Amline" Act, on gender equality in employment, introduced a target with a clear deadline: the elimination of pay gaps between men and women by 31 December 2010.

One major step stemmed from Act No. 2010-1330 of 9 November 2010 on pension reform. During this reform, the persistence of gender inequalities and their impact on the level of pensions was observed. In response, the Act provides for a penalty for companies that have not concluded an agreement or at least a unilateral action plan on gender equality. The amount of the penalty is limited to 1 per cent of the total payroll, in line with the company's efforts in equality or the reasons for its failure. Since 1 January 2012, companies with at least 50 employees must be covered by a collective agreement on gender equality or, in the absence of an agreement, by the objectives and measures that make up an action plan that must be included in the comparative situation report. The obligation to negotiate thereby becomes an obligation to ensure coverage.

The Labour Code constitutes the framework for the content of the agreement. The areas of action are identical to those of the comparative situation report: recruitment, promotion, qualifications, classification, working conditions, remuneration and work-life balance. The number of areas to be covered depends on the number of employees in the

<sup>29</sup> We refer particularly to Directive No. 2017-1385 of 22 September 2017 on the strengthening of collective bargaining, ratified by Act No. 2018-217 of 29 March 2018.

<sup>30</sup> Act No. 2001-397 of 9 May 2001 on gender equality between men and women.

► **Table 7. Implementation of managed bargaining: contributions of successive laws**

	Act of 9 November 2010 on pension reform	Decree of 7 July 2011	Act of 26 October 2012 on future job creation	Decree of 18 December 2012
<b>Compulsory coverage (plan or agreement)</b>	Obligation for companies of at least 50 employees to negotiate a collective agreement and, in the absence of an agreement, to establish a unilateral plan		Priority of collective bargaining over the employer's unilateral initiative	
<b>Content defined by law</b>	Choice of a number of areas of action out of eight: training, recruitment, remuneration, classification, work-life balance, qualifications, promotion, working conditions.  ► 2 areas to choose where fewer than 300 employees  ► 3 areas to choose where more than 300 employees			It is compulsory to choose the area of "actual remuneration"; increase in the minimum number of areas of action (from 2 to 3 and 3 to 4)
<b>Determination of quantitative targets</b>	Determination of progress targets and actions to achieve them  Determination of statistical indicators			
<b>Monitoring and specific financial penalty</b>	Establishment of a financial penalty imposed following a formal warning issued by the labour inspectorate	Conditions for adjusting the financial penalty in line with "efforts observed" (less than or equal to 1%)	Obligation to deposit the plans of action with the authorities	

company. The agreement or action plan must set progress targets in the chosen areas and the actions to achieve them. Statistical indicators must accompany the monitoring of the actions and targets. Employers may request the authorities for a formal position statement on the conformity of their agreements or action plans with the legal provisions (prior opinion procedure).<sup>31</sup>

To respond to the very mixed outcome, in terms of both numbers and quality of content, and to strengthen the effectiveness of the mechanism, Act No. 2012-1189 of 26 October 2012 providing for the establishment of future jobs prioritized collective bargaining over the unilateral plan. The Act provides for social partners to negotiate a collective agreement and only if negotiations fail can the employer unilaterally establish an action plan.<sup>32</sup> It requires companies, if no agreement is negotiated, to produce a record of disagreement attesting to the failure of negotiations. The decree of 18 December 2012 increased the minimum number of areas of action that agreements and action plans must address, and the area of "remuneration" is mandatory. In addition, where an agreement is signed in the company, the workplace negotiation takes place every three years.

To better ensure equality within the company, Act No. 2014-813 of 4 August 2014 on gender equality in employment coordinates negotiation on gender equality with another mandatory annual negotiation on wages, which must take into account the objective of gender equality. It establishes a single, comprehensive negotiation on gender equality, which must define measures to eliminate gender pay gaps. In the 2014 Act, the consideration of the objective of gender equality in employment and job diversity is also introduced into the five-yearly branch negotiation on classifications.

<sup>31</sup> Section L 2242-9 of the Labour Code.

<sup>32</sup> The Act of 2012 also provides for the obligation to deposit the action plans with the administration, which facilitates monitoring of them.

Drawing on the National Interoccupational Agreement (ANI) of 19 June 2013, “Towards a policy of improving the quality of working life and equality”,<sup>33</sup> Act No. 2015-994 of 17 August 2015, the “Rebsamen” Act, confirmed gender equality in employment as a topic in mandatory annual negotiations but gave more flexibility to the stakeholders in the company. This topic was coupled with that of quality of working life (QWL), and the number of negotiation themes increased.<sup>34</sup>

Lastly, Act No. 2016-1088 of 8 August 2016, the “Labour Law”, authorized the social partners to amend the periodicity of annual negotiations on gender equality in employment and QWL to every three years at most. However, this possibility was only open to companies already covered by an agreement on gender equality or, in its absence, by an action plan. This Act also made it possible to engage in mandatory group negotiations.

## 2. Compulsory negotiation on gender equality since the 2017 “Macron” executive orders

The architecture of mandatory collective bargaining was once again significantly modified by the “Macron” executive orders of 22 September 2017.<sup>35</sup> The main objective of these orders was to simplify and strengthen social dialogue in companies. In addition to the merging of the various employee representative institutions into the single body of the SEC, the scope of company collective bargaining expanded.

Gender equality in employment constitutes a compulsory area at the level of the activity branch (see above).

It also continues to be a topic of mandatory “managed” bargaining within the company. The absence of a collective agreement or plan still incurs a financial penalty. The architecture of the texts (areas/actions/quantitative targets/indicators) is identical to that required by the previous laws. The prior opinion procedure is retained, as well as the obligation to deposit the text with the authorities. The position of the provisions of the Labour Code in relation to the company’s collective agreement has, however, been reorganized. A distinction must now be made between:

- first, the public policy provisions required by negotiators;
- second, the elements that fall under collective bargaining, corresponding to the scope of collective bargaining; and
- lastly, the supplementary legal regulations that apply in the absence of a collective agreement. These legal regulations are specific and correspond to the requirements on negotiators before the executive orders.

It is thus useful to consider how the regulations on gender equality are divided among the three above groups.

- Public policy: the negotiation on gender equality is part of the public policy provisions. The Labour Code sets forth that in companies with trade union representatives, the employer must engage at least once every four years in “negotiations on

33 ANI extended by ministerial order of 15 April 2014, JO 23 April 2014.

34 Included in the second mandatory theme with gender equality, negotiation on QWL falls under section L. 2242-17 of the Labour Code. It must take into consideration the situation of employees relating to the following issues: reconciliation between professional and private life taking into account family life; terms for defining an insurance scheme and a refund scheme in addition to medical fees, unless there is coverage by a branch agreement or a company agreement; disconnection, disability, freedom of expression of employees and prevention of arduous work.

35 The so-called “Macron” executive order of 22 September 2017, ratified by Act No. 2018-217 of 29 March 2018.

gender equality, focusing particularly on measures aimed at eliminating the gaps in pay and quality of working life”.<sup>36</sup>

In the absence of a collective agreement following these negotiations, the employer draws up an annual plan to ensure gender equality. The collective agreement or action plan must provide for quantitative progress targets and the means to achieve them in a minimum number of areas of action depending on the number of employees in the company. The proposed actions must be accompanied by monitoring indicators to evaluate their implementation and effectiveness (that is, to evaluate whether the set targets have been achieved).

The areas of action are: recruitment, training, professional promotion, qualifications, classification, working conditions, occupational safety and health, actual remuneration and work-life balance. They are therefore identical to those established in the 2010 Act on pension reform, with the addition of occupational safety and health.

If the company has fewer than 300 employees, its collective agreement or unilateral action plan must cover at least three areas. If it has more than 300 employees, it must cover at least four areas. Actual remuneration must be included in these areas.

The public policy provisions set out that, in the absence of a collective agreement providing for measures to eliminate pay gaps, another mandatory annual negotiation, that on wages, also covers “the programming of measures to eliminate pay gaps and discrepancies in career development between women and men”.<sup>37</sup>

- Scope of collective bargaining: the social partners in the company may decide on a method agreement to organize the content and periodicity of this negotiation which cannot exceed four years.
- Supplementary provisions: only in the absence of a method agreement do the supplementary provisions apply. These provisions set out, firstly, that negotiations on remuneration are annual. They must cover the implementation of part-time working arrangements and the monitoring of the implementation of measures aimed at eliminating pay gaps and discrepancies in career development between women and men. Secondly, negotiations on gender equality and QWL are annual. They must cover work-life balance between women and men, and measures to combat all discrimination in recruitment, employment and access to occupational training.

It should be noted that bargaining on gender equality can be opened at different levels. In companies with several establishments, negotiations may take place either at company level, which is the most usual, or at establishment level. In a group of companies, negotiations may take place at group level,<sup>38</sup> if a group agreement so decides or has been negotiated on the same topic.<sup>39</sup> Where a group agreement on gender equality is in place, it is no longer necessary to reopen negotiations at the level of the subsidiaries.

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<sup>36</sup> Section L. 2242-1(2) of the Labour Code.

<sup>37</sup> Section L. 2242-3 of the Labour Code.

<sup>38</sup> Group agreements are considered companies agreements.

<sup>39</sup> Section L. 2232-33 of the Labour Code.

► **Table 8. Managed bargaining since the “Macron” executive orders**

<b>Periodicity</b>	Unless there is a method agreement: annual negotiation on gender equality and QWL.  The possibility in a method agreement of adjusting the content and periodicity of the negotiation, which must not exceed four years.
<b>Obligation to cover (agreement or plan)</b>	The obligation for companies of at least 50 employees to negotiate a collective agreement and, in its absence, to establish a unilateral plan.  The agreement or the plan must set out the progress targets and indicators on various areas of action which depend on the number of employees in the company.
<b>Content defined by law</b>	Choice of a number of areas of action out of eight: training, recruitment, remuneration, classification, work-life balance, qualifications, promotion, working conditions.  ► three areas for companies with fewer than 300 employees ► four areas for companies with more than 300 employees  The area of “remuneration” must be chosen.
<b>Determination of quantitative targets</b>	Determination of progress targets and actions to achieve them. Determination of statistical monitoring indicators.
<b>Monitoring and financial penalty</b>	Establishment of a financial penalty, imposed following a formal notice issued by the labour inspectorate.  Possibility of adjusting the financial penalty according to “efforts observed” (less than or equal to 1 per cent).  Obligation to deposit the agreement and action plans with the authorities.

## The role of the Gender equality index

In 2018, a further step was taken in France. Under Act No. 2018-771 of 5 September 2018 on the freedom to choose one’s professional future, companies with at least 50 employees are obliged to calculate pay gaps between women and men, publish the result of this calculation, and consider the elimination of these gaps. There is therefore an obligation to achieve results. In order to standardize practices and in the interests of efficiency, a 2019 decree specified the method for calculating this index (Insert 1), which can vary from 0 to 100 points.<sup>40</sup> Enterprises with an index of less than 75 points are required to negotiate annual or multi-year corrective measures as part of the negotiations on gender equality or, in the absence of negotiations, in an action plan established unilaterally by the employer. A financial penalty is provided for in the event that the index is not published or if the authorities note a lack of results at the end of a three-year timeline following the first publication of an index below 75 points. The maximum total of this penalty is 1 per cent of the total payroll. The administrative authority may grant the company a one-year extension, in line with efforts made relating to equal pay, the employer’s goodwill and the reasons for the failure to comply.

## Branch collective bargaining on gender equality

The branch of activity traditionally constitutes an important level of collective bargaining in France. This makes it possible to establish a common social status for employees in the branch and to limit competition over working conditions and wages among companies in the same activity sector.<sup>41</sup> This role of the branch can be especially important for the smallest companies (micro, small and medium-sized enterprises). Under certain

<sup>40</sup> Decree No. 2019-15 of 8 January 2019 on the application of the provisions aimed at eliminating the gender pay gaps in companies and combating sexual violence and sexist behaviour at work.

<sup>41</sup> On the branch missions, see Section L 2232-5-1 of the Labour Code.

conditions, the Minister of Labour may, by decree, extend a branch collective agreement to all of the companies in the activity sector. The Minister may also extend a collective agreement to a similar activity sector which does not have any collective agreement at this level. Lastly, over 95 per cent of employees are covered by a branch agreement in France (Ministry of Labour 2019). To the extent that certain branches were inactive, some years ago the French public authorities initiated a restructuring programme to reduce their number.

## 1. Obligation to negotiate at branch level

There are several obligations to negotiate at branch level (the most significant include those on wages, forward planning of employment and skills, and classifications).

The “Macron” executive orders confirm that gender equality is a mandatory area of negotiation at the level of activity branch. In public policy provisions, the Labour Code sets out a requirement to negotiate at least every four years on the measures aimed at ensuring gender equality, “wage catch-up” measures to correct inequalities observed and the provision of tools to companies to prevent and combat sexual harassment and sexist behaviour.<sup>42</sup>

Furthermore, the branches must take account of gender equality and job diversity during negotiation on classifications.

If no collective agreement provides for the organization of this negotiation in terms of content and periodicity, the supplementary provisions of the Labour Code require the opening of negotiations every three years “on measures to ensure gender equality and on “wage catch-up” measures to correct the inequalities observed”.<sup>43</sup> In addition, annual negotiations on wages must be opened, taking into account “the objective of gender equality in employment, and the measures to achieve it”.<sup>44</sup>

## 2. Coordination of the branch agreement with the company agreement

Executive order No. 2017-1385 on strengthening collective bargaining modified the interplay between collective branch agreements and company agreements. Henceforth, three sets of themes should be distinguished. In one series of subjects (set 1) the collective branch agreement has precedence over the company agreement, except where the latter institutes “at least equivalent guarantees” (this is the case for minimum wages, classifications and gender equality). In another series of subjects, (set 2), the branch agreements may decide to take precedence, except where the company agreements provide for at least equivalent guarantees. Lastly, in all other areas (set 3), company agreements take precedence over branch agreements (working hours in particular).

Gender equality therefore fits into set 1, in which the requirements of the branch agreement take precedence over the company agreement concluded before or after the date of entry into force of the branch agreement, except where the company collective agreement sets forth “at least equivalent guarantees”. The leeway companies have will depend on the interpretation afforded to this new concept, which does not necessarily mean that the most favorable standard prevails. In addition, defining what constitutes an “at least equivalent guarantee” in terms of gender equality is not straightforward.

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<sup>42</sup> Section L. 2241-1(2) of the Labour Code.

<sup>43</sup> Section L. 2241-11 of the Labour Code.

<sup>44</sup> Section L. 2241-8 of the Labour Code.

► **Inset 1. Calculation of the equal pay indicator**

The index is calculated on the basis of four or five indicators depending on the size of the company (50 to 250 employees and more than 250 employees respectively). These indicators are as follows:

- the gender pay gap (40 points): this is calculated on the basis of the average pay of women compared to that of men, by age group and by category of equivalent posts, all in full-time equivalent;
- individual salary increase distribution gap (20 points): this is the difference in the rate of individual salary increases that does not correspond to promotions between women and men;
- promotion distribution gap (15 points), for companies with more than 250 employees: this is the gap in promotion rates between women and men. For companies with between 50 and 250 employees, the indicator relating to individual salary increases includes promotions;
- return from maternity leave (15 points): this is the percentage of employees who received a salary increase in the year after they returned from maternity leave, if salaries were raised during the period in which the leave was taken;
- parity among the highest earners (10 points): this is the number of employees of the under-represented gender among the 10 highest paid employees.

These indicators, which together constitute the Gender equality index, must be added to the BDES. The results are presented by socio-professional category, hierarchical level or coefficient, or in line with the levels of the company's job rating method. This information is accompanied by all the details needed to interpret it (in particular the methodology applied), including the distribution of employees by socio-professional category or the levels of the company's job rating method. Where relevant, any corrective measures envisaged or already in place must be communicated, or the reasons why the indicators could not be calculated. All this information is also sent to the services of the Minister of Labour. The SEC must be consulted by the employer on the distribution of employees by hierarchical level or coefficient, in application of the branch classification or another job rating method. Management must provide it with the calculated indicators, and not being able to determine the level of results does not exempt the company from this obligation. However, there is no need to consult the SEC if management retains the four socio-professional categories: managers, technicians and supervisors, clerical workers (salaried employees) and manual workers.

The Gender equality index is not implemented through collective bargaining in the company. It is the SEC that is informed and consulted on the implementation and the results. Collective bargaining on gender equality can encompass corrective measures. It can also serve to support negotiations. Some collective agreements nevertheless incorporate the index in the negotiations. For example, in a group agreement of 18 April 2019 on gender equality within the Orano group, it is set forth that "the parties agree to implement the five indicators for all companies with at least 50 employees (when statistically feasible)."

It is still too early to assess the effectiveness of this mechanism, but it may be useful to point out that it is already the subject of controversy. On the positive side, it is clear that it is by quantifying inequalities that we make it possible to take action. The adoption of a shared tool for all companies may help them to be in a better position in terms of gender inequality, which is necessary for them to take action. This also seems to be a means

### ► Inset 2. Issues of concern

- the average wage gaps are calculated on a full-time equivalent basis, while a major source of the pay gaps is the unequal recourse to part-time work by men and by women;
- the average wage gaps are not calculated in the same way in all companies: they can be calculated by age group and hierarchical level or by age group and socio-professional category. This makes it difficult to compare companies with each other;
- reasoning in terms of average gap per subcategory erases part of the gaps that are due to the unequal presence of men and women in the various socio-occupational categories;
- the indicator can only be calculated where there are at least three men and three women in each category. In this case, subgroups of employees may be excluded from the calculation. The indicator is said to be incalculable if it does not cover at least 40 per cent of employees. It may therefore be published having taken into account less than half of employees.
- companies may increase their index if all employees have received a raise in the year of their return from maternity leave but the latter is a legal obligation.

adopted by other countries to advance on the road towards equality (with different areas and methods).

With regard to the criticisms or points for improvement, it is sometimes regretted that only the company's overall indicator is known, with no publication of the way it was built. The indicator components may also be subject to criticism, thereby concealing some of the inequalities (Inset 2).

Lastly, there is a concern that negotiations lose their significance against the new Gender equality index and that the achievement of gender equality is evaluated only against this index.

Women earn on average a quarter less than men. However, according to figures of the Ministry of Labour,<sup>45</sup> the average score for companies with more than 1,000 employees is 83/100 (82/100 in those with 250-1,000 employees). Only 18 per cent of companies (16 per cent among companies with 250-1,000 employees) score below the 75/100 threshold. At the regional level,<sup>46</sup> the picture is almost identical regarding the score obtained. However, nearly 18 per cent of companies with more than 1,000 employees score below the 75/100 threshold and 15 per cent of companies with more than 250 employees that transmitted a calculable index do not respect the legal obligation concerning the indicator relating to the return from maternity leave.

<sup>45</sup> Gender Equality Index: update on its implementation in companies of more than 250 employees, Ministry of Labour, 17 September 2019.

<sup>46</sup> Special newflash: "Gender Equality Index", DIRECCTE Grand Est, December 2019.





# ▶ Part 2

## Case studies

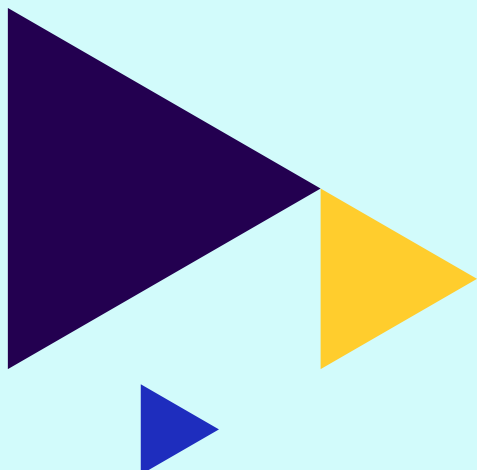
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## ► Part 2: Case studies

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Collective bargaining on gender equality stems from various motives, which we will endeavour to highlight by presenting the results of our field survey. After explaining the analysis procedures and the methodology used, this section presents the establishments surveyed and the information gathered in summary monographs. It then sets out a cross-cutting analysis, and lastly provides an overview of branch collective bargaining on the basis of general data and information gathered from branch negotiators.



## ► Panel and methodology

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### Research approach

This research looks at the rationale for and outcomes of collective bargaining on gender equality in employment (including equal pay) in France.

To this end, we conducted a survey among ten companies in the Eurometropolis of Strasbourg in order to determine the dynamics of collective bargaining on gender equality and its impact on the situation of women and men in the company, particularly on the pay gap.

The originality of our approach lies in the undertaking of a longitudinal study of the different agreements produced between 2013 and 2018. This enabled us to assess the results of successive negotiations and estimate the results of the actions taken to reduce the wage inequalities. The analysis of the actions was based on the methodology created and used in the report entitled “Negotiating gender equality in employment: progress, resistance and conditions for development”,<sup>47</sup> prepared by this same research team, with the support of DIRECCTE Grand Est in 2015.

In order to gain a better understanding of the dynamics of negotiations, semi-structured interviews with company management representatives and trade union delegates were included with the initial analysis.<sup>48</sup> The aim here was to identify the concerns of the social partners, highlight the stages of a relevant approach to negotiations on gender equality, and identify the sensitive issues to be addressed to combat pay inequalities and even gender discrimination. These results were cross-referenced with figures on gender equality in the economic and social databases made available to us by most of the companies.

Lastly, in order to understand the role of all the stakeholders in this process, we conducted an analysis of the sectoral collective agreements applicable to the selected companies, as sectoral agreements also cover pay and gender issues. To this end, we decided to approach the joint committees of each branch concerned with the companies on the panel.

### Building the sample

#### 1. Panel selection

The composition of our panel was guided by the choice of our research agreement, which was to select companies based in the Eurometropolis of Strasbourg that had already held negotiations on occupational gender equality.

In addition to this concern for the companies’ commitment, we also tried to have a range of activity sectors, giving priority to those where the issue of gender equality could arise. The hospital sector was therefore selected because of the high proportion of women employees. At the same time, we selected the salvage/waste and industrial sectors, where jobs are traditionally held by men. We also wanted companies of various sizes, some belonging to a group, family-owned or international.

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<sup>47</sup> Bucher A. et al. (2015), *Négocier l'égalité professionnelle entre les femmes et les hommes : avancées, résistances et conditions de développement*, Report for DIRECCTE Alsace, University of Strasbourg: Labour Institute, April, 92 P.

<sup>48</sup> We have endeavoured to maintain the anonymity of our interviewees. The company management representatives are designated with the acronym HRM (human resources management).

Taking account of all of these characteristics, we compiled a file of 40 potential companies. Contact was first made with company management representatives, mainly at the level of the human resources department. We encountered some difficulties in accessing the field, which appear to be due mainly to the context of elections of staff representatives and the legal obligation to establish the SEC before 31 December 2019. Human resources managers do not have much time to accommodate researchers.

This very empirical approach finally led us to select ten companies which fulfilled various criteria and were prepared to meet with us for an interview within timelines that were compatible with our scheduling constraints.

## 2. The choice of the Eurometropolis of Strasbourg

The choice of the Eurometropolis of Strasbourg<sup>49</sup> was a natural one for two main reasons. On the one hand, the distribution of jobs by sector and of companies by size in the Eurometropolis is comparable to that prevailing in all 21 French metropolises and very similar to that prevailing at the national level. On the other hand, there is considerable attention in this region on the issue of gender equality, both at the level of public authorities and companies.<sup>50</sup> This suggests that companies have an interest and dynamism with regard to this issue.

## 3. Main characteristics of the companies surveyed

Among the ten companies surveyed, five belong to the service sector, three to the industry sector and two have a mixed activity (industrial production and wholesale trade).

Employee numbers in these companies range from 200 to 6,000, which is a very wide scale. The decision to target large companies was based on the observation that their collective bargaining is more developed. It is also related to the hypothesis that the companies would have concluded several agreements on gender equality since 2013.

Among them, two have more than 1,000 employees, which is significant given the structure of the workforce in companies at both the national and regional levels, but not necessarily indicative (as we will return to) of a greater investment in gender equality by large companies.

The influence of groups is particularly important in this sample: all the companies on our panel are part of a group (international for some but for others only regional), which points to the new configurations emerging in the productive system, and in particular the growth of small and medium-sized enterprises groups. *Salvage*, a family-owned company that is part of a group that also has this characteristic, and *Agro-food* are subsidiaries of a group that do not exceed 1,000 employees. Four companies (*Induco 1*, *Induco 2*, *Private Health 1* and *ICT*) are part of an international group.

Lastly, given the way our sample was composed, the proportion of women is variable among the companies considered, which gives the following configuration: four companies have “a majority of women” (at least 60 per cent women), three companies have “a majority of men” (40 per cent women or less) and three companies are “balanced” with an equal representation of women and men.

<sup>49</sup> This metropolis comprises 33 communes and has over 500,000 inhabitants, almost 280,000 of whom in the centre of [Strasbourg](#).

<sup>50</sup> Women's rights and gender equality have been an important issue for Eurometropolis of Strasbourg for over ten years with action plans since 2012.

► Table 9. Proportion of women in the panel companies

**Enterprises with a majority of women (>60% women)**

	Sector	Size of company	Proportion of women
Insurance 1	Services	300-999	76%
Insurance 2	Services	1000-1999	66%
Banking	Services	1000-4999	58%
Private Health 2	Services	1000-4999	86%

**Enterprises with a majority of men (<40% women)**

	Sector	Size of company	Proportion of women
Induco 2	Industry and services	300-999	36%
Salvage	Industry	50-300	16%
ICT	Services	+ 5000	35%

**Enterprises with a balance (40-60% women)**

	Sector	Size of company	Proportion of women
Agro-food	Industry	50-300	43%
Induco 1	Industry and services	300-999	43%
Private Health 1	Industry	1000-4999	51%

## Analysis of the agreements

We conducted a systematic analysis of all agreements on gender equality in the panel companies since 2013. The purpose of this study is to analyse, for each company, the dynamics and results of all negotiations over time. For most of the companies, three agreements have been signed since the legal obligation was introduced. Almost all the companies have negotiated on this theme without going the route of an action plan. It is also interesting to note that five companies negotiate on this theme in conjunction with the theme either of QWL (*Induco 1*, *Private Health 1* and *2*), or diversity (*Insurance 1*), or the generation contract (*Induco 1*).

Furthermore, we carried out a detailed reading of the texts in order to preserve the wealth of information. We thus studied the dynamics of negotiation, the methodology and architecture of the texts, the themes of the negotiations and actions implemented.

Regarding more particularly the analysis of the actions, we used an innovative typology of actions that is the same across, and shared by, the eight potential areas, developed within

the framework of 2013 research.<sup>51</sup> All agreements were read in the light of this typology, made up of five sets of actions:

- **Information and awareness-raising actions:** these are actions aimed at informing, communicating or raising awareness. They are mainly aimed at changing mentalities, although they can sometimes simply consist of a reminder of the legislation in force. These actions seem relatively easy to implement and inexpensive for the company. In the area of training, for example, it may be a matter of publicizing training opportunities and internet-based tools.
- **Formalization actions:** these require conformity with legal obligations or ethical principles relating to gender equality through written rules and procedures. These actions may bring about changes in company practices and have short-term effects, but do not systematically increase operating costs. The most emblematic are the formalization of recruitment procedures, for example, ensuring the content of job offers is gender-neutral.
- **Provision actions:** this category encompasses actions that increase employees' rights or offer them new opportunities. They aim to correct existing imbalances. They most often require investments by companies and modify their organization and structure. In the area of "remuneration", this category includes, for example, offensive actions such as the allocation of specific financial resources. In the area of "work-life balance", this might include the introduction of teleworking or support services to facilitate the performance of family responsibilities.
- **Incentive actions:** these actions do not create new opportunities or new rights in the strict sense. They support employees, encouraging them to use the existing tools or apply for existing jobs that do not have a gender balance. They thereby aim to correct imbalances by changing the behaviour of employees. In the area of "work-life balance", these actions can take the form of special support for employees returning from family leave. In the area of "training", it may be a matter of giving women priority access to training.
- **Diagnostic actions:** these aim to identify existing imbalances in gender equality (quantified assessments). The assessment of the company's situation should serve as a basis for negotiation and is generally contained in the preamble of the text. Therefore, although necessary (and even costly if they require recourse to external expertise, for example), these actions appear to be anachronistic in the sense that they do not aim to correct an imbalance but only to establish its existence. They can take the form of identification of pay gaps.

## Interviews

The surveys were conducted mainly between January and October 2019. We carried out semi-structured interviews with two target populations in the company: a management representative, mainly from the human resources department, and an employee trade union organization representative of the company. The intention was to meet people having participated in the collective agreements on equality. The objective is to gain a fuller understanding of the issue of gender equality in employment and to highlight the similarities and differences among the various stakeholders.

The interviews were conducted using an interview guide (see Appendix) in the form of questions and exchanges. The guide includes reflections on the development of the

<sup>51</sup> Bucher et al. (2015), as above. See also Bucher A. et al., (2018), *Egalité professionnelle: quels apports de la négociation « administrée ? »*, Chroniques du travail No. 8, University of Strasbourg: Labour Institute, December.

► **Table 10. Presentation of the companies on the panel**

Company name	Activity - context	Belonging to a branch	Belonging to a group	% women	Gender pay gap	Social dialogue	Type of text	Index score
<b>Agri-food</b>	Competitive industrial production SME; CSR approach	Collective agreement of the 5 agro-food industry branches	No; ESU	43%	Interviews: Somewhat balanced pay Gaps linked to job history or seniority	Negotiation at ESU level smooth negotiations	"Equality" agreements of 2013 and 2018	91/100
<b>Insurance 1</b>	Health insurance sector Budgetary constraints Limited recruitment	Not mentioned	Yes	76%	Interviews: Remuneration supported by branch agreement	Complex negotiations Specifics of the company's status Budgetary constraints	"Equality" agreements of 2014 and 2017	97/100
<b>Insurance 2</b>	Insurance/financial services sector Growing activity Pressure on the economic model	Collective agreement of insurance companies	Yes	66%	Document (social auditing): Marginal for non-executives Very significant among executives	Social partners interested in the issue Equal opportunities committee for women and men responsible for supervising the agreement	"Equality" agreements of 2012 and 2016	84/100
<b>Banking</b>	Financial services sector	Collective agreement of the bank	Yes	58 %	Document (CSR 2018): Not significant among non-executives Significant among executives 2 women among the 10 highest paid	Matter of concern for the social partners	"Equality" agreements of 2014 and 2016 2019 action plan	94/100
<b>Induco 1</b>	Tertiary sector Context of competition and job changes Stable activity and workforce Innovative products	Not mentioned	Yes	43%	Document (2017 social auditing): Significantly benefits women Insignificant among executives	Matter of interest for the social partners	2013 Generation and equality contract agreement 2016 Generation, equality and QWL contract agreement	Unknown
<b>Induco 2</b>	Wholesale trade Restructuring and social plans 2000-2010 Current recovery of activity Stable workforce	Collective agreement of the metallurgy industry	Yes	36%	Document (CSR 2018): Insignificant among non-executives Significant among executives 1 woman among the 10 highest paid	Consensual and constructive social dialogue Trade union interest in the subject Failure of 2015 and 2016 negotiations Overseen by the equal opportunities committee	"Equality" agreements of 2007, 2012 and 2017 2015 and 2016 action plans	93/100



► Collective bargaining outcomes on gender equality in France:  
The case of ten companies in the Eurometropolis of Strasbourg

Company name	Activity - context	Belonging to a branch	Belonging to a group	% women	Gender pay gap	Social dialogue	Type of text	Index score
<b>Salvage</b>	Resource recovery sector Growing activity Innovative products Regular increase in the workforce	National collective agreement for the resource recovery industries and trade	No ESU	16%	<u>Interviews:</u> Salary scales defined by the branch agreement. Possible pay gaps, linked to part-time work and payment of certain bonuses	Good social atmosphere Delayed interest of social partners	"Equality" agreement of 2019	85/100
<b>Private Health 1</b>	Health sector Competition and pressure to innovate Big investments Reduction in the workforce	Not mentioned	Yes	51%	<u>Interviews:</u> No gaps identified	Overseen by equal opportunities committee	2016 and 2019 Equality and QWL agreements	100/100
<b>Private Health 2</b>	Hospital sector Difficult economic climate Context of restructuring Modernization	French Federation of Not-for-profit Hospitals and Personal Care Service	Yes	86%	<u>Document (CSR 2012):</u> Few pay gaps except for among non-medical executives	Social partners are not mobilized: female dominated company Overseen by equal opportunities committee	"Equality" agreement of 2013 and 2016 QWL agreement	83/100
<b>ICT</b>	Telecommunications sector Growth Technological challenges Job changes	National collective agreement on telecommunications	Yes	35%	<u>Document (2018 Agreement):</u> significant overall gap <u>Interviews:</u> Women executives and senior managers: slightly less paid Women employees: slightly better paid	Strong mobilization of social partners Active and constructive negotiation National committee and local committees responsible for the implementation and supervision of the agreement	"Equality" agreements of 2004, 2007, 2011, 2014 and 2018	94/100

company in its context, the place of gender equality in the human resources management policy, the negotiation of gender equality and the implementation of the index.

The interviews were held at the workplace of the person being interviewed, on an individual basis.

Each interview was conducted by two people in order to have the as full notes as possible and to have the opportunity to exchange and compare analyses and interpretations after each interview.

Interviews were also held with negotiators of sectoral collective agreements. Some of these had been brought to our attention by the General Directorate of Labour, given the innovative nature of their provisions. The interplay between the sectoral agreements and company agreements was raised in the interviews with stakeholders in the activity branches. The analysis of these interviews is included in the section on branch negotiations.

## ▶ Company monographs

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We built ten company monographs on the basis of the information gathered over the various interviews and the analysis of the various documents obtained. We obtained additional information by visiting the companies' websites or by doing internet research. This approach was made all the more necessary by the fact that a certain number of companies did not provide us with any documents, despite multiple reminders.<sup>52</sup>

The monographs have been built on the basis of a shared presentation plan that covers three major sections:

- ▶ "Context-specific development of the company" i.e., the activity and economic climate of the company;
- ▶ "What about gender equality?" i.e., the practices and difficulties faced by the company regarding gender equality;
- ▶ "The dynamics of collective bargaining on gender equality" i.e., the negotiation process, the content of the agreement and its monitoring; and
- ▶ a last section entitled "And now? What future for gender equality?" i.e., the effectiveness of the agreement and the factors relating to the relationship with the new legal obligation on gender equality, namely the index.

The preparation of these monographs constituted much of the work done within this study. It required an in-depth analysis of all the interviews, followed by a cross-cutting analysis which made it possible to gain perspective on the statements collected by comparing points of view.

The synoptic reading that we carried out enabled us to closely analyse the dynamics of negotiations on gender equality and its impact on women and men in the company, including on pay gaps, from four perspectives: the dynamics of company collective bargaining, analysis of the development of agreements and action plans, measures, and occupational segregation and pay gaps.

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<sup>52</sup> These monographs were provided to our participants before the publication of the report.

## ► Agro-food

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The company, *Agro-food*,<sup>53</sup> is an industrial production site belonging to an economic and social unit (ESU) of the agro-food industry, that is to say a grouping of several separate companies. This grouping allows for the establishment of common employee representative institutions at central level. Collective agreements are also negotiated and signed at the level of the ESU, and then adapted to the regions, taking account of the particularities of the sites. This ESU, and *Agro-food*, are covered by the collective agreement of the five branches of the agro-food industry.

### Context-specific development of the company

The company, *Agro-food*, is one of the production plants of the ESU. It does not have any particular difficulties in terms of employment. It is in the [50-300] employee bracket. Employees work in the industrial and support functions. Women account for 43 per cent of the total workforce. There is a good social atmosphere and there are strong community roots.

It is a fast-growing company, carrying out many actions to improve working conditions in the interests of competitiveness and continuous efforts to improve accessibility to job posts. For the past ten years, it has been carrying out around ten projects a year, with the help of an ergonomist and an occupational nurse. Our interviewee emphasized that these projects are carried out in accordance with employees' needs. Indeed, the company encourages them to identify "irritants", through the use of an ergonomic rating tool, developed within the company.

Like the other ESU companies, *Agro-food* has adopted a corporate social responsibility approach, which means that all decisions are made based on a balance of three pillars: economic, social and environmental. In this context, the company ensures the integration of the dimension of gender equality into all its practices. "Generational diversity and gender equality in employment contribute to mutual enrichment, social cohesion and economic efficiency," commented human resources management (HRM).

### What about gender equality?

The figures from the diagnostic study of the company's comparative situation reports, as presented by HRM, do not reveal any particular difficulties.<sup>54</sup> Women represent 43 per cent of the total workforce, compared with 57 per cent of men. This difference is explained by the fact that those working in factories are predominantly men. Certain jobs therefore continue to be occupied exclusively by men. Women, however, are increasingly represented in support functions (administrative staff, human resources and accounting). As for recruitment, a majority of men are recruited among factory workers, while parity is respected among executives. Lastly, in terms of skills development and qualifications, the diagnostic study shows that women are less represented in the most skilled jobs, irrespective of the occupational category. For example, in the "operator" category, women are often in low-skilled positions or operating simple machines.

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<sup>53</sup> This monograph is built on the basis of the agreements for gender equality made available to us and of an interview with the company's HRM.

<sup>54</sup> The comparative situation reports were not transmitted to us. These figures were presented at the interviews.

With regard to remuneration, our interviewee insisted on the fact that the monthly pay per category is on average balanced between women and men. Each year, figures comparing the situation of men's and women's salaries are presented to the elected representatives. Any gaps identified are reported and are mainly linked to job history or seniority, that is to say to the employee's own career path.

Given this scenario, the company has been striving for many years to encourage gender diversity in all jobs and at all levels of the hierarchy. It fights against gender stereotypes, which are still very marked in the industrial sector. Many of these practices, which mainly pertain to recruitment and the improvement of working conditions, were not formalized in a negotiated agreement.

In terms of recruitment, for example, the company endeavours to facilitate women's access to so-called male positions. To that end, the human resources department carries out a number of awareness-raising actions both within and outside the company. It establishes training for managers and recruiters on the themes of diversity and gender equality and gives presentations to students on the careers of women in the industry. The company also prioritizes internal recruitment when a position is to be filled. Our interviewee welcomed, in particular, the effectiveness of the Certificate of Professional Qualifications to promote the development of women's skills within the company.<sup>55</sup> As an example, he presented the career paths of two women, who held low-skilled positions in production, developed their skills, and went on to become maintenance technicians thanks to this instrument. Everyone, from human resources to local managers, encouraged these changes even though there had never been any women in that department. With the agreement of these employees, their career paths were finally highlighted in a film promoting the industrial occupations, which was shown in the ESU, in schools and at various job fairs.

Lastly, the company supports employees' professional development by encouraging exchanges between them and managers and by ensuring that periods of long-term illness, maternity or parental leave do not have negative repercussions on career development.

## The dynamics of collective bargaining on gender equality

The company seeks to respect the obligations outlined within the context of gender equality, through the use of an age management policy. Its commitment, enshrined in the preamble to the 2018 agreement, is "to support employees throughout their professional life by ensuring access to employment and job retention for employees, regardless of their age or sex, by promoting the transmission of knowledge and skills among them".

Two agreements were concluded, in 2013 and 2018 respectively, between the HRM representing the companies in the ESU and the central trade union organizations in the ESU. A quantitative and qualitative diagnosis of the employment situation of young people and older people, and men and women, at the level of the ESU was conducted prior to each negotiation.<sup>56</sup> On the basis of this diagnostic study, the areas of action, actions and progress targets were applied at ESU level. It is then the responsibility of each company belonging to this ESU, while taking into account their specific circumstances, to implement the actions negotiated. In the interests of consistency at group level, meetings on practices are held by videoconference between the ESU and the companies.

<sup>55</sup> The Certificate of Professional Qualifications is a qualification created and issued by an occupational branch certifying mastery of skills related to a job.

<sup>56</sup> This document is not attached to the agreement and was not provided to us. However, extracts are contained in the body of the agreement.

The two agreements were concluded for a period of three years by four of the five trade unions invited to the negotiating table. However, owing to the formation of the ESU in 2016, the second agreement was not renegotiated until 2018. Our interviewee reported that negotiations went smoothly, which is confirmed by the company's trade union delegate who sits at the negotiating table at the ESU level. It is immediately apparent that the two texts are similar, both in form and in the choice of areas, actions and targets. The 2018 agreement contains a few adjustments in certain places, attesting to the social partners' effort to adapt the text to the findings of the review of the previous agreement.

The negotiating parties selected five areas, which is more than the minimum number of areas required. These are: "recruitment", "training", "working conditions" and "work-life balance".

This choice of a significant number of areas seems relevant, as it is consistent with the company's desire to have a global approach to gender equality.

Overall, the two agreements do not contain specific actions generating incentives, aiming to change behavior or providing employees with new opportunities ("incentive" or "provision" actions). This is consistent with the ESU's interest in encouraging companies to develop a range of actions (tools) to meet the commitments contained in the agreement. Equally, there are no quantitative targets, except with regard to "working conditions". The objective was therefore to reduce from 12 projects per year in 2013, all establishments included, to six in 2018.

The company easily implemented the commitments in the agreements, since many practices were already in place in all areas without having been formalized. Our interviewee cited several examples, such as the formalized recruitment process, vocational interviews designed to help employees plan their future careers, projects on working conditions and efforts made to identify any unjustified pay gaps.

The broad outlines of the agreement and the actions implemented in the company are published in the company's internal newsletter and are broadcast on a television in the common room. Human resources decided not to communicate the agreement in one go and without explanation, to allow employees to note the major points.

## And now? What future for gender equality?

Improving work-life balance is the group's priority for the years to come. The company is therefore committed to improving the QWL of its employees by considering flexible working arrangements. In this respect, telework was established as of 2020. A working group will be set up for this purpose.

As regards the gender equality index, the ESU scored 91 points out of 100, which "did not surprise" our interviewee. In accordance with the legal obligation, it is published on the ESU website, under "commitment", without any details on the different indicators.

This obligation is taken on as a formality to complete rather than as a new tool for identifying a gap. Our interviewee thereby explained that it was not difficult to calculate, "it is simply a matter of consolidating statistics, carried out by the accounting department". According to him, this new legal obligation does not therefore make it possible to identify new elements regarding inequality between women and men. He insisted on the fact that the inequalities identified through indicators on "pay gaps" and "the ten highest salaries" were already known thanks to an annual analysis of the comparative situation report and the report on mandatory annual negotiations under the "pay" section (male-female distinction per socio-professional category).

The score, the corresponding legal obligations and their consequences for the ESU were presented to the employees and employee representatives in the interests of transparency and promotion of gender equality. The employee representatives welcomed this but did not show any particular interest in this new tool, preferring to focus on the analysis of the comparative situation report.

## ► Insurance 1

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*Insurance 1*<sup>57</sup> is a private law body belonging to a national insurance group. It performs its functions for users and companies.<sup>58</sup>

### Context-specific development of the company

The company is evolving in a context marked by two opposing trends: on the one hand, it must confront strong demographic changes in the French population that are likely to increase the number of its users. On the other hand, it is subject to strong budgetary constraints, which force it to limit recruitment. To face this situation, it is mobilizing its internal resources and ensuring that it adapts its posts and its organization of work. It is therefore developing a strong promotion policy based on skills, in consultation with the employee representatives. In addition, it encourages internal mobility through a system of calls for applications. Lastly, the company adopts flexible working hours and has implemented teleworking, allowing employees greater freedom in managing their working hours.

The company is currently in the [300-999] employee bracket, with a female dominated workforce (76 per cent of total workforce). The posts are predominantly administrative with frequent contact with the public. Full-time, permanent contracts are the norm within the company. A total of 26 per cent of employees work part-time.<sup>59</sup>

### What about gender equality?

The only data available to us<sup>60</sup> highlights imbalances in terms of occupations, with some jobs held mainly by women (for example, customer management, intervention and social development, information and communication) and others held mainly by men (for example, information technology, human resources, management of material resources). The recruitment process aims to promote gender diversity in management posts and to rebalance jobs with an over-representation of women or men. The document also reveals a gap between the average number of hours of training taken by women and men, to the benefit of women.

The interviews clarify certain points for us. The under-representation of women in the information technology and logistics sectors is linked, according to the human resources director, to the difficulty for women in entering these occupations. As for management positions, the conditions of access, namely mandatory two-year training in another city, dissuade women from applying. With regard to remuneration, HRM stated that there are no gaps. He maintained that there cannot be any as the company strictly follows the salary scales, as defined by the branch agreement. In addition, the company guarantees transparency by presenting the annual report on the remuneration policy to the employee representative bodies and all employees. According to HRM therefore, "if an employee notices an imbalance, he or she can raise the issue".

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57 We met with the HRM and the trade union leader. We obtained agreements for gender equality and social auditing.

58 We have not specified the branch collective agreement to ensure anonymity.

59 Part-time work is established in annexes to the full-time employment contract, lasting two years. The employees return to the office on a full-time basis at the expiry of the annex.

60 2018 statement report. Agreement on the promotion of diversity and equal opportunities.



## The dynamics of collective bargaining on gender equality

Negotiations on gender equality are “not a subject that mobilizes those concerned” according to HRM. This is linked to three factors. The first factor is the fact that women make up most of the company, which suggests an absence of gender equality issues. The second factor relates to the highly regulated nature of remuneration, which forces the company to act within the limits set by the branch agreement. The third factor is the particularity of the company's status,<sup>61</sup> which limits the scope for negotiation.

The negotiations undertaken in 2014 and 2017 were therefore motivated solely by the need to comply with the legal framework. Nevertheless, within the context of these negotiations, *Insurance 1* wished to affirm its commitment as a socially responsible employer by providing for actions to combat all forms of discrimination and by encouraging diversity and equal opportunities. In this respect, the social partners have negotiated on the theme of gender equality but also on health, disability and young persons. Particular attention has been paid to the risks of losing one's job.

The two agreements are virtually identical in form and content. With regard to the architecture of the texts, they both set forth progress targets and monitoring indicators in line with the results of the comparative situation report, presented to the social partners and annexed to the agreement. Only four areas of action are selected (“recruitment”, “promotion and training”, “remuneration” and “work-life balance”). However, several actions aimed at achieving the defined progress targets are programmed, which demonstrates the importance of the agreement.

With regard to the themes and actions implemented, there are few binding actions aimed at reducing inequalities by correcting existing imbalances or creating additional rights for employees. There are, however, many “information” and “awareness-raising” measures aimed predominantly at changing mentalities (targeted at employees, line managers and external partners), as well as “formalization” measures that establish principles already applied in the company. This is in line with the objective of the agreement recalled in the preamble, namely to “support each person's awareness, change mentalities and combat stereotypes”. It is also owing to the limited leeway of the social partners, mentioned by our interviewees.

As for recruitment, the social partners have set ambitious objectives to reach 75 per cent of women in leadership positions and to achieve a balance in occupations with significant over-representation. However, the actions implemented by the company are limited to providing information or training to candidates or recruiters relating to equality tools and issues, and to verifying that recruitment procedures are free from all forms of discrimination (for example, by inserting a “respect for diversity” clause in the contracts signed with recruitment agencies).

The same situation is found in the area of “training”. The company is committed to reducing the gap between the average number of training sessions taken by women and men. However, the only measures envisaged are identifying employees who have not taken any training and reminding them of existing training schemes. It should be noted, however, that the 2017 agreement provides for an additional measure in the area of “work-life balance” namely “paying particular attention to the proposed time slots for training”.

Moreover, the importance of the “work-life balance” theme is highlighted in the 2017 agreement where there are several new and innovative measures, spread over many

<sup>61</sup> A private law entity with a public service mission.

paragraphs. For the signatories, a “proper coordination between private and professional life would promote better integration and involvement of the employee at the collective level of work and, contributes to the preventive actions relating to occupational health”. The signatories thereby commit in the agreement to many “provision” type actions aimed at adapting the organization of work. For example, regarding the organization of working hours, “meetings must be organized from 9 a.m. to midday and from 1.30 p.m. to 4.30 p.m.”, “the use of teleconferencing is encouraged” and “determination of meeting times must take into account the working hours of part-time employees and teleworkers”. A survey will be conducted among managers to check that these measures are respected. With regard to consideration of family constraints, the agreement not only provides that managers be made aware of the constraints on single parents, the hospitalization of a family member or pregnancy, but also offers the possibility of “adjusting working hours” or “granting unpaid leave of up to 20 days per year”. The agreement also provides for reconciliation of working life with humanitarian and charity-based commitments: these commitments will be “considered as a period of actual work for the calculation of seniority”.

Lastly, it should be noted that the area of “remuneration” is dealt with superficially by the social partners, which reveals the limited flexibility of the negotiators, owing to the existence of the branch agreement. The 2014 agreement provided for only one measure, relating to the presentation to elected representatives of the comparative situation report. The 2017 agreement supplements this measure by introducing awareness-raising actions (“raising awareness among management” and “informing employees”), particularly on the company’s wish to preserve the salary progression of women and men during their absence on parental leave.

## And now? What future for gender equality?

The company has published its gender equality index on its website, in accordance with its legal obligations. It obtained a score of 97/100, well above the red line of 75 points set by law. The result appears under “About us” in the company presentation section, without however specifying the various indicators used for its calculation. Our HRM interviewee reported that a Skype meeting was organized at national level with the managers of all the organizations, to support them in implementing the index and to enable them to exchange best practices.

HRM carefully explained this new mechanism at the first SEC meeting and communicated it to all employees (via the internet). However, the trade union representative remains doubtful about the end use of the index, “I don’t know if a good index score is criteria for a job seeker”.

## ► Insurance 2

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*Insurance 2*<sup>62</sup> belongs to the mutual insurance sector and develops activities for private individuals, companies and groups. It is part of a large group operating nationally and abroad. Its collective agreement is the national collective agreement of insurance companies.

### Context-specific development of the company

Insurance 2 is a robust company which is regularly expanding and has had increased growth for some years. In terms of employee numbers, it is in the [1000 to 1999] employee bracket, with a majority of women (66 per cent). The number of employees on a permanent contract has risen over the past three years. This is also the case for those on a fixed-term contract, who represent only 2 per cent of the total workforce. The most represented post is that of individual sales advisor. Managers represent over 25 per cent of employees.

The company is evolving in a context marked by three major phenomena that are profoundly disrupting the sector's economic model: the numerous mergers among entities, which suggest a race to be the biggest, strong competitive pressure linked in particular to the emergence of start-ups,<sup>63</sup> and increasing digitalization of the insurance world. It must therefore take into account the necessary evolution of occupations and skills resulting from all these changes. In parallel, it is also facing recruitment difficulties in its "key business", that of sales advisors, "who are being driven out everywhere". This phenomenon is the result of both "the lack of attractiveness of the job" and "the desire of the new generation to create start-ups rather than join large groups".

To deal with this situation, the company has a two-pronged attractiveness strategy. With respect to its customers, it offers new services to increase their satisfaction and distinguish itself from its competitors. With regard to its employees, it is developing a strategy to increase loyalty and build skills, which takes several forms. It invests in lifelong vocational training, with almost all employees receiving training in 2018. It also launched an online training platform in 2017. In addition, the company is investing in work-study programmes (or sandwich courses) and developing partnerships with schools and universities to raise its profile and build up a pool of work-study candidates. Management's objective is "to train the work-study candidates, equip them with the company's values and recruit them on permanent contracts". Lastly, in order to facilitate a better work-life balance, the company has introduced teleworking,<sup>64</sup> which has been welcomed by employees, as well as parental benefits that are more favorable than the law.

### What about gender equality?

The policy on gender equality falls within the values promoted by the company and its corporate social responsibility strategy. But it is also a result of the constraints imposed by the legal obligation to negotiate. For our interviewees, "it is an important subject", particularly in view of the unequal treatment observed in the early 2010s.

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62 This monograph was built on the basis of an interview with two social relations managers of the company. It was not possible to have an interview with an employee representative. The 2018 report comparing the situation of men and women and two agreements on gender equality in employment were made available to us

63 These start-ups, the "Assurtechs", invest in this market by linking insurance and technology.

64 At a maximum limit of two days per week.

Each year, the company carries out a diagnostic study of gender equality via a report comparing the situation of women and men. According to this document, women represent 66 per cent of the total workforce. They are over-represented in the non-executive category and under-represented among executives. In management positions, there are as many women as men, but this nevertheless constitutes an imbalance in terms of the proportion of women in the company. In the area of remuneration, the gap is minimal among non-executives and very significant among executives, particularly those in the highest positions. Regarding access to training, women benefit in proportion to their representation in the company.

The interviews provide additional details. Our interviewees welcomed the large number of women in management positions. They stated that this is not due to a deliberate policy but rather, particularly for sales managers, to the recruitment pool and profile. In addition, women are promoted to these positions “based on their seniority and on promotions that are not motivated by any positive discrimination policy of the company”. The interviewees regretted, however, that women held very few of the senior management positions.

With regard to remuneration, the company seeks to guarantee equivalent remuneration on recruitment and equivalent pay for the same level of activity. Any discrepancies are identified in the comparative situation report. The comparison of salaries between men and women is examined annually with the social partners during the annual negotiations on salaries. For our interviewees, these discrepancies are mainly related to family responsibilities which traditionally weigh on women and have an impact on their careers, “it is mainly a question of the relationship that women have with work. There is the idea that at some point in her life, the woman will take time off work, while the man will continue his career”. In order to close these gaps, a specific “wage catch-up” mechanism is negotiated every year as part of the mandatory annual negotiations (negotiations on salary and on equality in employment).<sup>65</sup> In addition, the company implements individual merit-based pay rises. In 2018, nearly 300 employees benefited from these, 65 per cent of whom were women.

## The dynamics of collective bargaining on gender equality

According to our interviewees, the drive to promote gender equality is in line with the values defended by the company and the group. It is demonstrated by a progressive awareness held by the company’s management. This was reflected in the signing of a diversity and equal opportunity charter in 2008, followed in 2012 by an agreement on gender equality in employment, which was amended in 2016. The agreement, signed by three of four trade unions, was concluded for an indefinite period, in the interests of its “long-term implementation”. The preamble enshrines the agreement in the extension of the “fundamental principles” set forth by the charter in 2008.

It thus recalls the importance the company attaches to the principle of equal treatment and states that “recruitment, mobility, training, career development and remuneration must be based exclusively on objective factors<sup>66</sup>...to the exclusion of any discriminatory consideration”. It also affirms the need to raise awareness among all managers, who have a key role to play in the implementation and success of the policy on gender equality and equal pay. Those involved in the negotiations have chosen four areas of action: “recruitment”, “training”, “remuneration” and “work-life balance”. The agreement sets out, on average, four actions per area. The proposed actions fall mainly under “training”. Under

<sup>65</sup> 0.02 per cent of the total payroll was dedicated to this budget in 2018.

<sup>66</sup> “Such as, skills, qualifications, professional experience and performance”

“remuneration”, the agreement recalls the rules on salary reassessment in two particular situations, identified by the partners as sensitive: return from parental leave and part-time work. Under “work-life balance”, the agreement recommends avoiding planning meetings before 9 a.m. or after 7 p.m. in order to take account of parental constraints. It also affirms the attention to be given to requests for part-time work “regardless of the level of the function”. With regard to “provision” type measures, under “training”, the agreement provides for an action to update skills related to the job (techniques, new methods, etc.) upon return from maternity, adoption or parental leave.<sup>67</sup> It also recalls all the measures that are more favourable than the law in place in the company<sup>68</sup> and ensures a better reconciliation of family and professional life. The agreement does not set progress targets but it proposes specific monitoring indicators<sup>69</sup> to measure developments in gender equality in the four areas. These indicators must be presented to the equal opportunities committee for women and men, which is responsible for monitoring the agreement.

The 2016 amendment was introduced to adapt the provisions of the original agreement to legislative and company developments. Most of the actions were renewed but there were four significant changes. The first, on “recruitment”, concerns the removal of two “provision” type measures, one ensuring proportionality between the number of applications from women and the number of women recruited, and the other ensuring gender diversity on the recruitment panel. This change indicates that the social partners have taken into account the diagnostic study which highlighted the high proportion of women in the company’s workforce. The second change relates to the removal of the action on updating skills. The third concerns an amendment to the area of “work-life balance” through the introduction of a clause on the right to disconnect<sup>70</sup> and a measure on evaluating the workload of part-time employees. The fourth is the removal of the title on monitoring the agreement and the specific monitoring indicators, which makes it less relevant. Overall, this amendment seems less favourable than the original agreement.

## And now? What future for gender equality?

With respect to the gender equality index, each entity of the company calculated its own index and an overall figure was published on the Insurance 2 website, after consolidating the results. Our interviewees were satisfied with the score obtained, 84/100, but seemed doubtful about the value of this new tool: “gender equality is an approach rather than a number”. And they go further, indicating that “it is not agreements, action plans or indexes that will necessarily advance things, but a change in mentalities”.

Regarding the reduction of gender pay gaps, the interviewees believed that this would take time, given how ingrained it is, while emphasizing that a change in practices is emerging. In conclusion, they add that sanctions do not seem to be the most effective method: “companies move at their own pace”.

67 This provision was deleted in the 2016 amendment.

68 These measures (20-week maternity leave, two-month post-maternity leave on half pay, authorized absence for family reasons etc.) are listed in the body of the agreement and detailed in one of the annexes.

69 In addition to those in the comparative situation report.

70 The obligation to negotiate in favour of the right to disconnect was introduced by the Act of 8 August 2016, namely the “Labour Act”.

## ► Banking

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*Banking*<sup>71</sup> belongs to the cooperative banking sector and is part of a large group. It comes under the banking sector collective agreement.

### Context-specific development of the company

*Banking's* employee numbers are in the [1000-4999] employee bracket, with a predominantly female workforce (58 per cent women). Employees are distributed among support functions, sales force (almost 75 per cent of the total) and business processes. Executives represent more than one-third of employees.

*Banking* gives special attention to QWL and provides for a service manager to deal with this issue. Nevertheless, the trade union leader conveys the sentiments of the employees, who consider that their working conditions are not good.

### What about gender equality?

The data available to us show imbalances in gender equality at several levels. The distribution of women and men among the various functions corresponds to that prevailing in the company as a whole (58/42). However, women are over-represented in the non-executive category (2 out of 3 are women) and under-represented among executives (40 per cent women), a category in which the proportion of women decreases with the level of qualification. While women represent more than two-thirds of recruitments, they account for only 25 per cent of all recruitments for executives. However, changes in category (promotions to managerial positions) involve as many women as men, which testifies to the management's will to increase the number of women in management. As HRM indicated, this is reflected in the figures, which show an increase in the proportion of women among executives and senior managers. The average number of training hours is higher for men than for women in the non-executive category, but almost the same in the executive category. The comparison of average reference salaries in Banking reveals a significant pay gap. This is largely explained by the structure of the business and the existing pay differences in the executive category. The average salary gap is thus minimal among non-executives, a category that represents 65 per cent of the workforce and in which women are over-represented. The pay gap is bigger among executives, a category in which women are under-represented, with both lower average salaries and greater wage dispersion.

The interviews provide additional information. In terms of recruitment, the desire to balance things out is coming up against a number of difficulties. Firstly, the number of applications from men for non-executive positions is much lower than from women. In addition, our interviewees highlighted behavioural differences.

HRM stated that "assuming equal skills, interviews go much more smoothly with women who show more maturity, motivation, desire and professional awareness". Secondly, both HRM and the trade union leader note that men recruited in this category quickly leave the company "if there is no career plan for them or if they do not progress quickly enough". Thirdly, with regard to the recruitment of executives, our interviewees noted that "women do not dare, they hold themselves back, they do not apply if they do not meet 110 per

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<sup>71</sup> This monograph is built on the basis of two interviews, with HRM and the trade union leader. It is also based on the documents available to us: the 2018 report comparing the situation of women and men, and the agreements on gender equality (2014 and 2016 for a period of three years) and the 2019 unilateral action plan.

cent of the required criteria". They are also more concerned about the balance between private and professional life. To mitigate this last difficulty, the company decided to make certain positions of responsibility part-time. It offers an in-house training course entitled "Career success for women". It also turned Women's Day into a week (sometimes longer) to provide information on gender diversity. In addition, *Banking* has held the gender equality in employment label for more than two years<sup>72</sup> and an audit is under way to renew it. For HRM, obtaining and renewing the label testify to the company's commitment to this issue and constitute one of the essential points in negotiations on gender equality. The company is also implementing other unilateral measures to promote gender equality. It actively supports the network of women executives and managers, the objective of which is to encourage an increase in the number of women in executive posts and positions of responsibility. It implements specific actions, such as breakfast meetings, workshops and focus groups, with a view to presenting proposals to the leaders of *Banking*. It also offers mentoring to women who request it, provided by senior managers. For HRM, "this allows us to build up a pool of talent, combat stereotypes and put women forward during interviews". These interventions thereby contribute to "removing the obstacles to women's access to senior management". There is also an inter-company men's network but it is much less active.

## The dynamics of collective bargaining on gender equality

The issue of professional equality is a major concern for the company given the persisting imbalances. It has been the subject of numerous negotiations in the two constituent entities of the current company, which have produced several agreements since 2011. These texts reveal that the negotiations are firmly anchored in the company's other negotiations (Strategic Workforce Plan, equal pay and generation contracts, the assessment of which served as the basis for the negotiations on gender equality and from which several of the measures for equality were derived), as well as coordination with the branch negotiations (in the choice of objectives and actions). The agreements are systematically based on a prior diagnostic study and the comparative situation report. There is a genuine effort to identify the problems and room for manoeuvre in terms of equality.

In the agreements signed by the two companies, those involved in the negotiations make commitments in more areas (five) than the legal minimum: "recruitment", "training", "promotion", "remuneration" and "work-life balance".

The progress targets and monitoring indicators are assigned to the areas and the actions are coupled with quantified indicators, a description of the costs incurred and a timetable. Overall, there is consistency between actions, progress targets and monitoring indicators, reinforced by specific implementation procedures. This is mainly due to the establishment of a shared and quantified diagnostic study that reveals the main areas for improvement and lays the foundations for a dynamic of progress. Therefore, all the texts identify the low representation of women in management positions as a challenge and define actions to increase the rate of women in management. Most of the actions come under "provision", "incentive" and "formalization", which lead to changes in the organization and structure of the company in order to diminish the imbalances in equality. In the area of

<sup>72</sup> Issued by AFNOR certification further to the opinion of the Joint National Commission composed of representatives of the State, workers' unions and employers' organizations; it is subject to follow-up. It awards a process of continuous improvement of its actions in three areas: actions led in the company to promote equality, management and management of human resources, and support for parents within the framework of their occupation.

“remuneration”, an annual budget is dedicated to the reduction of the gaps observed,<sup>73</sup> but the amount is not fixed by agreement. Most of the actions are targeted at parents, whether in the area of “promotion”, “remuneration” or “work-life balance”, with a concern to reach both mothers and fathers. It appears that the social partners are in favour of raising awareness and “overcoming the perceptions of society”. For example, paternity leave is systematically mentioned in the same way as maternity leave.

Since 2019 and following the failure of negotiations, the company is covered by a unilateral action plan. It was noted that management wanted to reproduce that plan, while the employee representatives wanted the company to make more concrete commitments. The trade union leader also underlined the time constraints and the complexity linked to the company’s new structure. A charter is annexed to the plan with commitments for work-life balance. It sets objectives for 2021: 45 per cent women among executives and 30 per cent among senior executives. It presents, in the five areas selected in the previous agreements, actions similar to the previous ones but does not commit to quantitative targets.

## And now? What future for gender equality?

On 1 March 2019, *Banking* published the overall score for the gender equality index on its website. With a score of 94/100, management considers it is among the highest performing companies in this area. This tool was presented to employees and employee representatives and is, according to management, “a communication tool”. The trade union leader remarked that “the index is of little importance. It is simply a regulation”. He emphasized, however, the importance of the label, which is based on a voluntary approach and allows for a broader audit than the index.

With regard to collective bargaining on gender equality, HRM recalled that this makes mandatory to engage in dialogue with the employee representatives on the subject. He emphasized, however, that the latter are not the driving force in this area. HRM expressed interest in the unilateral measures that allow management to give impetus and act more quickly than it can in the negotiations.

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73 Such gaps were found following a systematic examination of the individual situations that revealed remuneration that was over 10 per cent lower than the average found per classification and seniority bracket.



## ► Induco 1

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*Induco 1*<sup>74</sup> belongs to the non-food wholesale sector and therefore has a mainly service-oriented activity. It is part of a large group that includes industrial production sites.<sup>75</sup>

### Context-specific development of the company

The company's position in the competitive and fluctuating market for so-called "second necessity" goods<sup>76</sup> encourages it to constantly improve its performance, keep up with changes in the business and develop a human resources policy to attract and retain its employees.

To this end, the company has developed a well-being culture through actions aimed at improving QWL and ensuring a balance between private and professional life. Its nomination as a "company where working is a pleasure" is significant in this regard. A work-life committee is responsible for organizing events and offering various leisure activities to employees. In addition, there are no fixed working hours, allowing employees to organize their day. The company has also established a culture of capitalizing on skills, through recruitment, training and promotion policies. The recruitment policy largely encourages employees' internal mobility (60 per cent of positions offered are filled internally). The company relies on innovative recruitment which, in addition to qualifications, assesses candidates' soft skills and attitude through a series of evaluations. In the same vein, it offers a broad training programme (e-learning, training on attitudes and management) to create career opportunities. Training on identifying potential, and national and international leadership programmes are designed to prepare its future leaders. Lastly, it promotes career changes through schemes offering individuals a short period of experience in another position of interest.

The company is in the [300-999] employee bracket, with women accounting for 45 per cent of its workforce. The workforce is divided between marketing, sales, retail and support functions (finance, human resources, information technology and logistics). According to HRM, the retail sector is experiencing recruitment challenges for the positions of department supervisor and store manager. It maintains that this is due to the profiles required by recruiters and the particularities of store work.

### What about gender equality?

The data available to us shows that, while the representation of women and men in the workforce is almost equal, women occupy only 35 per cent of managerial positions. Women are also under-represented in trade positions. The only information available on remuneration highlights that women earn slightly less than men among executives but, conversely, their pay is higher among employees.

The interviews provide clarification on the low number of women in management. According to HRM, this is due to the lack of applications from women. With regard to store work in particular, the male-dominated activity of the company coupled with the demands of a sales position (late working hours and weekend work) dissuades women

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<sup>74</sup> This monograph was built on the basis of interviews with a representative of management and a trade union delegate. It is also based on some statistics derived from generation contract audits (2013 and 2016), the 2017 social audit and company agreements promoting gender equality made available to us.

<sup>75</sup> We have not specified the branch collective agreement to ensure anonymity.

<sup>76</sup> Compared to basic necessities, such as energy subscriptions, books and most food products.

from applying for these positions. To mitigate this, the company has decided to recruit many more women in sales and marketing. With appropriate support, they could then move on to managerial functions. According to HRM, small changes can be observed in certain stores. However, it considers it important to allow genuine female leadership “and not to have women who reproduce the male management model”. HRM affirmed that there is perfect equality between men and women in terms of remuneration, and that this is guaranteed by cross-checking two criteria. The first is the positioning of the company in relation to the market, with its almost 20-year participation in the Mercer system.<sup>77</sup> The second is the positioning in relation to the individual, that is salary development according to seniority, experience and individual performance. That said, the few pay gaps that exist are linked either to performance or to the low numbers of women in certain posts.

## The dynamics of collective bargaining on gender equality

According to HRM, the subject of gender equality has always been addressed through the prism of recruitment, diversity and monitoring of internal mobility for women, both at group and local level. For the trade union leader, the commitment to gender equality negotiations in 2013 was therefore a mere formalization of existing practices, “it was putting down in black and white what already existed”. Similarly, the legal obligation did not play a major role because, he noted, “the company did not wait for a law to put things in place”.<sup>78</sup>

The first agreement to include points on gender equality is the collective agreement on the generation contract and gender equality in employment in 2013. It was followed in 2016 by an agreement on the generation contract, gender equality and QWL. The company thereby regrouped negotiations on gender equality and the generation contract, which is not provided for by the texts. This approach can only be explained by time or organizational constraints (difficulty in mobilizing stakeholders for example).

The first agreement was signed in 2013 by two of the three union organizations invited to the negotiations and covered a three-year period. The second agreement was signed in 2016 by one trade union organization invited to the negotiation. It is in force for a five-year period. The HRM we interviewed was involved in both negotiations, while the trade union leader only participated in the 2016 negotiation.

The preamble of the 2013 agreement refers to a 2012 action plan on professional equality.<sup>79</sup> This is not a unilateral action plan but one attached to the report comparing the situation of women and men. The agreement includes both provisions on the integration of young and older persons, and on gender equality. It sets out commitments on the former but very few concrete measures on gender equality.

The section on gender equality is based on data from the comparative situation report, a very short extract of which is included in the document. The agreement states that gender equality is generally respected. However, it refers to an imbalance between women and men in the trade career paths and managerial positions. It attributes this to the job constraints (physical constraints and working time). According to the diagnostic study, the relevant levers for action should belong to the areas of “recruitment”, “training”,

77 This is a remuneration benchmark system, with a corridor between the lowest and highest and a mean of between 80 and 120 per cent. The company ensures that no employee is paid less than 80 per cent of the mean, or else a “wage catch-up” budget is envisaged.

78 It did not, however, have any agreement relating to gender equality prior to this date and thus did not conform with the legal obligation.

79 “The parties wish to incorporate the provisions promoting equality between men and women into the present agreement. These provisions had been subject to discussion with the social partners in 2012 and had led to an action plan.”

“promotion” and “work-life balance”. By selecting these four areas, the negotiators seem to be making a choice that is consistent with the problems identified. Overall, the proposed actions on the first three areas are not very specific or ambitious. They are mainly aimed at ensuring equal access to training, promotion and equal pay but do not specify the means to achieve this. Indicators are defined but no quantitative progress targets are really set. While the area of “work-life balance” includes several concrete “provision” type measures, no progress targets are set and no monitoring indicators are defined for these actions. For example, a telework system allows employees who wish to work from home to do so on an ad hoc basis and equips them with a computer and a mobile phone. An annual evaluation report should be drawn up and presented to the company’s committee.

The 2016 agreement is identical to the 2013 agreement. Its preamble essentially reproduces the 2013 preamble (simply deleting the reference to the 2012 action plan). Similarly, its purpose is described in the same terms as the 2013 agreement. The agreement is based on data from the social audit and the 2016 report comparing the situation of women and men.<sup>80</sup> It does not review the previous agreement, however, and reproduces, without prior analysis of the current imbalances, the same areas as the 2013 agreement. Thus, we can consider that the company’s approach in 2016 was less ambitious than in 2013 or that those involved were less motivated by the issue of gender equality.

## And now? What future for gender equality?

At the time of the interviews, Induco 1 was not concerned with the publication of the Gender equality index and since then we have not been able to gather this information. More generally, management seems to want to combat stereotypes and promote gender equality in the future, by taking action to diversify recruitment sources and raising managers’ awareness so that they lean towards a recruitment process that is as objective as possible.

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80 The extracts of which are contained in the annex to the agreement.

## ► Induco 2

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This company<sup>81</sup> belongs to the industry sector and is engaged in wholesale activities. Its collective agreement is the agreement of the metalworking industry. It is part of a large group. It has four sites in France, including the headquarters, which are located in the Eurometropolis of Strasbourg.

### Context-specific development of the company

The company went through a difficult phase in the early 2000s with many restructuring programmes and redundancies. The current context is much more favourable, with a stabilization of the workforce and regular activity growth.

The company's workforce is in the [300-999] employee bracket, with a majority of men (about two-thirds). The workforce is divided into multiple occupations, from purchasers to service agents and even robot operators. Executives account for nearly 40 per cent of all occupational categories. Full-time, permanent contracts are the norm with 96 per cent permanent contracts and 10 per cent part-time. There is a strong trade union presence in the company, with four union organizations. One union has a large majority within the company, with strong representation at headquarters. Our interviewees reported a high level of social dialogue, a point that is particularly emphasized by the union leader who describes the social dialogue as "constructive". This did not stop HRM from emphasizing that "discussions are sometimes routine" and that it may be more effective to move forward on certain subjects outside the scope of collective bargaining.

### What about gender equality?

The document<sup>82</sup> that was communicated to us contains much detailed data and systematically includes an observation and analysis of the gaps. It highlights the imbalances in terms of occupations, with some jobs held mainly by women (for example, human resources) and others held mainly by men (such as consignment jobs). Recruitment concerns mainly executives and, among them, a large majority of men. Regarding lifelong vocational training, women and men receive almost the same average number of hours of training, with some differences according to occupational category.<sup>83</sup> Overall, women have more access to skills-building training and men to job adaptation training. In terms of classifications, women and men are represented at the lower classification levels, where most employees are placed. The same is true at executive level, except for the highest classification level, where women are totally absent. With respect to pay, the average for men is equal to that for women. The balance is almost perfect in the manual worker and technical (ETAM) categories. In contrast, there is a notable gap among executives, with only one woman among the ten highest earners.

The interviews supplement this factual information and clarify a certain number of points. With regard to recruitment, the trade union delegate insisted on the existence of good practices, "human resources always select a male and a female candidate for the same position. There is total transparency in the recruitment process". HRM pointed out the

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81 We met firstly with two management representatives and secondly with trade union delegates. We had access to agreements on equality and the comparative situation report.

82 2018 comparative situation report regarding men and women.

83 The average number of hours of training is higher for men among workers, while the opposite is true in the ETAM category (employees, technicians, supervisors).

behavioural differences between women and men, “Women are less demanding in terms of salary at the recruitment stage and in terms of promotion and salary progression”. Our two interviewees underscored the pronounced inequalities existing in senior management, “We can see two major problems: they are mainly men, and that is where we see the biggest pay gaps”, highlighted a trade union delegate. HRM confirmed this, “The problem lies with the senior positions of responsibility: they are less popular and occupied less by women. But what came first, the chicken or the egg?” He evoked, in this regard, a think tank comprising women from the company, organized by the company. It is designed to highlight innovative projects on the issue and to remove the obstacles to women’s access to the highest functions.

The issue of reducing the pay gap is hence addressed during the mandatory annual negotiations. HRM stated that an exercise to identify salary differences is carried out on an annual basis, “If a particular concern is detected and validated by human resources, adjustments are made via a dedicated budget. Sometimes, men’s salaries are adjusted”. In 2018, around 15 people had their salaries readjusted in this way. HRM insisted that nothing is automatic, “We only release a dedicated envelope if we identify a problem”. To this end, a diagnostic study is a key element, “It is conducted through data, but also and above all through meetings, discussions and the employee representative bodies”.

## The dynamics of collective bargaining on gender equality

Gender equality has been a concern for the company since the mid-1980s, well before the introduction of specific negotiations on equality in companies through the “Génisson” Act of 2001.<sup>84</sup> The trade union leader, who was already in office at that time, explained that, since 1985, the trade unions have been making demands concerning the issue of gender equality during the mandatory annual negotiations. “There was a constructive dialogue with the company, but it was also reluctant to put the actions defined in writing”. A first agreement formalizing the practices was finally signed in 2007, and a diversity charter was adopted the same year. The role of the legal incentive introduced in 2012, therefore, “has been relative” according to HRM. However, the union leader insisted on the contribution of the legal obligation, “When it is mandatory, it goes further. The law has made it possible to make progress in equality”. He also underscored the commitment and interest of the trade unions in this issue, “There is a clear wish to improve the quality of life of employees through this area of action but also to act on an undeniable contemporary issue”. He maintained that the trade unions have several tools at their disposal to act, including training and the comparative situation report.

Training is mainly conducted by the confederations. Our interviewee has himself taken several training courses on gender equality and commented, “How can we be competent if we don’t know the subject?” He also relies on an auditing firm for the analysis of the report. With regard to the negotiation process, our two interviewees agreed on its consensual and constructive nature. While the draft text is presented by management, the union leader insisted that “both parties make proposals and that areas are chosen following discussion”. HRM confirmed this statement, “There is a consensus after sometimes lengthy discussions. The main items for discussion are access for women to senior positions and training”. However, it pointed out that “some issues have been raised by the social partners. But on the whole, the discussions are routine and there has been little progress over time”. The union leader also indicated the essential role of the equal opportunities

84 Act No. 2001-397 of 9 May 2001 on equality between men and women in employment.

committee for women and men which monitors the implementation of the agreement every year and devotes in-depth reflection to the issue.

The agreements we saw cover more than a decade. A first agreement, covering one year, was signed in 2007 (before negotiations were mandatory). This agreement refers to the 2006 legal framework<sup>85</sup> and more generally to laws on gender equality. Two other agreements, each covering three years, were signed in 2012 and in 2017. The company was covered by action plans in 2015 and 2016 following the failure of negotiations. The trade unions refused to sign because the agreements did not include, according to the trade union leader, “the specific actions we expected”.<sup>86</sup> In fact, although they wanted to give priority to action on salaries, human resources had instead chosen to focus on maternity (return from leave, telework, options for taking leave). It should be noted that the company was not covered by a text on gender equality between 2008 and 2012.

The preamble of the 2007 agreement refers to the predominantly industrial nature of the company, with many traditionally male-dominated jobs “given their technical aspects in the metalworking sector”. It also recalls that the gender equality situation is generally satisfactory<sup>87</sup> “despite the lack of women in certain posts”. In order to reduce this imbalance, the agreement sets out proposals in five areas: “recruitment”, “remuneration”, “promotion”, “training” and “work-life balance”. It mainly provides for the identification of gender inequalities (“diagnostic” type actions) and specifies indicators to achieve this. The parties also undertake to take measures to redress any gaps observed, but do not detail them. The agreement also recommends a number of actions setting out new rights for employees, mainly during maternity/adoption or parental leave. The monitoring procedure appears to be quite rigorous and eight hours for official duties per year are provided for non-elected members of the equal opportunities committees. This agreement thus seems relatively innovative for the time, even if it does not set forth any great ambitions. The 2012 agreement is similar to that of 2007. It retains the same areas as those defined previously, proposes the same actions and some more concrete measures. The parties do not commit to progress targets.

The 2017 agreement breaks away from the previous ones, in that it is more ambitious and better structured. It draws heavily on the initiatives resulting from the workshop on gender equality<sup>88</sup> to propose new levers for action. The first section of the agreement therefore proposes actions aimed at changing “male” behaviour that would constitute an obstacle to women’s participation “in the highest positions in the company, and in the highest paid positions in the establishment”. These are mainly actions for communication and supporting employees. While no progress targets have been set, the agreement includes some indicators to evaluate women’s access to promotion. In addition, it highlights an approach for designing an equality policy, from the analysis of inequalities to the identification of levers for action and the implementation of initiatives.

## And now? What future for gender equality?

In general, the company’s policy for gender equality (areas of action retained and actions proposed) is in line with the branch policy. The latter emphasizes the need to raise awareness of equality among the various stakeholders, to support women’s career development and their access to traditionally male-dominated jobs, and to promote a work-life balance by supporting employees during family leave. In future negotiations,

<sup>85</sup> The Act of 23 March 2006 on gender equality in employment.

<sup>86</sup> As its organization, the CFDT, is the overwhelming majority, it is the CFDT that decides on whether or not to sign the agreement.

<sup>87</sup> By referring to the 2005 report on gender equality in employment.

<sup>88</sup> Which are recalled in the agreement.

the company could draw on the contributions of the 2014 branch agreement and the guidance of the Prospective Observatory of Occupations and Skills cited therein. The new actions proposed, and the initiatives promoted fall under a common policy aimed at changing “behaviours” or “attitudes that facilitate the integration of women”. On the other hand, the branch agreement encourages the implementation of corrective actions, which are lacking in the company's 2017 agreement.

The Gender equality index had not been published at the time of our interviews.<sup>89</sup> During the interviews, HRM stated that a simulation had been carried out and that the results should be satisfactory, “Certain areas have already been monitored for ten years”. The trade union leader revealed that “the first results were presented to the elected representatives, and that the score should be around 80 points”. According to him, the index is a “good tool” and HRM “has got to the bottom of things”. He stated that the trade unions pay attention to the results of this new tool, particularly for the renegotiation of the agreement. However, he insisted on the fact that “neither this tool nor its publication on the company's website brings anything to social dialogue”. Furthermore, he regretted that some elected representatives are duped. “Some companies publish a score of 100 and it's not true! Elected representatives should check, particularly by comparing the index figures with those in the comparative situation report...When you publish a figure, you have to know what is behind it.”

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89 The index with a score of 93/100 has since been published.

## ► Salvage

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*Salvage*<sup>90</sup> carries out industrial and commercial activities in the area of waste sorting. It is covered by the national collective agreement for the salvage trade and industry, and belongs to a family group, gathered under an ESU. This group is made up of about 20 establishments in East France and Germany.

### Context-specific development of the company

The main activity of Salvage, whose workforce is in the [50-300] employee bracket, is waste sorting and recovery. For the past eight years, the company has experienced a real development dynamic. This is especially seen in the steady increase in employee numbers (there were fewer than 200 in 2011) and the regular use of temporary staff to deal with increases in activity. Deeply rooted in the community, Salvage works closely with companies, government agencies and local communities.

As an innovative company, it continues to develop its expertise by investing in new equipment and scrupulously monitoring the impact of its activities on the environment. The company aims, for example, to be near to the rubbish deposit points to prevent the salvage trucks from having to travel many kilometres.

The main establishment, located in the Eurometropolis of Strasbourg, is the company's head office, where all the support functions or office jobs (sales, accounting and human resources) are carried out. The other establishments are organized around three main occupations: salvage agent (manual worker), machine operator and heavy vehicle driver.

The HRM interviewee referred to a very good social climate and employees' loyalty to the company. While there are trade union delegates and employee representative bodies, informal exchanges directly between employees and employer are commonplace in this company, which considers itself "paternalistic". There is also very little turnover, despite the fact that the work is hard and exposes the workers to a good deal of arduous work. HRM provided the example of a salvage agent who would soon celebrate 50 years with the company.

Lastly, in order to prevent arduous work and facilitate access to positions for all, the company has made many adjustments to improve working conditions. The frequency of breaks after two and a half hours of sorting has increased, changes have been made to make workstations more ergonomic and working hours have been adjusted. In this respect, HRM also sees this as a way to promote a balance between private and professional life. A person working in production may request, for example, for personal or family reasons, to work only in the morning or only in the afternoon. All requests are considered by HRM and the line manager "who undertake to give a positive reply, where possible in practice".

### What about gender equality?

The number of women in the company is low, since they represent only 16 per cent of permanent employees. Two-thirds of employees are in support functions and one-third in production. As a result, for many years there were no women working in the core business. Today, *Salvage* employs 11 women in this type of position, which corresponds

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<sup>90</sup> This monograph is built on the basis of the agreement on gender equality made available to us and an interview with a representative of the company management.



to 5 per cent of the workforce.<sup>91</sup> While it welcomes this development, the company would like to go further by enhancing gender diversity, particularly in positions where there are no women, such as heavy vehicle drivers. According to our interviewee, gender diversity would be a source of synergy, social balance and economic efficiency.

“When women take on new roles or join new teams, they open up new discussions and naturally challenge years of established practices.” Gender diversity also changes management and work relations. “It’s not about stereotyping the natural qualities of either sex”, said HRM, “but women are more precise; they have a special ability to think ‘collectively’ in all aspects of their work, and a calmer state of mind...These qualities are essential in work in the sorting booth where workers face major difficulties”.

However, it is very difficult for Salvage to recruit women. Three main reasons were put forward by HRM. Firstly, these jobs involve many physical constraints, in particular the carrying of heavy loads, shift work (from 6 a.m. to 1 p.m. and from 1 p.m. to 9 p.m.) and repetitive tasks. The second reason is the work environment. Sorters are exposed to used and sometimes dangerous materials (for example, syringes). They may also be confronted with the presence of rodents, which is a major deterrent to potential candidates. Lastly, there are also constraints related to the integration of a woman in a predominantly male environment, including the fear of dealing with inappropriate remarks on a daily basis.

To combat this situation, the company has a proactive policy on recruitment but also offers a working environment that is conducive to women’s development and advancement.

Firstly, the company will seek to attract applicants by combating stereotypes around the image of the recycling sector, for example by highlighting its role as an actor in the circular economy and its environmental commitment. It will also set up agreements with recruitment service providers to establish a protocol based on applicants’ skills and qualifications, regardless of gender, with the aim of having as many female as male applicants. HRM explained, “for equivalent skills and qualifications, priority will be given to a female applicant”.

“Given that real gender diversity in occupations implies that women have the same career path as men and the same career development opportunities”, the same criteria for identifying the potential of existing staff are used for women and men.

Our interviewee explained that these criteria do not take into account the age or seniority of employees in the company so as not to penalize women who have taken maternity or parental leave. They are based exclusively on skills and performance. For example, “working part-time is not an obstacle to promotion to a senior position,” he said. HRM gave the example of the career path of a young woman who worked as a sorting agent and became a booth manager. Very well integrated in the team, she supervises her former colleagues who are all men who have been with the company for a long time and who accept her authority.

Aside from these gender diversity-related issues, our interviewee did not identify any other difficulties linked to gender equality. With regard to remuneration, the company follows relatively well constructed salary scales defined by the collective agreement. For the same job, the basic salary is the same but there are variations based on the possibility for individuals to work overtime at weekends and the payment of certain bonuses (dirty work, flexibility). Our interviewee specified that most women refuse these timetables and that this generates salary differences. Hence, out of 100, women received 86 in 2017 (14 per cent less) and 92 in 2018 (8 per cent less), while men received 114 and 108 respectively.

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91 80 per cent of the branch’s employees are men.

## Dynamics of collective bargaining on gender equality

Until 2017, the company's unions showed no interest in this subject because of the lack of gender diversity in the teams and refused to engage in negotiations on this theme. The company was at that time covered by its branch agreement.<sup>92</sup>

In 2019, encouraged by a newly elected woman union delegate, HRM decided to make this theme of negotiation mandatory for the trade unions. The grounds of this decision concerned the strengthening of legal obligations through the introduction of the index but also the unacceptable persistence of certain unequal practices in the company. Indeed, an old practice<sup>93</sup> had instituted salary maintenance during paternity leave, and not during maternity leave,<sup>94</sup> at a time when there were no women of childbearing age in the company.

Based on the results of the comparative situation report and the index<sup>95</sup> indicators, the negotiations required three working meetings. This union delegate played an active role, trained on this theme with her union and suggested proposals, while the two others were passive. An agreement was signed for a three-year period by management and the three trade unions invited to the negotiating table.

Concrete actions in favor of gender equality are divided into four areas: "recruitment", "remuneration", "training" and "work-life balance". HRM considered that it is mainly a matter of formalizing existing practices and adjusting those practices identified as unequal. Nevertheless, a study of the text reveals "provision" type actions (possibilities or opportunities provided to employees) in addition to ambitious progress targets and specific monitoring indicators. There are both renewed actions and innovative actions, in line with the diagnostic study.

Thus, in the area of "work-life balance", there are several "provision" type measures. For example, the rights of women and men concerning the terms of remuneration for parental leave have been improved. Management also ensures that all requests for flexible working hours or part-time telework are considered. The objective is to ensure that 25 per cent of requests for flexible working hours are granted during the period covered by the agreement. Another example is that evening or early morning meetings should be avoided as much as possible or at least planned well in advance.

In the area of "remuneration", there are also "provision" type actions aimed at identifying and remedying gender-related gaps. The parties note that differences in total gross salaries not justified by objective criteria (linked to age, seniority, skills or function) may still exist between women and men. Therefore, when a pay gap is observed in a comparable situation, it must be examined in order to understand the reasons for it. If there is no rationale for the above factors, specific corrective action must be taken. The target is to guarantee that for the same level of responsibility, training, vocational experience and skills, 100 per cent of women receive the same pay as men by 2022.

In the area of "training", the parties emphasize that lifelong vocational education and skills development are part of the principle of gender equality. To date, the rate of access to training for women is half of what it is for men. For this reason, they are committed to achieving a comparable rate of access to training for women and men and have set a target of 25 per cent for access to training for all.

92 This possibility is open to companies of fewer than 300 employees.

93 A "constant, general and fixed" practice of employers, which the latter must denounce if they want to put an end to it.

94 There is no legal text obliging the employer to maintain the employee's pay during her maternity leave. Only the collective agreement applicable to the company or a practice can bind him or her according to variable terms and conditions.

95 The results are inserted into the body of the agreement, linked to each area.

The application of the agreement and the follow-up to the defined indicators will be included in the annual report. Management will present this report to the staff representative bodies during the first half of the following year. The agreement also provides that “the representatives may contribute to refining the company's diagnostic study and proposing measures towards the reduction of any discrepancies observed”. The company is committed to responding to these proposals.

“Given that respect for gender equality and equal pay also involves a change in mentalities”, the content of the agreement, the objectives and resources put in place will be presented to employees by means of a note attached to pay slips and drafted by HRM.

## Now what? What future for gender equality?

This is the first agreement on gender equality in this company. HRM is pleased with it because “it represents a real opportunity for dialogue and dynamism”. The company is committed to ambitious objectives and has set up a specific follow-up process to that end. Our interviewee hoped that its social and economic impact will prove positive.

The Gender equality index, which has been mandatory in these companies since September 2019, was calculated concomitantly and the company scored 85/100. The results were published on the website.

When asked about the calculation of the index, HRM considered that adjustments should have been made for companies with fewer than 300 employees. He believed that the tool in its current form is not at all adapted to small and medium-sized enterprises, in particular those with mainly men. He referred, for example, to the thresholds to be reached for each indicator or the inclusion of overtime when calculating pay.

Regarding the role of the index, HRM stated that the social partners do not understand its value. For them, it is sufficient to negotiate an agreement. However, as they did not have much perspective on this issue, it at least enabled them to consider certain points, such as the proportion of women in senior positions and on the career paths most likely to allow them to access these positions. The company in fact has only 30 per cent of women executives and the index score shows that two women were among the ten highest earners in 2018. Further to this, the parties agree that the efforts already made should be continued and set a target of 35 per cent of women senior executives or managers by 2022.

## ► Private Health 1

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*Private Health 1*<sup>96</sup> is a company belonging to the health sector. It comprises two bodies: the main office and the production site. It is part of a large group and is attached to several collective agreements.<sup>97</sup>

### Context-specific development of the company

*Private Health 1* is a dynamic company that has grown significantly in the past 20 years. The workforce, which is in the [1,000-4,999] employee bracket, is spread over production, marketing, research and export functions. The categories of clerical workers (salaried employees), supervisors and managers have the same number of employees. The company is currently operating against a background of strong competition which is leading to downward pressure on prices. It is also up against a race for innovation in the type of products it manufactures. To meet these major challenges, *Private Health 1* has chosen to expand its jobs and skills and adapt its work organization. To this end, it has engaged in negotiations on job management and career paths<sup>98</sup> “to provide better visibility of career changes, jobs and skills among employees, and support their professional development”. In addition, it has initiated a broad reorganization, including both a substantial investment plan but also job cuts. This starting point is causing concern among employees and their representatives, and for the trade union leader, it is “not insignificant, especially for those who are going to stay”.

### What about gender equality?

The question of gender equality is a long-standing concern for the company. It was first addressed from the perspective of non-discrimination, then from that of diversity in the early 2000s, “the message is more positive: we will value the richness of diversity rather than taking a defensive approach”, our human resources interviewees stated. The data gathered during the interviews show a balanced representation of women and men. In fact, with 51 per cent women in the company and 57 per cent of those in management positions, our human resources interviewees were proud of a “parity that safeguards equity”. However, a distinction should be made between the situation at the main office, where more than 70 per cent of employees are women, and the production site, where the majority are men (56 per cent). Similarly, the majority of senior executives in the production plant are men. Nonetheless, this relatively balanced distribution is rarely found in the industrial sector. This is a historic phenomenon, according to management, which demonstrated this by sharing successive comparative situation reports. It stems from, firstly, the company’s drive to encourage gender diversity and, secondly, the high proportion of women on the training paths for a number of the company’s occupations. However, our interviewees indicated that most engineers are men, and emphasized that engineering school students were predominantly men. Recruitment at this level is difficult, “we are very much affected by the way in which the training is sourced”.

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<sup>96</sup> We met with two management representatives and a trade union leader. They provided the successive agreements to promote gender equality but no data on the situation of the company.

<sup>97</sup> We have not specified the branch collective agreement to ensure anonymity.

<sup>98</sup> Which led to an agreement on job management and career paths, and on job diversity in October 2019, i.e., after our interviews in the company.

The company is developing actions and partnerships with universities and grandes écoles (competitive higher education institutions) to attract talent, but the young people who are recruited do not necessarily stay with the company for long, given the potential stress of these occupations. There is no positive discrimination action in favour of female candidates, “we take the best”. There is no or very little recruitment at the level of manufacturing, particularly among machine operators. Currently, it is largely men who hold these positions but there is also a significant number of women. With regard to promotion, human resources stated that “the issue of gender equality is very important”. The trade union leader<sup>99</sup> considered that the company encourages access for women to managerial posts to the detriment of men”.

With respect to work-life balance, HRM reported that this has been a concern deeply rooted in the company’s culture for more than 30 years. *Private Health 1* introduced flexible morning working hours in the early 1990s. It also developed a number of services on the site to make life easier for employees, including a concierge service.<sup>100</sup> Regarding remuneration, human resources stated that “the salary scale is defined and clear, and there is no bias”, and that salary increases take account of individual and collective performance over the long term. They emphasized the difference between explained and unexplained pay gaps. The former are mainly linked to individual performance, diplomas and experience. The latter result from unjustified decisions, sometimes unconscious, which may randomly favour a man or a woman. With regard to identifying gaps to be eliminated, the 2016 agreement<sup>101</sup> specifies that “they correspond to gaps not explained by experience (including experience acquired before joining the company), performance, diplomas or specific circumstances. The agreement stipulates that “this identification requires an in-depth analysis leading to a specific approach to the situations encountered”. To this end, an inventory was drawn up based on the relevant indicators. This diagnostic study, which was established and shared prior to the negotiations, made it possible to identify the unexplained gaps. It was decided, after consultation with the social partners, that only unexplained pay gaps above a given threshold would be corrected. A dedicated budget has been set aside to reduce these gaps. Fewer than ten employees have been affected by this measure to date. “This is very few”, added management, “because *Private Health 1* is very advanced in these common values”.

## Dynamics of collective bargaining on gender equality

Since 2009, management and the trade unions have affirmed their commitment to the principle of gender equality by signing three-year agreements.<sup>102</sup> As permitted by law, QWL was linked in 2016 to the theme of gender equality. The “equality” section of the two texts we studied<sup>103</sup> is almost identical in content and form. However, the QWL section, which includes “work-life balance”, was expanded in 2019, particularly through the introduction of the themes of psychosocial risks, telework and the right to disconnect “at the risk of monopolizing the attention of the social partners”, feared HRM.

HRM reported consensual negotiations and stated that these agreements are part of an ongoing long-standing policy of gender diversity and substantive gender equality.<sup>104</sup> The trade union leader indicated, however, that “we cannot really speak of ‘negotiations’

99 According to the figures in the report available.

100 Which offers usual services (dry cleaning, alterations, shoe repair).

101 Company collective agreement on gender equality and quality of life at work.

102 We had access to the 2016 and 2019 agreements.

103 The 2016 and 2019 agreements.

104 The preambles recall that the agreement partly reproduces the commitments made many years ago, particularly at the Mandatory Annual Negotiations on the basis of the social audits and the comparative situation reports on topics such as gender equality, protection for pregnant women and a balance between private and professional life.

in so far as the proposals are made by management and those of the organizations are often refused". He nonetheless underlined that this managed bargaining has the great merit of putting the subject of gender equality on the table and forcing the social partners to discuss it. The texts do not provide any diagnostic elements and do not mention statistical data comparing the situation of women and men in the company. The parties commit to five areas of action, "recruitment", "training", "working conditions", "promotion" and "remuneration", but do not justify their choice.<sup>105</sup> No progress targets are set or quantified. The intention is clearly to pursue a policy of equality within the company without questioning its relevance or ways to develop it. For example, the agreements set out that certain jobs are female or male-dominated (without specifying which ones), but do not commit to reducing the imbalances in terms of employment. The company simply commits to ensuring the impartiality of the recruitment process. To this end, the texts propose two actions, one under "awareness-raising", the other under "formalization". In the absence of more information or analysis of these imbalances (why are certain jobs gendered?), it is difficult to assess the relevance of the action and its aim. In general, most of the proposed actions concern rights associated with parental leave.<sup>106</sup> The agreements propose several "provision" type actions, some of which existed before the agreement or were included in another agreement. For example, provisions on leave for sick children are also negotiated in the agreement on working hours. The area with the most actions is that of remuneration. In particular, the parties are committed to correcting unexplained pay gaps. After retaining the 5 per cent threshold in 2013, then 3 per cent in 2016, the parties commit to "avoiding the emergence of unexplained pay gaps" in the 2019 agreement. To this end, the agreement stipulates that "management will ensure that no such gaps<sup>107</sup> arise during events affecting the salaries of female employees (annual increase, change of position, promotion)". In the 2019 agreement, the negotiating parties nevertheless set objectives relating to the gender equality index. After having obtained the highest score (100/100)<sup>108</sup> on 1 March 2019, management undertook to never fall below 92/100 for the period of the agreement. Lastly, although the agreement does not contain monitoring indicators, an annual monitoring committee has been set up. It evaluates employees' interest in the measures through their testimonies. This work, according to HRM, contributes to updating future agreements.

## What now? What future for gender equality?

According to our human resources interviewees, the index truly enables companies to "measure where they are in terms of gender equality". They were pleased with the excellent score "which shows that the equal treatment policy, which has always been there, is bearing fruit". They added "that the agreements are the levers that enabled us to achieve the very good results on the index". The union leader has a more nuanced view. While he recognized that the score is excellent, he emphasized that the inequalities have not disappeared. He would also like to see an index for each site, which would reveal existing disparities. HRM questioned the multiplication of tools in the area of equality, "social auditing, comparative situation report, index, three-year agreement... this profusion can lead to confusion and changes the role of those involved". He highlighted, however, that the index would be a reference tool for *Private Health 1* and that the company could only

<sup>105</sup> But this was perhaps done in the previous agreements to which we did not have access.

<sup>106</sup> This is the case, for example, of all the actions that fall under the area of "protection" (interview before and after maternity or parental leave), of most of the actions under the area of "equality" (guaranteed salary rise, continued payment of salary) and of many measures under the area of "work-life balance" (from flexible hours on the days school starts back to continue salary payment within the framework of family care leave).

<sup>107</sup> That is, unexplained gaps.

<sup>108</sup> Management published a short guide on the gender equality index. It was distributed among the elected representatives and the employees and is accessible on the company's web page. It presents the principle of the index, details the results obtained per indicator and comments on them. It also indicates the overall score.

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The case of ten companies in the Eurometropolis of Strasbourg

take corrective action if it noted shortcomings relating to the targets set at the global level and per indicator. This would likely change the stakeholders' scope for negotiation on the subject of gender equality, all the more so since the issue of QWL is drawing increased attention in the company.

## ► Private Health 2

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This company<sup>109</sup> belongs to the non-profit private hospital sector. It comprises several establishments and is part of a large group. Its collective agreement is that pertaining to the *Fédération des Établissements Hospitaliers et d'Aide à la Personne privés non lucratifs* (FEHAP).

### Context-specific development of the company

*Private Health 2* is evolving in a local context marked by major restructuring in the private hospital sector. This situation has generated tensions and heightened competition among the various clinics, leading to outbidding on salaries (mainly for nurses and doctors) that the company has neither the will nor the capacity to follow.

This context forces it to develop innovative activities and care approaches (telemedicine or home hospitalization, for example). It has also led it to accelerate the modernization of its technical capabilities and its investments in information technology.

The company is in the [1,000-4,999] employee bracket with a predominantly female workforce (approximately 86 per cent). The workforce is divided between care professions, which represent more than 70 per cent of the total workforce, and support functions. Full-time permanent contracts are the norm with 94 per cent permanent contracts and 70 per cent full-time. The company allocates a significant budget to vocational training (3.2 per cent of the total gross payroll), which is a sizeable investment for it. This rate is higher than the legal requirement of 1 per cent for companies of this size. It also invests in improving QWL, which for HRM is an important lever for managing employees, "It is an exchange for the lack of means to increase salaries, reduce working hours or strengthen the workforce". He considered that it also makes it possible to have "a fairly well controlled turnover" (around 10 per cent), as "the women, who are the vast majority in the company, prioritize QWL and the atmosphere at work rather than seeking better pay conditions outside the company".

However, the company is facing acute recruitment challenges, mainly for nurses and nursing assistants. "There is a real shortage of applicants, which we haven't seen since 2012", claimed both HRM and the union leader, which they considered is due to the physical and psychological burdens of these occupations, the level of salaries ("we are not very attractive in terms of remuneration", underlined HRM) and a deterioration in the image of these occupations "conveyed by the media". To mitigate these challenges, the company invests in QWL. It also tries to attract rare skills (nurse anesthetists, for example) by paying a bonus in instalments over a year. There is also a co-option system with a bonus for employees who bring someone they know into the company.

### What about gender equality?

An analysis of the available documents reveals several imbalances in gender equality. First, over 86 per cent of jobs are held by women. The proportion of men has risen very slightly, at less than 1 per cent between 2012 and 2018. Women are over-represented in certain socio-professional categories, such as paramedics and employees, but under-represented among doctors and in support functions. In addition, the average number of hours of

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<sup>109</sup> We met with a management representative and a trade union leader. They provided the successive equality agreements, several social audits and the 2012 comparative situation report.



training for male doctors or non-medical executives is double that for women. Lastly, there was a very large average gender pay gap in the non-medical executive category in 2012, the only category with pay inequalities. The available data do not enable us to determine either the origin or the development of these. However, the 2018 social report reveals that the ten highest salaries are higher for men. An over-representation of men in the highest ranks could explain the pay gaps noted.

The interviews add to the factual elements and provide clarification on a certain number of points. With regard to career development, the trade union leader highlighted the foreseeable changes concerning access to service manager functions. At present, those carrying out these functions must be nursing staff. Most of them are women who reach these positions by internal promotion through the management school. In the future, the function will be performed by managers recruited externally from the pool of management schools. This change will have a two-fold impact. First, there will be more men in management, given the profile of graduates from these schools and, second, social dialogue will be transformed, with the management approach replacing the business approach. With regard to training expectations, HRM said that differences between men and women could be noted, "Men want access to training with a view to vertical progression, such as taking on more responsibilities. Women are more interested in training that leads to horizontal progression, such as a broader skills base in their occupation". In terms of pay, HRM stated that "there is no difference between men and women". It considered that there cannot be any difference given the company's strict application of the collective agreement. In addition, it uses a classic classification system according to which each job has a coefficient which, when multiplied by the point value, determines the salary.

## Dynamics of collective bargaining on gender equality

Negotiations on gender equality are "not a subject that mobilizes the masses" for HRM. And the difficulty in drawing up an agreement is due, according to the union leader, to the fact that the workforce is comprised predominantly of women, "we tell ourselves that there are many women so there are no concerns". The commitment to this negotiation in 2012 was thus essentially motivated by the need to comply with the legal obligation.

Since 2012, the company has been successively covered by an agreement on gender equality followed by one on QWL. The latter covers, in a single text, the theme of gender equality and of improving the balance between private and professional life, the tools to achieve that, QWL in the context of meetings for direct and collective expression, the prevention of arduous work, the prevention of psychosocial risks and the employment of workers with disabilities.

The first agreement, signed in 2012, covered a period of three years and the second, which is in force, five years. The 2012 agreement was signed by three of the four trade unions invited to the negotiating table and the QWL agreement by all the social partners. Our two interviewees were involved in both negotiations.

The preamble of the 2012 agreement refers to a diagnostic study based on the report comparing the situation of women and men in the company. However, the report does not present any analysis of the existing imbalances in the company, which would explain the areas of action and actions retained in the agreement. The preamble is not very developed. It refers to the legal constraints, which implies knowledge of the texts. The stated aim is to "change people's minds about prejudices and stereotypes", which no doubt explains the preponderance of equality awareness actions. The negotiating parties have retained three areas: "recruitment", "career development" and "work-life balance". This choice seems appropriate, as it is consistent with the company's activity

and concerns, particularly recruitment. It should be noted that the area of remuneration is not addressed, which means that the agreement does not comply with legal obligations. This choice may be due to the wage determination method (agreement). In general, the agreement lacks concrete actions creating incentives, aiming at changing behaviours or providing new opportunities to employees (“incentive” or “provision” type actions). Most of the actions are “awareness-raising” or “formalization” of procedures to ensure equal access to recruitment, promotion and training. Measures to encourage a work-life balance by adopting a system for parental equality are more detailed and specific but unambitious. There is no progress target but the agreement proposes monitoring indicators for most of the actions. The indicators associated with the actions in the area of recruitment seem relevant as they would enable monitoring of the implementation of the actions and to a certain extent the achievement of the targets (although these have not been explicitly set). The other indicators are poorly developed, sometimes inconsistent and unspecific. A monitoring committee is in place.

As for the agreement on QWL, the structure of the text is different since the theme of the negotiations is broader. One section is devoted to defining the role of the actors. Gender equality in employment is dealt with in a specific section, the content of which is almost identical to that of the 2012 agreement. The incorporation of QWL has not “impoverished” the theme of gender equality but has not strengthened it either. The approach remains rigorous. The low aims of the agreements therefore seem to be due more to a lack of time or mobilization of the actors than to a lack of methodology. Further, the QWL agreement defines, in the section on the prevention of arduous work, actions to improve working conditions: providing staff with support in handling and lifting, distributing guidance on “movement and postures” and wellness days, organized for free once a month during working hours. It also offers employees the possibility of consulting a psychologist, with the company paying for up to three sessions. These actions were actively implemented in the company in 2018 and while they are designed for all employees, they have above all benefited nursing staff, and mainly women.

## And now? What future for gender equality?

*Private Health 2* has published the gender equality index on its website in accordance with its obligations. It obtained a score of 83/100, above the red line of 75 set by law. The score is under the “jobs” section without any explanation of the different indicators.

HRM indicated that it was difficult to calculate and that it was the decision concerning the distribution of employees over categories of equivalent positions that posed a problem.<sup>110</sup> The company finally opted for a distribution by level or hierarchical coefficient, in application of the branch classification. It based its decision on FEHAP documents,<sup>111</sup> as this is its federation of reference. It remains to be seen in the future what use will be made of this index and to what extent the company will be content with its relatively good score and will generate a new dynamic to strengthen gender equality in the company. .

<sup>110</sup> Distribution by level or hierarchical factors or distribution among socio-professional categories.

<sup>111</sup> And particularly on a statement of 22 February 2019 regarding the elimination of pay gaps between men and women.

## ► ICT

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*ICT*<sup>112</sup> is the regional branch of a public limited company specialized in the telecommunications sector. This company is part of a large international group that develops multi-service activities for individuals and companies. Its collective agreement is the national collective agreement for telecommunications.

### Context-specific development of the company

Based in Strasbourg, ICT comprises the sales and technical units of Alsace, Lorraine and Bourgogne-Franche-Compte. The company is on a growth path, which is reflected by a consistently high rate of recruitments. Currently, it is in the [+ 5,000] employee bracket, divided into two main job areas: technical occupations (network design, intervention technicians)<sup>113</sup> and customer relations occupations. Permanent contracts are the norm in this company.

The company is facing a global shortage of technicians, which makes it unable to recruit technical staff on a massive scale. For our human resources department interviewees, this shortage is due to the fact that the national education system does not promote these professions, “most young people go into communications, community management, human resources and marketing jobs”. This problem is combined with new technological and socio-economic challenges that influence the substance and future of these professions. This is the case for technical jobs, which, according to our human resources interviewees, are beginning to resemble information technology jobs, “Today, networks are becoming more reliable, there will be fewer interventions and management activities will be performed more by information technology. This will also affect outsourcing, which will be used more for maintenance”. The same applies to customer relations jobs, which are up against customers’ autonomy and increasingly specific requests, “even in the shops, customers know exactly what they want and are already very active in their research and approaches”.

To address these changes, the company is developing an external recruitment policy, targeted at the technical field. Through a revision of its job description, which now emphasizes soft skills (listening skills, empathy, conflict management, etc.), it focuses on innovative recruitment. According to our human resources interviewees, this will enable the company not only to reinvent the content of its jobs, but also to deal with recruitment problems in the technical field. Through opportunities for retraining and career changes, the company also aims to steer customer relations personnel towards the technical field.

In addition to these challenges, the company is facing increasing competition, which is pushing it to adopt a diversification policy. It has therefore adopted a strategy of opening up to other promising markets (banking, cyber security, etc.).

It is also committed to a process of innovation and optimization of its services through the use of new technologies (such as fibre optics and artificial intelligence), while implementing this technology in customer services (virtual assistants). These developments may increase the need for technical or information technology personnel, as noted by the trade union representative in relation to the installation of the fibre optics. Hence, there are still

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<sup>112</sup> This monograph was built on the basis of two interviews: the first with two management representatives and the second with a trade union delegate. A number of documents were provided: the five equality agreements, the social audits and the latest comparative situation report.

<sup>113</sup> It should be noted that a large part of the technical intervention activity is outsourced.

questions as to the company's capacity to integrate these employees once the fibre optics has been installed.

## What about gender equality?

According to the data available to us,<sup>114</sup> women represent 35 per cent of the total workforce. The main inequalities in terms of employment are observed in the technical field, where men are the majority. Despite a steadily increasing proportion of women (women account for 20-22 per cent), our human resources interviewees noted that it remains very low for "really technical" jobs (12-14 per cent). In their view, this is due to the strong presence of stereotypes which dissuade women from moving into these jobs, but also to the different education levels between men and women. Women are "guided more towards secondary school certificates in vocational skills".

There is relative parity in the area of customer relations. Our interviewees noted some differences between store work and call centre work, "It is more difficult for women to work in a store, given the late hours and weekend work".

To remedy these imbalances, the company is focusing on raising awareness in schools. It is developing a whole range of actions and partnerships to involve its employees in schools and vocational forums, with a view to discussing the content of their jobs with young people.

With regard to unequal pay, in the employees category, women are slightly better paid than men. However, in the executive and senior management categories, they are paid slightly less than men.<sup>115</sup> Our human resources interviewees considered that the main factor for these discrepancies is professional experience: women employees are older and have been in the company for longer, while the reverse is true for male executives and senior managers.

In addition, the numbers of women promoted to executive level are falling. For the union representative, the difficulty women have in accessing executive positions is due to the complexity of the grade system within the company. For the human resources interviewees, this difficulty is closely linked to the problem of presenteeism, "When women see their bosses working from 8 a.m. to 9 p.m. they tell themselves that such positions are not made for them".

It also represents a phenomenon of self-censorship among women "who put up a glass ceiling and do not want to move into senior-level jobs". This self-censorship can also be seen in recruitment as female candidates seem reluctant to apply if they do not have all the required skills.

The interview and salary negotiation processes support this observation, "Women don't negotiate too much. They are just happy to be offered the job". Our interviewees, echoed this, "There's a whole story out there that says a woman does a job because she likes it and a man to earn a living". The union representative we interviewed showed us another facet of this problem that affects the end of men's and women's careers. The company realized that, out of a cohort of men and women with the same profile at the start, the men ended their careers at much higher grades than the women. Consequently, this had an impact on their pensions (a 42 per cent gap). To remedy this prejudice faced by women, the company has introduced a series of compensatory measures (such as buying back

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114 2017 comparative situation report.

115 Monthly mean and average remuneration per occupational category and National Collective Agreement of Telecommunications band for public employees and contract agents.

quarters for parental responsibilities and offsetting the employee's pension contributions during parental leave).

Lastly, women have on average nearly four hours fewer than men of training. Our interviewees stated that the reasons for this lie in training in the technical fields, which is harder to set up, given the specific skills and tools or material required.

## Dynamics in collective bargaining on gender equality

The gender equality approach is deeply rooted within the company. It dates back to 2004, when the first collective agreement on this theme was signed. Our human resources interviewees explained that the company has since succeeded in building an entire ecosystem around diversity and equality.

The negotiation process is held at the national level. Over more than ten years, five collective agreements on the theme of gender equality have been concluded (2004, 2007, 2011, 2014 and 2018), all signed by almost all the trade union organizations,<sup>116</sup> demonstrating a relative consensus. In 2010 and again in 2017, amendments to the pre-existing agreements were drawn up so that the ongoing negotiations (prior to the 2011 and 2018 agreements) could continue. In 2010 and again in 2017, amendments to the pre-existing agreements were introduced to ensure continuation of the negotiations under way (prior to the 2011 and 2018 agreements). A genuine negotiation process underlies the theme of gender equality. In the view of the trade union representative, this is due to the active involvement of the trade unions, which prepare and build their demands ahead of time, “we try to avoid the ‘funnel system’. When you are expecting a first version of the text, you just react to what the boss is proposing”. Negotiation also promotes demands that benefit both the employee and the employer.

However, there is increasing motivation for the conclusion of the agreements in this area. According to the union representative, the negotiation of the first agreement in 2004 was part of a communication game marked by the company's wish to enhance its image to the outside world. The novelty of the subject at the time generated caution among both the unions and management as to the issues and objectives pursued. According to our interviewee, the real shift occurred in 2011, both for external reasons (legislative changes) and for reasons within the company (context of social crisis, revitalization of social dialogue, new stakeholders concerned by the issue). The 2011 agreement therefore went quite far in its objectives, but it was not until the 2014 agreement that there was a commitment on quantitative targets and a discussion on how to meet them.

These developments are the result of lessons learned from a genuine process of building the agreements, which is reflected in the structure of the texts. The 2007 agreement provides for “measuring developments with indicators” and, since 2011, the parties have used a diagnostic study of inequalities in each area. This diagnostic phase, based on the analysis of the comparative situation report and also on the reviews of previous agreements, was reinforced in subsequent texts. It makes it possible to set and quantify progress targets and to identify the levers for action to achieve them: the 2018 agreement is the most successful.

A national commission and local commissions to oversee the implementation and monitoring of the agreement were established in 2004. The monitoring procedures have been strengthened since 2011. There are plans to draw up a “local action plan” to implement the agreement in each establishment. In 2014, in parallel with the local

<sup>116</sup> The 2004 and 2007 agreements are signed by five of the six organizations participating in the negotiations. The 2011 agreement is signed only by three organizations. The 2014 agreement is signed by four of the five organizations present, and that of 2018 by all. It should be noted that for the two amendments of 2010 and 2017, an organization that had previously signed abstained.

commissions responsible for monitoring the agreement, the “local equality council” was created to support the diagnostic phase and propose guidelines for the local action plan. There is a drive to “decentralize” the policy on occupational equality so that it reflects as closely as possible the specific situations of the main and secondary establishments.

The agreements set out a wealth of measures, providing for actions in all areas, with the exception of the areas of “classification” and “qualifications”.<sup>117</sup> Although the 2018 agreement does not concern QWL, it covers complementary areas relating to health, and preventing and combating violence (just like the 2014 agreement). In general, the 2014 and 2018 texts provide for “diagnostic” type actions for each area. Then, depending on the themes addressed, the texts propose other types of actions, thus appearing to use various tools to promote gender equality. In order to increase the proportion of women in employment and combat stereotypes, the 2014 agreement provides for a large-scale awareness-raising and communication campaign, which was strengthened in 2018. Measures on “formalization of procedures” and “support” are being developed for all other areas. However, it should be noted that few actions aimed at granting new rights to employees are included in these agreements. Their development is undoubtedly left to the initiative of the establishments via the local action plan, as is the case for corrective measures on pay gaps. The issue of unequal pay is referred to the mandatory annual negotiations, which establish specific budgets for corrective action. Thus, in the agreements on gender equality, the parties do not commit themselves to quantitative targets in the area of “remuneration”. The related measures are mainly aimed at reducing the impact of parenthood on salaries but also on retirement.

## What now? What future for gender equality?

In accordance with these legal obligations, the company has published its gender equality index. It was published in the form of a communication note that can be easily accessed via the “search” tab (by typing in “*index égalité*” (“equality index”). This note provides a reminder of the legal framework and shows the score obtained, which is 94/100.<sup>118</sup>

For the union representative, the move towards a performance requirement is a positive aspect. However, the weighting of the index indicators “will mean that many discrepancies will be invisible and that good results will be easy to achieve”. For example, it is easy to obtain points “simply by complying with legal obligations”, especially in the case of the indicator relating to the percentage of employees who receive a raise after maternity leave. A good score on the index may also lead companies to no longer wish to negotiate on the subject, “There is a risk of upending the whole issue of gender equality”.

The company affirms its comprehensive approach to the issue, by making it mandatory to incorporate the subject of gender equality into all negotiations held within the company. It also shows willingness to carry out more substantial actions in the area, pointing to the conclusion of an agreement on gender equality at the global level.

<sup>117</sup> The issue of classification and qualification is implicitly dealt with under the area of “recruitment”.

<sup>118</sup> Note obtained at the Economic and Social Unit.

## ► Cross-cutting analysis

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The cross-cutting analysis, conducted on the basis of the different company monographs, highlights several issues that are obstacles to the development of gender equality in the companies and the reduction of pay gaps. A complex and changing legislative context weighs on the dynamics of company negotiations and the design of equality agreements. Companies are therefore limited to formalizing existing practices. Despite a willingness to go further, innovative practices are rare. Companies struggle to find relevant levers for action faced with the inequalities that go beyond the scope of their area and with entrenched societal perceptions. The implementation of the gender equality index has not made it any easier to understand the wage gap. These findings are presented in the following four sub-sections.

### Dynamics of collective bargaining in the company

#### 1. Variable periodicity and content

The place afforded to negotiations on gender equality can only be measured by taking into account the changes affecting the mandatory bargaining process as a whole. These negotiations are clearly identified in companies as being part of mandatory bargaining.

The collective bargaining procedure (periodicity, content, etc.) has depended since the 2017 executive orders on a method agreement that sets the rules of negotiation. Gender equality negotiations are part of the mandatory negotiations but are no longer necessarily held on an annual basis. The social partners can extend the periodicity up to four years. They may decide, for example, to negotiate only every four years on gender equality, while maintaining annual negotiations on salaries. Logically, in most of the companies interviewed, the frequency of negotiations corresponds to the duration of the company agreements. The interviews in the companies show that they have not yet changed the periodicity of negotiations and have preferred the existing pace of social dialogue, especially as there is a long-standing culture of negotiation on this subject in some companies (*Induco 2*). Furthermore, the trade unions have difficulty in apprehending the many legislative reforms that have changed the rules on collective bargaining.

The content of the negotiations has evolved. The law created a set of negotiations integrating gender equality with the theme of QWL. Specific provisions for gender equality are nevertheless essential, since only the absence of a collective agreement or, failing that, a unilateral plan on equality can be subject to an administrative penalty. Some trade unions have expressed concern that the specificity of negotiations on gender equality will no longer be considered in a broader field that includes all forms of discrimination in the company (*Induco 1*).

#### 2. Other social dialogue imperatives

Other social dialogue imperatives weigh on negotiators and hinder real consideration of negotiations on equality. Negotiators are having difficulty setting time aside for negotiations on equality. Just as for employers, in recent months the priority has been to comply with the implementation of the SEC, which, from 1 January 2020, became the single body for elected personnel representatives.

However, companies' compliance with this legal obligation is far from achieved. Moreover, the intention of recent laws to increase gender parity in the composition of electoral lists during elections to the SEC has not always been well received by those involved. This

“balanced representation” has been seen as a source of complexity, while at the same time the legislator has opened up the opportunity for negotiation to stakeholders other than trade unions (for example, the elected members of the SEC). Balanced representation has been deemed by some to be another factor contributing to the marginalization of the trade unions within the company.

### 3. Shortcomings and variability of the prior diagnostic study

The ability to measure the issues related to gender equality depends on the negotiators' ability to determine and analyse the situation of equality in the company. The diagnostic study of the company's situation is currently based on the data contained in the BDES. Some companies report that the law requires them to collect too much data in this document and that this data is not examined by the trade union organizations (*Insurance 1*). The information for negotiators is not always in place and its access procedures are not always simple. The information that does exist varies greatly from company to company, depending on their access procedures and on its content. The law requires precise data on gender equality. However, “Macron” executive order No. 2017-1386 largely refers to collective bargaining to determine the access and structure of the BDES. Not all companies have made use of this room for manoeuvre, either because they are unaware of these provisions or because they wish to continue the practice. The accessibility, quality and understanding of the diagnostic study thus varies greatly among companies. It is notable that companies still refer to the comparative situation report in the interviews conducted.

In all cases, the data is not always presented clearly or relevantly in order to analyse equality within the company. For example, in some companies, salary progression and promotion of employees are controlled by both conventional classifications and internal classification grids. However, the BDES can provide information on classifications without taking into account these internal grids, which does not give an accurate picture of the company's situation.

Trade union delegates also have difficulty in understanding the various concepts included in this negotiation. These concepts are recent in the French legal landscape. Often, only direct and visible discrimination against women is understood. Some concepts, such as equal opportunities and the possibility of a kind of “positive discrimination” are the subject of debate in some trade unions. These concepts are sometimes seen as establishing rigid quotas, contrary to a republican conception of equality.

Lastly, the law does not establish the link between collective bargaining with trade union organizations and the information from and annual consultation with the SEC among elected employee representatives. Gender equality does, however, fall within their scope of competence and the data from the company are analysed by the negotiators and elected employee representatives, each in their own context. Sometimes, the preambles to the collective agreements refer to the diagnostic study on gender equality (*Induco 1*) but in general this is not the case.

### 4. Difficulty in understanding the situation in the scope concerned.

It is sometimes complicated for stakeholders to become familiar with the situation of gender equality in their company.

The union representatives and HRM we met told us about collective agreements concluded at a broader geographical level (group, ESU, etc.) and which are binding on them. The issue of gender equality escapes them. Moreover, the representative trade unions are not necessarily the same at each of these levels.



The scope of the negotiations may change. The negotiation can be held at the level of the group of companies,<sup>119</sup> if a group agreement so decides or has been negotiated on the same theme.<sup>120</sup> If this is the case, the company is deprived of the negotiation since it is not necessary to take up the negotiation in this area once it has been held for the group. It may be in the interests of equal treatment to negotiate within the scope of the group. But the diagnostic study must still be conducted at this level. It is not, however, mandatory for the BDES data to be established for the whole group. Further, group collective bargaining is unlikely to take into account the particularities of subsidiaries which may involve very different activities. The reasons should be identified for holding a negotiation at group level. Is this due to the wish to limit the number of negotiations, further strengthen a common identity within the group, promote equal treatment among the subsidiaries or avoid negotiations with a trade union present in one or several subsidiaries which is relatively influential at the group level?

Sometimes, the negotiation processes are disturbed by the reconfigurations of groups which challenge the existing collective agreements.

The result is that it is difficult to identify the rules on agreements applicable to the company. This fragmentation of the agreement landscape diminishes the possibility of taking appropriate action on gender equality within a given scope.

In some companies, there is coordination among the levels. In some cases, local negotiations must be validated at central level, for example where there are special staff regulations that derogate from the Labour Code (*Insurance 1*). This obligation, which restricts any possibility of planning at the local level, is very demotivating and calls into question the value of opening decentralized negotiations. In other structures, the agreement is negotiated at central level and implemented at regional level (*Agri-food*), which allows for better adaptation of the actions at each site.

## 5. A theme taken into consideration in other collective agreements

The theme of gender equality goes beyond the single framework of specific agreements on this subject. Other agreements on issues such as the organization of working hours (*Induco 1*, *Insurance 1*), diversity (including charters, *Insurance 2* and *Induco 2*), discrimination and inter-generational agreements (*Induco 1*) or geographical mobility all or partially refer to gender equality.

The situation of women is then taken into account by cross-referencing it with other elements, such as age or family situation, or work-life balance. In this case, negotiators are focused on a cross-cutting and integrative view of equality. However, some trade union interviewees reported that certain themes related to QWL, such as telework, the right to disconnect and psychosocial risks, are too prominent in the negotiations and risk minimizing the issue of gender equality.

<sup>119</sup> Group agreements are considered company agreements.

<sup>120</sup> Section L 2232-33 of the Labour Code.

## Development of the agreements and action plans

### 1. Coverage of companies by texts: more than a decade's overview for some companies.

The provision of several texts for each company (with the exception of *Salvage*, for which negotiations on equality were not initiated until 2019) enabled us to assess the development of agreements and plans on gender equality in light of legislative developments.

Most of the companies we met are covered by two agreements specifically on gender equality (*Agri-food*, *Insurance 1* and *2*, *Banking*)<sup>121</sup> or encompassing several themes (QWL for *Private Health 2*, and the generation contract then QWL for *Induco 1*). The first company collective agreements were signed between 2012 and 2014, and the second between 2016 and 2018. These companies with at least 50 employees were thus required to negotiate on the theme of equality by mandatorily addressing the issue of remuneration<sup>122</sup> as the second texts were subject to the legislative changes adopted since 2014.<sup>123</sup>

The absence of company collective agreements prior to 2012 is mainly due to the lack of legal constraints or, in some cases, to the fact that the stakeholders were not very mobilized (*Insurance 1* and *Salvage*). Hence, the opening of negotiations responds to a willingness to comply with the legal obligation but concern regarding the issue of gender equality may go back further. Some companies had already taken measures to promote gender equality (such as *Induco 1*) or were already covered by a diversity charter (such as *Insurance 2*). These initial texts therefore aim to formalize practices that already exist in the company (see Part 3).

Two companies on our panel stand out: *Induco 2* and *ICT*. They have been active on the issue of gender inequality for a long time, and negotiations had been opened even before they were mandatory.<sup>124</sup> These companies have been covered for more than ten years by five successive texts on equality, mainly agreements, but action plans were put in place by *Induco 2* when negotiations failed.

There are therefore very few periods that we can identify since 2012 where the companies in question were not covered by a text.

### 2. Little “substantial” progress in gender equality

In general, we observe little substantial progress in the texts studied in terms of initiatives to support gender equality. The most recent agreements are in line with previous texts, essentially repeating actions already implemented. This may be partly due to the changing legislative context which, instead of encouraging initiatives, renders the negotiation process complex and unclear. Owing to a lack of time, the negotiators often fall back on the existing text in order to comply with their obligations. This ends in stereotyped agreements, reproduced from one negotiation to another. In addition, the renewal of the trade union representation could also contribute to the reproduction of existing agreements (*Induco 1*).

121 In the case of *Banking*, an action plan was also prepared in 2019 further to a breakdown in negotiations.

122 Act No. 2012-1189 of 26 October 2012.

123 Act No. 2014-813 of 4 August 2014, the “Rebsamen” Act No. 2015-994 of 17 August 2015 and Act No. 2016-1088 of 8 August 2016, the “Labour Act” (“*Loi Travail*”).

124 *Private Health 1* also concluded three agreements on the theme of equality, the first dating from 2009 but it was not communicated to us.

The presence of a monitoring committee and an overview of previous agreements could and should encourage the development of new actions when negotiations resume at the end of an agreement. Indeed, their role is to provide a diagnostic study of the effectiveness of the actions and the achievement of the quantitative targets in order to determine what works and what doesn't. This thereby facilitates renegotiation and improvement of the quality of the text (and therefore of the policy on gender equality).

However, in practice, not all the texts establish a procedure for monitoring the agreement. In this case, the new texts reproduce the same fields as before, without any prior analysis of the imbalances or their development (*Induco 1*, *Induco 2* and *Private Health 1*). This can be criticized by the trade union delegates, who will then refuse to sign the successive agreements (at *Banking* or *Induco 2*, for example, the employee representatives wanted the company to make more concrete commitments, whereas the management wanted to reproduce the existing one). Certain companies on our panel set up a monitoring committee (*Insurance 2*, *Induco 2*, *Private Health 1* and *2*, and *ICT*). However, when they do exist, the follow-up reports rarely provide a detailed analysis of previous agreements or a reflection on the changes made in the company. They often only provide a follow-up to the implementation of actions, generally confirming the existing actions for the negotiators and only sometimes supplementing certain measures.

### 3. Developments in “form”: a lesson in the procedure for building agreements

In all the texts, we identify a genuine wish to take the issue of gender equality further (which is confirmed by the interviews). However, the quality of the first company collective agreements is diminished by methodological problems. This observation had already been highlighted by the report analyzing the texts deposited in Alsace.<sup>125</sup> Some companies do not use an analysis of inequalities within the company as a basis or set progress targets (associated with the area and each action) or monitoring indicators (*Insurance 2*, *Bank*, *Induco 1*, *Induco 2*, *Private Health 1* and *2*). In addition, rarely are there concrete implementation procedures, a description of the costs involved or a timetable.

These elements are nonetheless essential to the success of a policy on gender equality, both for a relevant choice of actions and for effective implementation and monitoring.

Although few initiatives have been taken in the new texts, we note a major change in “form” in some of them, which testifies to lessons learned from the negotiation process. The most recent texts are better structured, more often based on a diagnostic study, and propose actions coupled with progress targets and consistent monitoring indicators. The most striking development is with *ICT* and *Induco 2*, for which we have many texts: while the first two are similar, we can identify a break with the last two texts. It appears that the stakeholders have a better grasp of the concepts and tools. It is therefore easier for them, for an existing action, to define more specific implementation and monitoring procedures and to commit to quantitative progress targets. Therefore, we can assume that these actions, although already in place, have a greater impact.

In conclusion, it would seem that there is an entry cost for building agreements. The first agreements aim to formalize practices that sometimes already exist or to act in support of gender equality. The following are based on the existing agreement but are better structured. It is not until the process of building all actions and agreements is mastered that the stakeholders propose new measures (*ICT*). This takes time, especially as the stakeholders are faced with a changing legislative context.

<sup>125</sup> (Bucher et al. 2015).

## 4. Development of the texts against legislative changes

Contrary to what the social partners might fear, the inclusion of the theme of gender equality in the QWL negotiations does not seem to have had the effect of broadly sidelining the actions on equality, but neither has it strengthened them (*Induco 1* and *Private Health 2*). At least, the new text reproduces the old, with the actions relating to the areas of working conditions and work-life balance now falling in the area of QWL. In *Private Health 1*, the second text on QWL has been expanded with new initiatives on working conditions (integration of psychosocial risks) and work-life balance.

However, the situation is different in the area of remuneration. As it has been mandatory since 2012, all texts refer to this area. However, in some recent texts, the issue is now referred to negotiations on wages (in accordance with legal provisions since 2014). The risk is that it will not be addressed because it is not a priority. While companies are specifically requested to take measures to eliminate pay gaps, few make concrete commitments. It therefore seems important to have equal opportunities committees for women and men whose role is to monitor all negotiations and proposed actions for equality.

Lastly, there is no reference to the BDES in the most recent texts. When a diagnostic study of the company's situation is established in order to feed the negotiations, it generally draws on the comparative situation report. This is a tool that the social partners are now familiar with and can competently use.

## What type of actions for gender equality?

In all the companies we met, the commitment to gender equality is ambivalent. The legal constraint and the concern not to be identified as a “bad student” remain a priority. Despite this, there is a genuine wish to commit to equality, a wish which is part of a more global societal awareness.

### 1. Companies on the defensive: complying with the legal obligation through “information” and “formalization” type measures

The primary motivation of all the departments we met seems to be compliance with the obligation imposed by the law in order to avoid paying the 1 per cent financial penalty. For some, this seemed to be the only motivation (for example, *Insurance 1*). Despite the public authorities' stated intention to make this a priority, these penalties are nevertheless rare, as labour inspectors do not have the same awareness of the issue.

Furthermore, employers criticize the very strict legislative framework for negotiations, even though they have few major difficulties in understanding it. Several companies consider these regulatory constraints to be time-consuming and an impediment to the company's freedom to make decisions. The various obligations on the company in terms of human resources (older persons, equality, the right to disconnect, arduous work, etc.) are paradoxically experienced as much as restricting the company's room for manoeuvre, even though such concerns were present, informally, in its practices. This presents a risk of sidelining the company's intrinsic motivations because of the legal constraint.

In order to circumvent or alleviate these constraints, the employers commit to numerous “information” and “formalization” type actions aimed at employees, line managers or external partners. In the first case, it is often a reminder of the legislation, identified as an action by the social partners and enabling them to fulfil their obligation without any strong commitment, particularly financial. They are found in all areas, but more frequently

in those of “remuneration”, “training” and “recruitment”. In the second case, they aim to ensure compliance with the principles not binding in law but also, more surprisingly, the legal obligations. They are not costly but require a change in practices due to the systematization of procedures. They are most often found in the areas of “recruitment”, “remuneration”, “working conditions” and “classification”.

In the area of “recruitment”, when female- and male-dominated occupations are identified (sometimes without specifying which ones, for example *Private Health 1*), the texts systematically propose two actions: one “awareness-raising” type and the other a “formalization” type. Applicants or recruiters are thus made aware of the tools and issues involved in equality and, in addition, recruitment procedures are checked to ensure they are free of any form of discrimination (*Insurance 1* and *Private Health 1*). The objective is simply to guarantee impartiality in the recruitment process. In the absence of more information, it is difficult to assess the relevance and scope of these actions. However, companies do not seem to be really committed to reducing imbalances in terms of employment. They believe that imbalances are the result of “society” and must be corrected before they reach the company.

The area of “remuneration” is also not really addressed by aggressive or corrective measures. This could be because there is a branch agreement in place which limits the negotiators' room for manoeuvre (*Insurance 1*) or because this theme is already negotiated in the mandatory annual negotiations (*Private Health 1*). The actions taken are therefore awareness-raising measures among management and employees on the salary progression of women and men returning from parental leave (*Insurance 1* and 2). “Formalization” actions are mainly aimed at setting up procedures to monitor pay inequalities (*Insurance 2* and *ICT*). More generally, there is no budget in any of the texts for the measures (which the law does not make mandatory), which would nevertheless make it possible to quantify companies' efforts towards gender equality.

Negotiations on equality are not very confrontational. Most of the union delegates let the employer take charge. The union organizations focus more on mandatory bargaining on wages, working hours or employment management. There are three main reasons for the limited interest of elected representatives at company level. The first is related to the company's composition of predominantly men or predominantly women: the negotiating parties do not identify any gender equality problems since there are only women (*Insurance 1*, *Private Health 2*) or only men (*Salvage*). The second reason is the specifics of the company's status or the size of the group (*Insurance 1*, *Insurance 2*). Lastly, the pre-existence of policies for equality in the companies in our sample, which evolve according to the companies' needs, also limited the interest of the elected representatives. Most of the actors were rather preoccupied by the state of affairs, which somewhat distracted them from a subject that they considered to be well recognized in the company (*Banking* and *Private Health 1*).

Overall, the obligation to obtain a result often takes precedence over the quality of collective agreements and their suitability for the company's reality, even if the study of the companies has highlighted the singularity and relevance of certain “formalization” type actions. These observations lead to stereotyped agreements, repeated from one negotiation to another.

## 2. Companies on the offensive with “incentive” and “provision” type actions

From all viewpoints, these texts have not revolutionized the way things are done. All the companies merely put in writing the practices they had previously followed. Nevertheless, it is clear that the legal obligation has forced companies to reflect on their human

resources practices as they relate to gender equality and has enabled them to promote the company's social policy already in place. Several companies have even included this approach in their social responsibility policy, which they often promote in the form of a label (*Agri-food, Insurance 1 and 2, Induco 1 and ICT*).

Moreover, the willingness to act in support of gender equality is marked by a general awareness on the part of the social partners, which is upheld year after year. The issue of gender equality was long considered a constraint or "a subject that did not concern the company" (*Salvage*). Today, there is a willingness to act on a societal issue (*Induco 2*). This is reflected in particular in the training of elected representatives (including via the trade union confederations – *Induco 2*) and in putting into writing "incentive" and "provision" type actions, pre-existing or otherwise.

The social partners emphasize the key role of the comparative situation report. Although it is no longer a legal obligation, it enables them to highlight problems and areas for improvement. Concrete "provision" or "incentive" type actions can then be proposed. They aim to reduce inequalities by correcting existing imbalances and thus lead to adjustments to the organization and structure of the company. The legal obligation to negotiate has made it possible not only to put pre-existing actions "into writing", thereby strengthening the commitment of the social partners, but also to propose innovative actions, in line with the diagnostic study.

They are found firstly in the area of "work-life balance". The burden of reconciling work and private life still falls mainly on women, but men are becoming increasingly involved in this management and do not hesitate to reduce their working hours in order to devote themselves to their personal lives. In addition, the issue of QWL is now one of the main concerns of employees. These developments are forcing companies to adapt and to actively offer a number of measures to provide employees with concrete ways to ensure work-life balance (*Industry, Insurance 1 and 2, Private Health 1 and 2, Salvage and ICT*). Most of the actions target parenthood, providing support, flexible working hours or even measures for salary progression. In order to "correct" the inequalities, some companies provide for an increase in pension contributions for part-time employees or after parental leave (*ICT*).

Although less frequent, "provision" or "incentive" type measures are also present in other areas, often in line with a shared diagnostic study based on the comparative situation report. For example, in the area of "remuneration", in *Private Health 1*, the parties undertake to correct unexplained pay gaps by setting a threshold. Other companies even allocate a "catch-up budget" to reduce inequalities in pay (*Insurance 2 and ICT*).

Because they are ambitious, "provision" or "incentive" type measures are more often proposed with relevant and consistent progress targets and monitoring indicators, which improves the quality of the monitoring and the text as a whole.

## Companies facing pay gaps

Some changes are emerging in the division of labour between women and men and their employment conditions. However, these changes are not the norm. The gender-based division of tasks and functions prevails in the companies on our panel, which contributes to maintaining significant pay gaps between women and men (*Insurance 2, Banking, Induco 1 and ICT*).

At the national level, a large part of the average gender pay gap is due to the fact that more women work part-time (responsible for a 10-point gap). This aspect is not taken into account in the agreements we examined. A significant part of the hourly wage gap derives from the unequal distribution of men and women in the different occupations (horizontal segregation) but also on the hierarchical scale (vertical segregation). Thus, in

our sample there are much more pronounced pay gaps among executives and that can exceed 15 per cent in favour of men. They are smaller, or rather less visible, among non-executives: on the one hand, because there are more women than men and, on the other hand, because the calculation of pay gaps based on full-time equivalent wages conceals the impact of part-time work, which is precisely the most frequent arrangement in these socio-professional categories.

## 1. Occupational segregation: places of non-diversity and hierarchical scale segregation

In line with the literature, in our sample we find mainly men in technical or production jobs, logistics functions or information technology (*Agri-food*, *Insurance 1*, *Induco 2*, *Salvage* and *ICT*) and an over-representation of women in human resources, customer relations and personal care jobs (*Insurance 1* and *2* and *Private Health 2*). The HRM we interviewed clearly demonstrated no differentiation between the sexes during recruitment. This may seem obvious in so far as the law prohibits gender-based discrimination in recruitment. The over-representation of men in certain technical functions or in industry is seen by our interviewees as linked to stereotypes of occupations which, at the outset, limit women's enrolment in technical training. They refer rather to external constraints. To remedy this, some companies are attempting to expand their recruitment pool by promoting female figures in these occupations (*Agri-food* and *ICT*), especially given the shortages in these areas. They also ensure that managers and recruiters are made aware of these issues (*Agri-food* and *Insurance 1*). Others take a more proactive approach by ensuring an equal number of female and male candidates when recruiting (*Salvage* and *Induco 2*) or by trying to promote the internal recruitment of women to male-dominated positions (*Agri-food*). In contrast, where women are over-represented in certain jobs (nurses, nursing assistants), the companies do not seem to see this as a problem. This unequal distribution of women and men among occupations contributes to wage gaps in so far as so-called "female" occupations are less valued than "male" occupations (Grésy and Lebert, 2019).

Unsurprisingly, we find that the majority of managers in the companies on our panel are men. In the companies with a majority of men or with gender diversity, the share of women executives is at best representative of their proportion in the overall workforce (*Induco 2*, *Private Health 1* and *ICT*). In companies with a majority of women, women are under-represented in executive positions (*Insurance 1* and *2*, *Banking* and *Private Health 2*). There are also forms of segregation within the executive category itself. In all situations, (with the exception of *Private Health 1*) women occupy only a marginal place in the highest managerial positions. In addition, women are most often limited to human resources, methodology and quality functions (*Induco 1* and *2*, *Private Health 1*) and almost absent from engineering positions. The unequal position of women and men is not only the result of factors external to the company but also of the difficulty women have in reconciling family and working life (particularly for senior management positions) in a context of unequal gender distribution among domestic and family tasks.

## 2. What are the levers for action?

### a. Act on career development and employment conditions

The unequal position of women and men in employment is the first source to shed light on the pay gaps. They are primarily the result of societal representations, but these differences also relate to phenomena under companies' responsibility: inequalities in accessing vocational training or promotion are reflected in different career paths. Despite the actions undertaken in the context of negotiations on gender equality, these inequalities persist in certain companies (*Insurance 1* and *Salvage*).

This is explained by the fact that the measures that are implemented aim at rebalancing, which may lead to diversity or parity, but not necessarily to equality (Charpenel et al., 2019). The same problem of “balanced representation” can be found with regard to women’s access to senior management positions, which can lead some managers to applaud the gender parity in managerial positions, even though women represent more than two-thirds of the workforce.

One source of inequality relates to the more frequent career breaks for mothers, which weigh heavily on their pay (Meurs and Pora, 2019). Companies make efforts to ensure that parental leave does not negatively impact career progression (for example, *Agri-food* and *Insurance 2*) and try to communicate in a “gender-neutral” way so that both fathers and mothers feel involved. In this respect, one company is innovative (*ICT*): noting marked differences in pension entitlements between men and women (42 per cent in favour of men), it set up a system for buying back quarters due to parental responsibilities and offsetting the employee’s pension contributions during parental leave.

The fact that training courses are organized far from the usual place of work (*Insurance 1*) may also explain inequalities in access to training. More generally, differences in career progression stem from working conditions, whether in terms of time (staggered or late hours, weekend work or night shifts) (*Induco 1* and *2*) or physical or environmental constraints (*Salvage*). In the agreements, the companies propose flexible working hours, avoiding late meetings or telework (*Insurance 1*) so that women can more easily reconcile family and working life. They also aim to make managers aware of the constraints related to family responsibilities (*Insurance 1* and *Salvage*).

## **b. Act on behaviour and perceptions**

Our interviewees mentioned inequalities that may stem from women’s abilities being called into question, either by women themselves or by recruiters. The literature has shown that women may behave differently from men in so far as they are less willing to compete or negotiate their salary (Croson and Gneezy, 2009; Babcock and Lashever, 2003). This observation can be found in our interviews with HRM who noted that “women hold themselves back” or that “senior positions are less sought after and less occupied by women” or that a woman who applies for a post tries to fulfil “110 per cent of the criteria”. In two companies, women’s groups were established to provide mutual support (*Induco 2* and *Banking*). *Banking* also offers mentoring for women who request it. These networks are targeted at women executives with high potential in order to promote their careers and can thereby help to reduce the phenomenon of vertical segregation. These networks only address part of the inequalities, however, and may be perceived by union representatives as being too close to management (Pochic et al., 2019).

Lastly, while women seek training to move up the hierarchical ladder (*Private Health 2*), managers may also have ingrained assumptions about women’s behaviour. A union representative noted that “There is the idea that at some point in her life, the woman will take time off work, while the man will continue his career” (*Insurance 2*) or that “women do not meet the requirements of the job”.

Women are therefore offered fewer promotions and hence fewer opportunities to move up the hierarchical ladder. In this context, the possibility of opening up senior positions to part-time employees (*Banking*) is definitely progress.

## **c. Reduce unexplained pay gaps**

Most of the pay gaps are the result of the unequal position of women and men in employment, but when these different characteristics are taken into account, some remain unexplained. This proportion is estimated at around 9 per cent at national level.



Six companies mention this problem and plan to correct any unjustified pay gaps. The proportion of unexplained gaps is generally referred to the mandatory annual negotiations and has no specific budget allocated. It should also be noted that the interviewees did not always specify what they mean by unjustified gaps (*Insurance 2, Banking, Induco 2 and ICT*). Other companies do specify but adopt different criteria. For example, for *Induco 1*, in addition to job characteristics (Mercer system), individual characteristics, including seniority, experience and individual performance, are taken into account. *Salvage* takes into account age, seniority, qualifications and function. *Private Health 1* identifies unexplained gaps by experience, performance, diploma or circumstances. In addition, the company only undertakes to correct gaps above a certain threshold. Thus, the notion of unexplained gaps is questionable and has not been established. Lastly, it should be noted that this method does not make it possible to take indirect discrimination into account.

### 3. Gender equality index: a tool for reducing pay gaps?

Nine companies on our panel have published the gender equality index and all are above 75/100 – the red line under which corrective measures must be put in place. They are also above the average score for French companies, which is 83 points. The reactions of the HRMs and trade union leaders to this additional obligation are varied but do not generate any particular enthusiasm. The human resources departments concerned with gender equality use it as a way of showing their interest in this topic (*Insurance 1, Private Health 1 and Banking*). Others remained skeptical and see it as a formality to be completed rather than an instrument likely to bring about changes in practices (*Agri-food, Insurance 2*). Certain trade union leaders also voice reservations about the usefulness of the tool, mentioning that it is not difficult to obtain a high score, or express the fear that companies might be content with this score, which throws doubt on the relevance of negotiations on gender equality (*Private Health 1 and ICT*). It should be underlined that a good score only rarely denotes equal pay among men and women.

## ► Overview of branch negotiation

We conducted three interviews with branch negotiators, which we compared with the national report on collective bargaining. The number of branch agreements is increasing and the quality is improving although difficulties in methodologies remain.

### An overview of branch negotiation

According to figures from the Ministry of Labour (Tallec-Santoni 2019), around 15 million employees are covered by 674 collective branch agreements.<sup>126</sup> These branches are very varied in size and in the type of jobs or occupations they provide. There are significant differences in terms of gender equality. With these collective agreements divided into 22 large groups,<sup>127</sup> the proportion of women in employment varies from 12 per cent (transport) to 66 per cent (clothing, leather, textiles). Overall, the average net full-time equivalent salary of a woman is 19.8 per cent lower than that of men and the penalty is even starker in banks, and financial and insurance institutions (-37 per cent); miscellaneous non-agricultural branches (-35.3 per cent) and legal and accounting professions (-30.8 per cent). At the other extreme, there is a wage bonus for women working in construction (0.4 per cent) and a penalty in the transport sector (-4.0 per cent). In the latter sectors, these differences are mainly due to the type of jobs and occupations they occupy.

Between 2016 and 2018, the number of agreements on gender equality increased at branch level: 135 texts referred to it in 2016, 169 in 2017 and 225 in 2018 (Figure 4). However, these may be agreements addressing this issue exclusively (12 texts) or agreements on an issue related to gender equality (213 texts). Certainly, given the many

► Figure 4. Development of branch collective agreements on equality



Source: Report on collective bargaining (2019)

<sup>126</sup> Except for the agricultural branch.

<sup>127</sup> Regrouping in 22 large sectors.

► **Table 11. Development of company negotiations on equality in East France region**

	2016	2017	2018	2019
Coverage rate	32%	35%	39.6%	46.3%
Number of formal notices (on an accumulative basis since 1 January 2013)	162	266	489	542
Number of penalties	0	6	1	7

Source: DIRRECTE Grand-Est

different origins of inequalities, the topic may be addressed as part of negotiations on pay, classifications, working time or QWL.

Branch negotiations provide a framework for the conditions of gender equality. It should also be noted that companies that are bound to negotiate do not always do so. Thus, in the East France region (the region on which our study is based), the coverage rate of companies increased between 2016 and 2019. However, it was still below 50 per cent in August 2019 (Table 11). Less than half of the companies that are required to negotiate or deposit an action plan actually did. Many companies therefore do not fulfil their legal obligations.

## Dynamics of collective branch agreements

The report on collective bargaining (2019) mentions an improvement in the texts dedicated to gender equality, which are no longer a simple reminder of the law. However, some texts do not escape this bias and may include in their measures a prohibition against asking female candidates about their pregnancy status, even though this is expressly prohibited by law. They may also propose interviews on return from maternity leave, which is also a legal obligation. Additionally, there are broad statements of principle such as “the signatories underscore that vocational training is one of the essential levers for ensuring equality of treatment between women and men” or measures which make one wonder whether they will be actually implemented. For example, one text mentions that “the signatory parties request the companies to establish, in an objective manner, training pathways to enable men and women to receive the vocational training necessary to maintain and develop their skills”.

The General Directorate of Labour reviews the lawfulness of the provisions of branch agreements prior to ministerial extension. An expert from a ministerial department who we spoke to referred to agreements that remain very programmatic, and to the negotiation of agreements without having conducted a genuine diagnostic study, despite it being compulsory. The General Directorate of Labour issues reservations during the extension procedure in cases where the agreements simply repeat the law.

In the report on collective bargaining (2019), mention is also made of the methodological difficulties that remain to the degree that some branches struggle to identify the differences, plan operational measures to reduce the gaps and monitor the proposed actions. We examined in greater depth three branch agreements to which the companies in our sample belong (Inset 3). The previous finding is partly confirmed in that only one text contains an analysis of pay gaps and only one text includes monitoring indicators. They all propose measures that sometimes constitute reminders of the law or broad principles with no real operational scope.

More ambitious measures can nevertheless be put in place. The report on collective bargaining (2019) identifies a number of these. We noted that two branches in the

industrial sector (Branches B and C) are very active in their communication activities with young people, especially young women. They aim to promote applications for male-dominated jobs, which would thereby help them to broaden their recruitment base. Other measures adjust the day-to-day of female employees and promote the reconciliation of family and working life, such as the possibility of supporting teleworking (Branch A) or adjusting meeting times (Branch B). Other innovative measures, noted by the General Directorate of Labour, are the drive to promote training for women and to allocate a budget for that purpose (Branch C).

The positioning of branch agreements is not clear in as much as some branches do not want to impose rules that are too binding on companies which may all be very different. They are therefore tempted to issue simple reminders of the law and to set out broad principles. This is in line with the conclusion of Pochic et al. (2019) who showed that branch agreements have little influence on company agreements. Some branches see the agreement as a toolbox from which the company can pick out ideas. Furthermore, it can also be noted that there are significant differences among sectors. Some have a firm tradition of negotiation, but this is far from the case for all of them (Combrexelle 2015).

Lastly, the branches mention the limitation of their approach and consider that gender inequalities are more a matter of cultural problems and gender stereotypes. As noted earlier, there are still major differences in the way men and women choose their studies, their occupation and the sectors in which they wish to work.

Nonetheless, despite the many recent legislative developments, we did not find any significant changes in negotiation practices. Our interviewees speak of “continuing as usual”. In general, they do not have feedback on the concrete measures taken in the framework of company agreements, or on the implementation of the gender equality index. This finding is in line with the conclusions of the General Directorate of Labour that the “Macron” orders had had little impact for the time being.

► **Inset 3. Examples of agreements on gender equality and the elimination of gender pay gaps.**

**Branch A.** This is a small branch with some 30,000 employees (in 2016) in a sector that manufactures and markets specialized products. It includes many small structures and employs 55 per cent women. We interviewed a human resources consultant who negotiated on behalf of a group of three employers' organizations. The interviewee provided figures on the pay gap from a report on the branch, without providing an overview of the overall pay gap, which is considered “not very important”. After looking at data from the Ministry of Labour, we were able to establish that the average net income gap was 27.2 per cent in 2016 in this branch (compared to 19.8 per cent for all employees covered by collective agreements). The branch is dynamic and three agreements were concluded in 2019 (QWL, disability and equality in employment) which are part of an overall corporate social responsibility approach. The branch agreement is ambitious in that it addresses the nine possible areas of negotiation and provides for a large number of actions. It also includes monitoring indicators. Some measures are innovative, such as the provision of an “equality awareness guide for the recruitment and training of persons taking on a male- or female-dominated post”. It encourages gender diversity in jobs and the identification of “non-mixed” positions. It suggests that an analysis of wage gaps be conducted and that a wage “catch-up budget” be allocated. In terms of work-life balance, it proposes, for example, to encourage teleworking. Lastly, the agreement concerns all companies in the sector and also provides a toolbox to help companies define their working method for negotiating an agreement. Regarding branch negotiations, the interviewee considers that they are important as they cover all companies. He concludes that the orders have not changed the way of working.

**Branch B.** This is also a small branch with approximately 30,000 employees (in 2016) of an industrial sector. Like many other industrial sectors, this branch employs few women (22 per cent). Our interviewee, head of the branch's social relations, provided us with figures on the imbalance between men and women in employment and training but not in relation to pay. The Ministry of Labour indicates a gap of 6 per cent, well below the average for the private sector. This discrepancy is partly due to the structure of employment and the over-representation of manual workers. Our interviewee mentions that negotiations are not confrontational because "everyone is committed to the issue and is aware of its importance". Social dialogue in the sector is considered good. Further, the sector has problems regarding the attractiveness of its jobs and wishes to broaden its recruitment base. The agreement is deemed "fairly classic" and highlights concrete actions to promote jobs via the internet or magazines aimed at young people. "Everyone is welcome at recruitment stage, be they men or women." The branch also distributes a booklet on jobs. Measures in other areas are essentially reminders of the law or statements of principle, except for the reorganization of meeting times or intentions to establish training courses to enable employees to keep up their skills. Lastly, concerning the opportunity to negotiate at branch level, the interviewee mentioned that negotiation is easy and that it provides the opportunity to remind companies of the fundamental principles of gender equality.

**Branch C.** This is a large branch at the national level (1,600,000 employees) of an industrial sector, with approximately 30,000 employees in the Bas-Rhin. A national agreement covers the area of gender equality for the territorial units. The proportion of women in the branch is low (22 per cent nationally and 26 per cent in the Bas-Rhin) because, according to the regional legal representative, "it is difficult to overcome stereotypes". He provided us with the figures on unequal pay between French employees, but no figures for the branch. The Ministry of Labour estimates the gap in the branch to be 13.9 per cent and in the Bas-Rhin 14.8 per cent. The branch has worked mainly on its problems in attracting new recruits amidst recruitment difficulties in certain trades. Partnerships have been set up to encourage young people to take up industrial jobs. However, "getting women into the training pathway is not within our control". There is a wish not to "put constraints on companies" but "to also play a supporting role by responding to companies that so request". For our interviewee, it is important that the negotiation remains at the level of the company because their needs are very varied. But he adds that "they can only gain from gender diversity". The national agreement presents very precise statistics on equalities and breaks down the monthly income gaps between men and women. The branch has produced several booklets for companies, including: (i) a guide reminding them of their obligations and providing tips for concluding an agreement; and (ii) a guide showing the various initiatives carried out in the area of gender equality for the territorial units. Two other initiatives are of interest. One consists of increasing reimbursement of fees paid for training for employees in very small, small and medium-sized enterprises. The other encourages companies to contribute to childcare costs. According to our interviewee, the "Macron" orders have no impact on procedures of negotiations.

# ▶ Part 3

## Summary and Recommendations

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## ▶ Summary and Recommendations

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### Reasons for our study

- ▶ Findings and hypothesis
  - ▶ Ongoing discrepancies in pay between women and men despite legislation establishing the principle of equal pay for equal work and prohibiting discrimination on the grounds of gender.
  - ▶ Collective bargaining constitutes an important tool for governing and regularizing employment conditions...
  - ▶ ...and it can play a key role in combating pay disparities, including the “unexplained” share of the gender pay gap.
- ▶ French specificities
  - ▶ Equality in employment is subject to managed bargaining at company level.
  - ▶ Equality in employment is a mandatory area of negotiation at branch level.
  - ▶ The gender equality index aims to introduce mandatory scores on equal pay.

### Objectives of our study

- ▶ To enhance knowledge of collective bargaining on gender equality in employment in France.
- ▶ To identify and assess, over time, the quality of the measures retained in agreements and plans on gender equality.
- ▶ To attempt to measure their effectiveness by looking at whether or not these actions have led to tangible results in terms of reducing the pay gap.

### What to keep in mind

- ▶ Gender equality in employment is one of the facets of the more general question of gender equality in society. It pertains to both public policy and the private sphere.
  - ▶ Stereotypes around the place of women and men are well ingrained, whether in relation to working or private life, or in education.
  - ▶ Pay gaps are the fruit of various influences: economic, social, societal and institutional.
- ▶ The company cannot therefore control everything, but it can be a vehicle for changing behaviour concerning equality (Bucher et al. 2015).

### Our methodology

- ▶ An analysis of collective agreements and plans on gender equality gathered as part of a field survey of ten companies.

- ▶ A repositioning of these texts
  - ▶ in the context of their production, with interviews with staff and management representatives;
  - ▶ in the general framework of the place of women and men on the labour market; and
  - ▶ in the legal framework of collective bargaining on gender equality in employment and the implementation of the gender equality index.
- ▶ A report on branch collective bargaining based on overall data and information gathered from branch negotiators.

## Lessons learned

- ▶ Persistence of horizontal and vertical occupational segregation in all the companies on our panel;
- ▶ Strong association between this occupational segregation and the explanation for the gender pay gaps;
- ▶ Strong commitment of a limited number of companies to gender equality and equal pay with preventive and remedial actions;
- ▶ Weight of unilateral actions and individual measures to prevent or reduce pay gaps;
- ▶ Importance of an action over the long term and of a strong commitment by the stakeholders in collective bargaining on gender equality;
- ▶ Value of the gender equality index but also its limits, and the risk it poses to the very existence of collective bargaining on this matter;
- ▶ Coexistence of good index scores and identified pay gaps;
- ▶ Shortcomings and variability of the diagnostic study prior to negotiation;
- ▶ Weakening of collective bargaining on gender equality with the implementation of the SEC and the numerous legislative reforms;
- ▶ Limited coordination of company negotiation with branch negotiation; and
- ▶ Consistency of company collective bargaining despite the changes introduced with the 2017 “Macron” executive orders.

## Recommendations

### Branch level

- ▶ A branch diagnostic study as a point of reference for companies
  - ▶ Distribute to the companies concerned the diagnostic study on the gender pay gap in the occupational branch, established by the Labour Ministry.



- ▶ Support for bargaining in small and medium-sized enterprises
  - ▶ Provide, in the branch agreements, collective agreement models and/or provisions applicable to companies in the absence of a collective agreement.
- ▶ Communicate the primacy of the branch agreements over the company agreements on gender equality

## Company level

- ▶ Train negotiators in interpreting a BDES, identifying “explained” and “unexplained” pay gaps and researching the origins of these gaps.
- ▶ Enable recourse to expertise: like the expertise provided for the SEC,<sup>128</sup> the trade union delegates should benefit from expertise funded by the employer.
- ▶ Include in the obligation for fair negotiations, the obligation to transmit relevant information on gender equality within the scope of the negotiations (group, economic and social unit, etc.).
- ▶ Ensure awareness of the situation specific of each branch when collective bargaining on equality is undertaken at the level of the group of companies.
- ▶ Coordinate the information and consultation procedure of the SEC with negotiations: the collective agreement or the action plan must be tools used by the equal opportunities committee for women and men of the SEC where it exists.<sup>129</sup>
- ▶ Improve the effectiveness of the collective agreement or the action plan on gender equality by requiring, as a condition for approval, the establishment of a monitoring committee for the agreement or plan.
- ▶ Provide negotiators with simple tools for monitoring career development, and vertical occupational segregation.
- ▶ Develop indicators on the place of women and men in the lower classification levels and the 10 per cent lowest salaries.
- ▶ Work on women’s career management on the basis of these two indicator categories.
- ▶ Improve the predictability of working time and reduce atypical schedules. Conduct an evaluation of all occupational risks to which women and men are exposed respectively to highlight the “invisible” physical and mental constraints.
- ▶ Develop individual actions to reduce pay gaps (for example, a “wage catch-up” budget).
- ▶ Prioritize collective remedial actions (buying back quarters for parental leave, compensation of employees’ pension contributions during parental leave and excess pension contributions for part-time employees, fully funded by the employer).
- ▶ Provide for awareness-raising campaigns in male-dominated companies to increase the proportion of women in employment and combat stereotypes.

<sup>128</sup> The expert may, in certain cases, be fully funded by the employer (section L 2315-80 of the Labour Code).

<sup>129</sup> In the absence of agreement provisions to the contrary, the equal opportunities committee is obligatory in companies of at least 300 employees.

► **Table 12. Criteria to guide the quality assessment of the agreements and plans<sup>130</sup>**

Set up and define ahead of the negotiation	<p>Be precise about the subject and place of negotiation</p> <p>Establish a negotiation schedule</p> <p>Ensure that negotiations are “serious and fair”</p> <p>Be equipped with all documents useful to the negotiation</p> <p>Conduct a full and in-depth analysis of the documents</p>
Training of negotiators	<p>Identification of the various concepts: diversity, gender equality, equal treatment and discrimination</p> <p>Analysis of the BDES: identify the key indicators</p> <p>Clear definition of the concepts of “actions, progress targets and monitoring indicators”</p> <p>Establishment of a monitoring committee for the agreement</p>
An agreement instead of a plan	<p>Importance of negotiation</p>
Shared and quantified diagnostic study	<p>Establish detailed statistical data</p> <p>Set key indicators</p> <p>Put in place tools for monitoring career development, and vertical occupational segregation<sup>131</sup></p> <p>Utilize a tool to identify the gender distribution in the companies’ hierarchies (tool developed by Dominique Meurs)</p> <p>Utilize the APEC tools on the analysis of career development</p> <p>Utilize the “point cloud” method tools (Clerc method)</p> <p>Set indicators on the place of employees in the lower classification levels and the 10 per cent lowest salaries</p> <p>Set a synthesis indicator on pay gaps calculated on the basis of “all things being equal” and not on full-time equivalent</p>
Show in the diagnostic study the main areas for improvement that lay the foundations of a progress dynamic	
Act in a limited number of areas with a set of actions including concrete approaches	
Set progress targets and quantified monitoring indicators (for each action and in each area)	
Provide for a majority of “provision” and “incentive” type actions	<p>Although costly for the company, these are the ones which are most likely to generate a drive towards gender equality</p>
Draw up a budget for actions	
Establish a “wage catch-up” budget	
Act on working hours and conditions	<p>Provide for measures to adjust working hours (more flexible working hours where employees request it)</p> <p>Reduce shift work or late working hours</p> <p>Increase predictability of working hours (schedules issued in advance)</p> <p>Deal with arduous work</p> <p>Highlight “invisible” physical and mental constraints<sup>132</sup></p>
Provide for collective reparation measures	<p>For example, buying back quarters for parental leave, compensation of employees’ pension contributions during parental leave and excess pension contributions for part-time employees, fully funded by the employer.</p>

<sup>130</sup> This part reproduces, to a large degree, the conclusive elements of the study we led previously (Bucher et al. 2015).

<sup>131</sup> See the 2016 report of the General Inspectorate for Social Affairs (IGAS).

<sup>132</sup> Conduct an exhaustive evaluation of the occupational risks to which workers are exposed.



# ▶ Part 4

## Tripartite Consultation on the Report (9 December 2020)



## ▶ **Tripartite Consultation on the Report (9 December 2020)**

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### **Key points of the tripartite consultation on the report “Collective bargaining outcomes on gender equality in France: The case of ten companies in the Eurometropolis of Strasbourg”**

**(Paris, 9 December 2020)**

### **Overall assessment of the report**

- ▶ Very positive overall. The various stakeholders emphasized the interest and relevance of the study, the richness of its content and were in agreement with the issues put forward
- ▶ The findings are consistent with the feedback from the field survey
- ▶ The recommendations are considered interesting, and some of them are widely shared, in particular those relating to the importance of the analysis of the situation of women compared with men; of training for collective bargaining negotiators; and of corrective measures. However, some constituents pointed out that the study was carried out in a limited number of companies from which it is difficult to draw recommendations at the national level

### **Main points that came out of the meeting**

- ▶ Complexity of the subject of collective bargaining on gender equality
  - ▶ Complex and difficult to apprehend concepts, such as “equal pay for work of equal value” or the “invisible” skills and hardships associated with female-dominated occupations
  - ▶ A complex and changing legislative framework
  - ▶ A topic that requires ownership and time to be mastered and that is not always a priority in companies
  - ▶ A society-wide issue that requires the mobilization of all stakeholders, both public and private
- ▶ Relevance of collective bargaining to the quality of the text
- ▶ Importance of the quality of the indicators used to measure the gender pay gap and the provision of a salary envelope to cover upward wage adjustments, when and as needed
- ▶ An issue that cuts across the entire company and affects all areas of work organization
- ▶ Contribution of branch agreements
- ▶ Gender equality index
  - ▶ Usefulness of this tool, which highlights the subject of gender equality in employment and makes it a national priority
  - ▶ Risks and limitations for trade unions representing employees

- ▶ Gender equality indicators erase part of the gender pay gap
- ▶ A good rating under the Gender equality index is not necessarily an indication that gender-based discrimination in pay has been resolved.
  - ▶ The Index does not replace collective bargaining
  - ▶ Importance of having regular reviews
- ▶ Effects of the pandemic
  - ▶ A shared concern about the consequences for women's employment
  - ▶ Bringing to the fore "invisible" aspects of jobs, including working conditions, often performed by women
  - ▶ A risk that negotiations on this topic will be pushed to the back burner

## Conclusion

The constituents already consider it useful and relevant to make the study public



# ▶ References

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# ▶ Appendices

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## ▶ Appendix 1: International and European sources binding on France

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### International sources:

- ▶ ILO Constitution
- ▶ Part XIII of the Treaty of Versailles (1919) (art. 427) (original ILO Constitution)
- ▶ ILO Equal Remuneration Convention, 1951 (No. 100) of 29 June 1951 ratified by France and entered into force 10 March 1954
- ▶ ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111) of 25 June 1958 ratified by France on 28 May 1981
- ▶ ILO Workers with Family Responsibilities Convention, 1981 (No. 156) ratified by France on 16 March 1989
- ▶ Convention on the Elimination of All Forms of Discrimination against Women Convention, adopted by General Assembly resolution 34/180 of 18 December 1979 and entered into force 3 September 1981.

### European sources:

#### European Union:

- ▶ Treaty on European Union: art. 2
- ▶ Treaty on the Functioning of the European Union: arts 8, 10, 19(1), 153(1), 157
- ▶ Charter of Fundamental Rights of the European Union of 12 December 2007: arts 21 (non-discrimination), 23 (equality between men and women)
- ▶ European Pillar of Social Rights of 17 November 2017: principle 2 (gender equality) and principle 3 (equal opportunities)
- ▶ Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)
- ▶ Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC
- ▶ Directive (EU) 2019/1158 of the European Parliament and of the Council of 20 June 2019 on work-life balance for parents and carers and repealing Council Directive 2010/18/EU.

#### European Council:

- ▶ Convention for the Protection of Human Rights and Fundamental Freedoms, better known as the European Convention on Human Rights, signed on 4 November 1950 and entered into force in France on 3 May 1974: art. 14 (equality and non-discrimination)

- ▶ European Social Charter (Revised) 3 May 1996, entered into force in France 1 July 1999: art. 20, "All workers have the right to equal opportunities and equal treatment in matters of employment and occupation without discrimination on the grounds of sex"
- ▶ Convention on preventing and combating violence against women and domestic violence, 12 April 2011, known as the Istanbul Convention, entered into force in France 1 November 2014.

## ► Appendix 2: Glossary

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**Economic and Social Data Base (BDES):** this data base gathers ongoing information on the company or the group for the employee representatives. This information relates to accounting, employee numbers, investments, social expenses, outsourcing, the financial flows in the group and towards the company, as well as gender equality in the company. Its content and its terms of use may be subject to a collective agreement in the company.

**Social and Economic Committee (SEC):** this Committee is the new single information and consultation body for elected employee representatives established under Executive Order No. 2017-1386 of 22 September 2017. This body is mandatory in all companies of at least 11 employees from January 2020. In companies of at least 50 employees, it has important social and economic functions. It is mandatory to report to it and consult it, within the framework of the social policy, on the company's situation with regard to gender equality.

**Equal opportunities committee for women and men:** this Committee is established within the Social and Economic Committee in companies with at least 300 employees. It is responsible, particularly, with preparing the deliberations of the Social and Economic Committee regarding the company's social policy, working conditions and employment, in the areas falling within its competence.

**Trade union delegate:** the trade union delegate is an employee representative, nominated (not elected) by the representative trade union organizations which make up a trade union section within a company or an establishment of at least 50 employees. Through its intermediary, the trade union informs the employer of its demands and negotiates the collective agreements or pacts of the company or establishment. The status of the trade union delegate has not been impacted by the "Macron" executive orders.

**Level of collective bargaining:** in French law, a number of bargaining levels coexist. Agreements can be negotiated at national and intersectoral level. The national intersectoral agreements are sometimes negotiated prior to a vote on an Act. Negotiations are also held at the sectoral level to generate branch agreements. It is also possible to negotiate group collective agreements, inter-company agreements and company or establishment agreements. Although its regime is not set out in law, an agreement may be negotiated at the level of the Economic and Social Unit, which brings together several legal entities that have established relations with their activities, leaders and social policies.

**Managed collective bargaining:** the law provides mechanisms aimed at encouraging social partners to conclude collective agreements or establish an action plan. Two themes are currently covered: gender equality and the prevention of arduous work. If a company is not covered by a collective agreement or a plan unilaterally established by the employer, it must make a financial contribution, in line with the company's total payroll.

**Mandatory collective bargaining:** The Labour Code requires the opening of collective bargaining in branches and in companies on certain themes. In the company, negotiations are regrouped in three themes: working hours, remuneration and the share of value added; quality of working life and equality; and job management.

**"Macron" executive orders:** following the election of President Emmanuel Macron, several orders were drafted by the Government on social issues and adopted on 22 September 2017. The Parliament approved these orders in an Act of 22 March 2018. The orders are aimed at modernizing social dialogue by merging the bodies of elected employee representatives into a social and economic committee and decentralizing collective bargaining.

**Quality of working life (QWL):** the national interprofessional agreement of 19 June 2013, “Towards a policy to improve the quality of working life and occupational equality”, is the first to integrate gender equality into the quality of working life. This agreement understands quality of working life “as a feeling of well-being at work perceived collectively and individually, which encompasses the environment, the culture of the company, interest in work, working conditions, sense of involvement, degree of autonomy and responsibility, equality, the right of each person to make mistakes, and a recognition and valorization of the work performed” (section 1(2) ANI 2013). According to the agreement, “the integration of gender equality into the quality of life at work approach makes it possible to address themes that are closely interwoven but have been hitherto dealt with separately, in order to coordinate them dynamically” (section 1(8) ANI 2013). Since the so-called “Rebsamen Act” No. 2015-994 of 17 August 2015, annual bargaining on gender equality and quality of working life constitutes one of the three groups of mandatory bargaining.



## ► Appendix 3: Field survey questionnaires

### Research contract between the Strasbourg Labour Institute and the International Labour Office

**The dynamics of collective bargaining on gender equality in companies in France**

Aim of the study: to understand the dynamics of collective bargaining on gender equality and its impact on the situation of women and men in companies, particularly on pay gaps

### Questionnaire for human resources departments

Name of the company: .....

Address: .....

Activity sector of the company:

Industrial     Transport     Construction     Agriculture     Tertiary

Other: .....

Belonging to a group / company unit: .....

Date, time and duration of interview: Interviewers: .....

#### I. Interviewee's identity

1. Interviewee

Sex:     F     M

Surname/Name: .....

Age: .....

Job: .....

Length of service in the company: .....

#### II. General and specific information on the company

1. What collective agreement is attached to the company? .....

2. Tell us about the company's history: notable current and future developments .....

3. What is the total workforce of the company? .....

4. What are the core business lines of the company? .....

5. Are there trade union structures and employee representative bodies within the company? .....

6. What is the gender division of the total workforce? .....

7. What are the proportions of permanent contracts and part-time contracts, disaggregated by sex? .....

### III. Companies' human resources practices

#### Recruitment

- 8. What is the annual volume of recruitment and turnover rate? .....
- 9. What is the approximate distribution of occupations? .....
- 10. What are your recruitment criteria (excluding contract type)? Please provide examples.
- 11. Do you have difficulties in recruiting? .....
- Yes    No
- If yes, please note the positions that cause the most difficulties: .....
- 12. In general, have you noticed behavioural differences between men and women during the recruitment procedure (salary negotiation, length of interviews, questions about the company etc.)?
- Yes    No
- Please provide any details: .....

#### Career development and promotion

- 13. What are the criteria for promotions (time in service, goals, potential etc.)? .....
- 14. Have you set up actions to promote male or female employees who are under-represented in certain occupations?
- Yes    No
- Please provide any details: .....
- 15. Have you identified gender inequalities in terms of promotion?
- Yes    No
- If yes, in your opinion, what are the reasons for the gender inequalities in terms of career and promotion (physical capacities, management of working time, level of education)? .....
- 16. In general, do you consider that part-time employees are penalized in terms of career development?
- Yes    No
- Please provide any details: .....

#### Conditions and organization of work

- 17. Does your company have posts that involve shift work, night work, part-time work or exposure to arduous work (heavy loads, repetitive work, atypical schedules etc.)?
- Yes    No
- If yes, what are they? .....
- 18. Does your company take account of the personal situation of women and men?
- Yes    No
- If yes, how? .....

19. Are there departments with a majority of women or men?

- Yes  No

Please provide any details: .....

**Training**

20. Please describe your training programme.....

21. Have you observed a difference in the rates of access to training between men and women?

- Yes  No

How do you explain this? .....

Please provide any details: : .....

22. Have you observed difficulties (work-related or personal) for women in taking up training?

- Yes  No

Why do you think this is? .....

Please provide any details: .....

**R emuneration**

23. Have you identified gender pay gaps?

- Yes  No

If yes, what are the underlying reasons for these gaps? .....

24. What criteria do you use to assess the pay gaps (average, mean, by equivalent post category etc.)?.....

25. Have you set up actions to correct these pay gaps?

- Yes  No

Please provide any details: .....

26. Link between equal pay and the policy on promotion/training/parental responsibilities/ work-life balance

*Reminder of INDEX*

*Average pay for women and men by equivalent post category*

*Gaps in the rates of individual salary increases/ promotion rates*

*Information on the ten highest salaries Average/mean pay*

**Work-life balance**

27. In your company, are there specific actions to facilitate reconciliation of professional and private life? (schedules established in advance, meeting times etc.)

- Yes  No

If yes, what are they? .....

28. In general, do you think that parental responsibilities could pose an obstacle to career development?

Yes  No

Why? .....

## IV. The negotiation process and content of the agreement

### Reasons for negotiations:

#### Before the legal obligation

29. How long has the theme of gender equality been a matter of concern in the company?

30. What practices were put in place? .....

- ▶ Existence of an equal opportunities committee
- ▶ Existence of CSR, BDES etc.

31. When was the first agreement on gender equality? .....

32. What were the company's motivations for concluding that agreement (requirement to negotiate)?

- ▶ Diagnostic study
- ▶ Identification of the imbalances

#### After the obligation to conclude an agreement or plan since 2010

33. When was the "first" agreement or plan further to the legal obligation? .....

34. What were the motivations for the negotiation? Have these changed?

- ▶ Position of the legal incentive
- ▶ Position of the diagnostic study (discrepancy with practices, persistent imbalances)

35. How long was the negotiation? .....

36. How many agreements followed after the "first" agreement (date of conclusion, duration of validity)? .....

37. What are the reasons for the consecutive agreements?

- ▶ Request for revision by one of the signatory parties; request by the group, human resources, employees, employee representative body or OS; change of stakeholders
- ▶ Identification of new imbalances through the report on the "first" agreement or a CSR/BDES diagnostic study.

### Negotiation process:

#### Before the legal obligation

38. Level of negotiation (coordination of branch agreement: reasons for internal negotiation, difference with branch agreement) //Associations with other agreements (Annual Mandatory Negotiations (NAO), Strategic Workforce Plan (GPEC), training etc.) //Stakeholders (partners: trade union organizations, employees, CE etc.) //Existence of consensus/conflicts during negotiations //Interest

### After the legal obligation

#### 39. Negotiation process

- Duration of negotiations/Frequency of meetings/Existence of consensus/confrontations during reviews/Points amended through negotiations related to the "first" agreement

#### 40. How has the legal obligation changed the negotiation process?

- Fewer/more confrontations
- Longer/shorter negotiations
- Other

### Content of the agreement on gender equality

#### In advance: role of the diagnostic study

#### 41. Conducting the diagnostic study:

- Conducted exclusively through CSR/BDES or based on an additional study?
- Who are the stakeholders (equal opportunities committee, CE, OS etc.)
- What difficulties were met?

#### 42. What contribution does the diagnostic study make to the negotiation

- a. Exposure of unknown or new imbalances? YES/NO
- b. Useful for building the agreement?
  - To what extent did the diagnostic study help with the choice of areas and actions?
    - ie. What was the process of moving from the diagnostic study to the identification of problems then to the selection of areas and of actions for each area?
  - Help in setting objectives, including their quantifiability?
  - Help in choosing monitoring indicators?

#### Content of the agreement or plan: areas of action and actions

#### 43. What were the motivations for the selection of areas of action, and for areas and actions?

#### 44. What were the difficulties encountered and motivations for the selection of relevant actions?

#### 45. Renewal and possibility for development?

- Increase in the number of areas?
- Adjustments to the actions?
- Introduction of new actions?
- Discontinued actions?
- Actions carried out but not mentioned in the agreement?

**Effectiveness of the agreement (overview: changes since the first agreement and since the following for women and for all employees) / State of progress of the quantifiable measures and observations**

46. Appropriation of the agreement or the plan by employees

- ▶ What is their knowledge of the agreement?
- ▶ What is the extent of circulation of the agreement?
- ▶ What is the extent of mobilization around the agreement?

47. Implementation challenges

48. How is the agreement monitored? What is the role of a monitoring body?

49. What is the impact on:

- a. the development or structure of jobs in the company;
- b. promotion;
- c. the organization of work; and
- d. remuneration (reduction of gaps, “wage catch-up” budget)?

## **V. Implementation of the gender equality index**

50. What knowledge of the tool is there?

51. Support and implementation: what role do the DIRECCTE advisors have? What are the needs?

52. What is the calculation method (based on socio-professional categories, classifications)?

53. How is implementation carried out (software, calculations)?

54. Will the index be made public?

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