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The negotiation of collective agreements in France: Challenges and characteristics of negotiating gender equality

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Abstract:

The negotiation of corporate agreements in France, the cornerstone of labor relations, has been the subject of much research. However, few address the issue of the process of the negotiation of a company agreement on gender equality, a theme that has been mandatory since the Génisson 2001 Act. This issue presents certain particularities (the transversal nature of gender equality across various Human Resource areas, legal framework obligations, etc.) that may affect the negotiation process. To clarify this issue and to enrich both the literature on labor relations and the literature on gender equality our contribution seeks to identify the characteristics relative to negotiations on gender equality. As part of a CIFRE thesis (Industrial Convention of Formation by Research) and using participant observation in the negotiation of a corporate agreement on gender equality as well as interviews conducted with both union and management negotiators, we have been able to identify certain characteristics particular to negotiations on gender equality compared to the negotiation of agreements on other subjects. In particular, the definition of the theme of negotiation (gender equality) plays a central role in the negotiation; the transversal nature of this theme to various HR processes (recruitment, remuneration, promotion...) has strong implications on negotiators' bargaining leeway as well as on the role of unions vis-à-vis management; finally, the documented legal framework that attaches great importance to statistical indicators, can result in unattainable quantified commitments being included in the agreement.

Keywords: negotiation, corporate agreements, gender equality, labor relations, case study

INTRODUCTION

Corporate negotiation in France has been the subject of many studies, in labor relations (Morel, [1991] 1997; Thuderoz, 2013, ...), management (Laroche and Schmidt, 2004; Garaudel, Noël and Schmidt, 2008), and also in regulation theory (Reynaud, 1979; Morel, 1981; Reynaud, 1988; Reynaud, [1989] 1997; Reynaud, 1991; ...). This work applies to labor relations within French firms, employee representation by trade unions and the negotiation of collective agreements. It is indeed a key issue at a time when legal obligations in terms of negotiation are reinforced (negotiation for the handicapped, management planning of employment and skills ...).

However, few studies question the specificity of certain subjects of negotiation in relation to others, and the influence of the theme negotiated on the negotiation process. The work produced from the theory of regulation rarely addresses the negotiating topics themselves, generally considering "negotiation" as a uniform issue. Other works (Garaudel, Noël and Schmidt, 2008; Dequecker and Tixier, 2013) study specific negotiations and signed agreements (restructuring agreements, negotiations related to work organization), without necessarily questioning the specific character of the topics in the studied negotiations. It appears to us that certain topics for negotiation may contain characteristics affecting the negotiation process and in this paper we focus more precisely on the theme of gender equality.

Gender equality has been the object of significant strengthening of the legislative arsenal in France since the second half of the twentieth century, including obligations affecting large companies. Notably, the Roudy Act of 1983 and the Génisson law of 2001 resulted in obligation of means for businesses, particularly the obligation to produce an annual report on situational comparisons ("RSC" in French) between women and men and to negotiate three-

year agreements on gender equality. The 2006 law on equal pay and Cope-Zimmerman Act of 2011 then conferred obligation of results on companies regarding equal pay and women's access to positions of responsibility. More recently, the 2014 law on "real equality between women and men" has strengthened penalties for companies not complying with their legal obligations.

This article focuses specifically on the obligation to negotiate a company agreement on gender equality. Many studies address the content of enterprise or subsidiary agreements on gender equality (Laufer and Silvera, 2004; Silvera and Laufer, 2006; NAALC, 2008; Laufer, 2008; Rabier, 2009, CSEP, 2014; ...), on union mobilization on this theme (Ardura and Silvera, 2001; Guillaume, 2013; ...) or on the representation of women in trade unions and policies within trade unions in favor of internal diversity (Ardura and Silvera, 2001; Guillaume, 2007; Guillaume and Pochic, 2009; Buscatto, 2009; ...). Nevertheless, very little research addresses the process of negotiating a company agreement on gender equality.

Yet a number of characteristics specific to gender equality can influence this process: while sometimes considered a secondary theme, unequal professionalization of union representatives and management on this topic can be influential (Ardura and Silvera, 2001; Guillaume, 2013), as well as the relatively precise legal obligations (Rabier, 2009).

Our work seeks to identify if, and to what extent, the specificities of the theme of gender equality alter the collective bargaining process on this same subject.

To understand this question, we conduct a case study (Yin, [1984] 1989) in a large French corporation. After a review of the academic literature on labor relations in France and on

gender equality agreements, we describe this case, the research design employed, outline the main empirical results and finally conclude and discuss the contributions of our work.

1. LITERATURE REVIEW

The academic literature on corporate negotiations in France is relatively rich and multidisciplinary. The subject of agreements on gender equality has also given rise to numerous studies. However, there are few studies combining these two aspects, namely work studying the corporate negotiation process on the specific topic of gender equality.

1.1. THE PARADOX OF COLLECTIVE BARGAINING IN FRANCE

Numerous academic studies have focused on various aspects of "French labor relations": in particular, low union membership that does not preclude strong contractual protection, and the characteristics of business negotiations that reflect a relatively conflictual vision of labor relations, despite certain developments.

1.1.1. Figures regarding labor relations in France

One of the major characteristics of labor relations in France is its low unionization rate, which is about 8% in total and 5% in the private sector (Amossé 2004; Hadas-Lebel, 2006; Cahuc and Algan, 2007; Wolff, 2008; ...). However, this low rate does not prevent strong contractual coverage: in particular, agreements signed by unions within a company are applicable to all company employees, whether unionized or not. This ultimately gives unions major power *via* the signing of agreements, even though they are founded on a relatively small employee base.

The focus here is on the process of negotiation and signing of business agreements which involve company management and representatives of the trade unions (Amossé and Jacod,

2008). Approximately 40,000 corporate agreements were registered in 2012, an increase of approximately 15% compared to 2011. This increase is partly explained by the strengthening of negotiation obligations regarding gender equality and the prevention of hazardous working conditions (DARES, 2013).

1.1.2. The characteristics of collective bargaining in France

In France, company negotiation (in particular, for corporate agreements) fall within the category of collective bargaining (periodic and institutionalized negotiation), which, as highlighted by Reynaud ([1989] 1997), has several characteristics: focus on certain areas of company life more than others; permanent redefinition of areas covered or not covered; centralization of negotiation; "natural selection" of rules according to the means that actors have to enforce them and not necessarily on their relevance.

In addition, Reynaud's work (1979; 1988; [1989] 1997, 1991) shows the distance that can exist between regulatory control, local regulation and self-regulation highlighting the difficulties of taking into account local characteristics while negotiating an agreement centrally.

Other studies point out that the signing of an agreement involves a long-term commitment for the enterprise: the unions often consider the measures included in an agreement as "vested interests" from which the company will not return, in reality committing the company for much longer than the official duration of the agreement (Tixier, 2002).

Finally, French collective bargaining is characterized by a conflicting vision of labor relations (Garaudel, Noël and Schmidt, 2008), which considers labor relations as a "zero sum game" (Laroche and Schmidt, 2004; Chanel, 2007) sometimes preventing co-construction of an agreement because the negotiation is considered distributive rather than integrative (Kolb and Putnam, 2004).

These characteristics, however, should not mask the diversity of negotiation situations among differing companies. Defalvard, Guillemot, Lurol and Polzhuber (2008) emphasize the plurality of typologies in power relations resulting in four different negotiating modalities: no negotiation in institutions marked by a confrontational history of labor relations; lack of negotiation in small establishments marked by management domination; negotiation inscribed as part of a long-standing company tradition; negotiation characterized by strong pragmatism on certain issues identified as priorities.

Neither should these characteristics hide the changes that corporate negotiation has known: the growing submission of the negotiated agreements to external imperatives of profitability and therefore to budgetary requirements (Groux, 2012), the growing importance attached to compromise and to the culmination of negotiations in a signature (Tixier, 2008; Thuderoz, 2013; Jacquier, 2014) and the growing weight of legal obligations for certain themes, such as quality of work life, the prevention of hazardous working conditions and gender equality (DARES, 2013), which may require significant work not only for compliance but also in anticipation of legislative changes.

Concentrating on the negotiation of gender equality agreements in France, we find that many academic studies have examined these agreements once signed.

1.2. CORPORATE AGREEMENTS ON GENDER EQUALITY: DISTINCT HETEROGENEITY

The literature has shown, in particular, the fact that gender equality is a polysemic concept, which can therefore refer to different realities according to the agreements reached; it also highlights the heterogeneity of the agreements themselves regarding their approach, level of commitment and content.

1.2.1. Gender equality, a polysemic concept

Several academic studies emphasize gender equality as a polysemic concept, in terms of its logic and contours. Among other aspects, this corresponds to tensions within the law, between legal logic and management logic and between family, social, educational, and employment policies (Laufer, 2014).

By relying particularly on the work of Laufer (2008), we identify two major logics in gender equality:

- equal treatment: equality that seeks to fight against direct and indirect discrimination, opening the way for so-called affirmative actions;
- equal opportunity: based on affirmative action, which seeks to restore equality by encouraging disadvantaged groups (in this case, women) to correct pre-existing inequalities.

In addition, gender equality contains many dimensions that serve to sketch the contours of this concept. By drawing on various academic works (Ardura and Silvera, 2001; Fraise, 2002, 2004; Bereni and Revillard, 2007; CSEP, 2014 ...), we can identify different axes of gender equality: diversity, women's access to positions with increased responsibility, equal pay, etc., to which we can also add axes less directly related to gender equality, such as the struggle against harassment on the job (Hamel, 2008), or work/life balance (Lewis, 2006; Tomlinson and Muzio, 2012).

These multiple meanings of the gender equality concept are reflected, as we will see, in corporate agreements, which may adopt a logic of equal treatment or a logic of equal

opportunity, and may have an inclusive or a restrictive vision of the borders of gender equality.

1.2.2. Approaches and degrees of heterogeneous commitment

In 2011, agreements on gender equality represented 16.3% of signed agreements, compared to 9.3% in 2010, an increase that may be due to the financial penalty established at the end of 2010 for companies not respecting their obligations to negotiate on this subject (DARES, 2013). However, in July 2014, only 34% of companies subject to this law are covered by an agreement or action plan (CSEP, 2014).

Nevertheless, a signature on an agreement does not guarantee the development of a truly committed policy on gender equality: it is necessary to examine the actual contents of the signed agreements.

A study of signed agreements on gender equality shows that they do not all adopt a structural approach to gender equality integrating all topics that have been mentioned above (Rabier, 2009): companies can prioritize some aspects, with the issues of working conditions, recruitment and questions of classification being among those less often discussed (APEC, 2012). We again note heterogeneity in the degree of corporate commitment to agreements, and can identify three levels of engagement: the application of a principle of equality, the application of a principle of proportionality, the organization of corrective actions with the definition of quantified objectives (Laufer and Silvera, 2006).

1.2.3. Measures and management tools oscillate between equal treatment and equal opportunity

As we have seen, gender equality can lead to action affecting various HR areas: recruitment, remuneration, promotion, mobility, training, maternity and parenting leave, part-time work

and flexible work schedules. From different academic studies on corporate agreements on gender equality (Laufer and Silvera, 2004, 2006; Lemièrè, 2005; Guillaume and Pochic, 2007, 2010; Laufer, 2008; Rabier, 2009), we can identify several examples of various measurements on these areas, as well as certain of their characteristics (Table 1).

Table 1. Examples of measures included in several agreements on gender equality

(Sources: Laufer and Silvera, 2004, 2006; Lemièrè, 2005; Guillaume and Pochic, 2007, 2010; Laufer, 2008; Rabier, 2009)

HR Domain	Examples of measures
Recruitment	<p>Reminder of the prohibition of discrimination, commitments on the wording of job offers (legal obligations)</p> <p>More proactive action: quantified commitments on the percentage of women in recruitment, engagement of priority given to women in the event of equivalent competence, practical partnerships with schools to create more feminized recruiting pools.</p>
Remuneration	<p>Diagnosis of wage inequality not always realized</p> <p>Implementation of catch-up salary budgets, commitment to not re-create new inequalities by paying attention to average increases</p>
Promotion	<p>Commitment to equality of treatment in awarding promotions, proportionality</p> <p>commitment to women's access to promotion, measures to promote female candidates with equivalent skills</p>
Mobility	<p>Sensitive issue for companies as studies have emphasized the negative effect of mandatory mobility policies on women's careers</p> <p>However, the National Interprofessional Agreement of 2004 on diversity and equality in the workplace anticipates taking into account the constraints related to parenthood for positions requiring mobility</p>
Training	<p>Commitment to consider the percentage of women within unskilled labor. Setting up financial support for child care to help employees bear the additional cost of child care that job training may entail</p>

Maternity and parental leave	Neutralization of maternity leave wages (legal obligation) In some agreements the use of the term "parenting", denoting the will to encourage the involvement of fathers in the management of family demands
Part-time work	Theme causing debates, as part-time work can bring more flexibility in the management of family and work constraints, but may disadvantage women, the majority among part-time workers (Maruani 2004; Lanquetin, 2011) Wide variety of business practices exist
Teleworking and flexible work hours	Area inconsistently addressed by gender equality agreements, but can be addressed in other agreements (work/life balance, for example)
Union feminization	Very few signed agreements deal with this issue

It appears that the measures defined in gender equality agreements can be primarily based on either a logic of equal treatment, or of equal opportunity. Certain topics are shown to be unevenly addressed by the agreements (mobility, flexible working hours, teleworking, taking account of parenting and family constraints, in particular). This corresponds to what has been presented above, namely the fluctuating nature of the boundaries of the notion of gender equality.

Note that gender equality policies are not confined only to agreements, as they may also include measures defined by top management and that are not subject to negotiation. However, here we focus on negotiation, and therefore on company agreements resulting from these negotiations.

The academic literature is quite abundant on both the topic of the negotiation of corporate agreements and on the corporate agreements themselves on gender equality once definitively signed. However, we note that there is little work on the process of negotiating gender

equality agreements, which would address the specificities of business negotiation on gender equality as compared to agreement negotiations on other issues. Our work focuses precisely on this question: the process and characteristics of negotiating corporate agreements on gender equality.

2. THE CASE STUDIED AND THE METHODOLOGY USED

To address this question, we have conducted a case study (Yin, [1984] 1989) within a major French company, which shows a great commitment towards gender equality. This work on the negotiation is part of a broader study on gender equality policy conducted as part of a PhD, which combines both a qualitative and quantitative approach. For the study of negotiation, we have made particular use of the participant observation method for the negotiation of the gender equality agreement that was negotiated and signed in 2014 and conducted nine interviews with the negotiators from both the unions and management.

2.1. CASE STUDY

We conducted our study in a large French company (hereafter referred to as EF), a former state-owned company privatized since the 1990's. EF employs both public employees (62%)¹ and contract staff. Its business includes technical and commercial occupations. Its equal opportunity policy, of which its gender equality agreement is the cornerstone, is fairly proactive.

2.1.1. Description of the company

EF is a large international group, previously French state-owned, operating in a former monopoly sector which is now open to competition. Specifically, EF has been gradually

¹ All figures given date from December 2013.

privatized since the 1990's, which allowed its international development as well as recruitment of private employees in France. The privatization was accompanied by the opening of competition in the sector. This has created several issues for EF, among others:

- winning and retaining customers: today EF seeks to stem the erosion of market share that the company has experienced following the opening of the market to competition;
- technological innovations: the sector in which EF evolves is characterized by a wave of technological innovations, and several industry players have disappeared because they have been unable to anticipate and integrate innovation;
- workforce management: still comprised of a majority of former public employees, in a difficult economic environment, the company cannot dismiss employees but can recruit very few.

EF's organization is comprised of both employees covered by the agreement, that is to say employees of EF in France, excluding affiliates (about 90,000 employees), and other employees not covered by the company agreement on gender equality, that is to say international and affiliate employees (about 70,000).

Among employees of EF covered by the agreement, several segments can be identified:

- management and non-management: non-management represents 56% of the workforce;
- former public employees and contract staff: public employees represent 62% of the workforce, a proportion that has been steadily declining since the recruitment of public employees was interrupted in 2002. EF now recruits only private employees;
- technical and commercial occupations: technical trades (IT, networks) cover about 40% of the workforce.

2.1.2. Gender equality within EF, several challenges but a proactive policy

EF has encountered several issues related to gender equality:

- overall feminization of professions but with a continuing exclusion of women from technical trades: the overall percentage of women in the company is now 36%, but the percentage of women in technical fields is less than 25%, and is even less than 5% in certain trades while it reaches 50% in non-technical areas.
- feminization of recruitment: each year the rate of female recruitment for permanent contracts is lower than the overall workforce feminization rate (36%) since 2010;
- feminization of management positions: the percentage of women in senior management is 32%, and that for the 1200 highest positions is 24%.

However, on equal pay, the company is well positioned as their overall pay gap for full time positions is 9% (against 14% nationally on the gross annual remuneration expressed in hourly wage in 2009, see Muller, 2012), and is less than 5% when taking into account hierarchical level (all things being equal, the French pay gap is 9% in 2009, see Muller, *ibid.*).

To meet these challenges, the company has implemented a relatively proactive policy of equal opportunity, notably through successive agreements (EF signed its third agreement on gender equality in 2011, its fourth in 2014).

The gender equality agreement of 2011 is composed of different themes: employment and recruitment, remuneration policy and equal pay, equality in professional development, access to professional training, organization of work and health, work/life balance, mix of personnel representation, communication and awareness – and finally a section dedicated to the organization of labor relations and the modalities of deployment and monitoring of the agreement.

This agreement is inscribed in the tradition of the company and its agreements and reflects a high level of commitment. First of all, it is based on the adoption of "affirmative" measures (Laufer and Silvera, 2006). More precisely, it is part of a logic of equal treatment, seeking to strengthen equal treatment of women and men, with some measures oriented towards affirmative action, such as the definition of an additional budget for the promotion of women, and others toward the priority recruitment of women in the event of equivalent competence. It is therefore an intermediary between a "radical" and a "liberal" approach to gender equality (Bender and Pigeyre, 2004, p. 203). Second, it is based on a structural analysis of gender equality (Rabier, 2009), defining a large set of indicators: to the 24 legal indicators are added 61 indicators from signed agreements that were the results of negotiations with the labor unions. Third, it includes measures covering other components of this issue and is thus committed to an "integrated approach" to gender equality (Laufer, 2008).

EF also defines and implements measures on gender equality outside the limits of company agreement. Some of these measures are similar to those described by Dobbin, Kalev and Kelly (2006): measures to change the structure of responsibilities (establishment of committees dedicated to gender equality, for example), measures to reduce decisional biases and stereotypes (training courses on gender equality or on diversity destined for managers, in particular) and measures to reduce women's social isolation (women's networks, a mentoring system for women, for example). Communication and awareness campaigns are also implemented, again outside of the strict limits of the company agreement.

EF has thus defined a relatively proactive policy on gender equality. This may explain the privileged position and image that EF has on this subject: regularly quoted in the media as a company well-positioned on gender equality, rewarded by many trophies, the external image

of EF in this area is very positive, which, in consequence, can help to create the positive perception that employees have of EF's positioning on the subject.

2.1.3. Labor relations at EF: the positioning of the unions in terms of gender equality

EF union representatives (those who negotiated the gender equality agreement) are, in decreasing order of company representation (measured at the 2011 elections where the turnout was 75%): CGT (23%), CFDT (22%), South (19%), CFE-CGC (15%), FO (14%). Our observation of the negotiation along with our conversations and reading of the leaflets that were regularly received, gave us a broad outline of the positioning of the various unions, illustrating the variety of their identity (Laroche and Schmidt, 2004), and enabling us to assess their degree of professionalization on gender equality.

Overall, the CGT signs few agreements, gender equality being no exception. Their representatives negotiating gender equality (women only) seem relatively professionalized but are not very proactive, which can be explained by an expectation of non-signing which, in turn, reduces their "bargaining power" (Kolb and Putnam, 2004). Note that the union has imposed parity in its governing bodies since 1999.

The CFDT has a posture that appears constructive based, among other elements, on frequent agreement signatures, (it is the national organization signing the most agreements) (Hadas-Label, 2006). It is seen as reformist and open to negotiation (Cadin, Guérin and Pigeyre, 2007, p 100;. Dequecker and Tixier, 2010). The CFDT sends highly professionalized representatives to negotiations on gender equality at EF; the union has engaged in a policy of quotas since the 1980's (Laufer, 2014), and in 2012 implemented a "Diversity Action Plan."

SUD is perceived as being centered on strong values, including that of democracy, which leads it to accord importance to the opinion of its constituents for determining strategy. The

representatives of SUD demonstrate high professionalism on gender equality, and the union itself is also involved, having created a platform for women's rights, as well as a "Commission for Women".

FO previously focused its demands on pay, but today also focuses on employment. Note that it has known difficulties, at EF as well as on a national basis (Cadin, Guérin and Pigeyre, 2007, p. 100), due to its status as a minority union, even if its representation at EF is quite respectable. A representative of FO is known to be especially professionalized on gender equality and makes claims which underline his/her excellent knowledge of the subject and company. At the federal level the organization is committed to creating, for example, a "Gender equality" commission (Syndex, 2005).

The CFE-CGC looks different at EF than it does in other companies where it is represented: its electorate is found equally in both management and non-management and the union positions itself more as a challenge to company policy. However, we still find in the CFE-CGC at EF "strategic hesitations" and "distortions" of a union whose electorate is both changing and heterogeneous (Béthoux, Desage, Mias and Péglise, 2011). Finally, none of the representatives of the CFE-CGC demonstrates great professionalism on gender equality, while nationally the federation is engaged in fighting for women's access to management positions (Syndex, 2005).

2.2. METHODOLOGY

In order to study the negotiation of the agreement within EF, a dual approach was employed: we conducted participant observation during the negotiation of the company agreement on gender equality in 2014 and organized nine semi-structured interviews with negotiators so as to study policy construction.

2.2.1. Participant observation in the negotiation

To study the construction of the negotiated policy we attended the negotiating sessions for the gender equality agreement of 2014. Specifically, we first participated in debriefing sessions for the 2011 Agreement (end 2013). This assessment, based on quantitative indicators, an interview survey among the various players in gender equality, a questionnaire survey of managers and focus groups of employees and women's networks, would be the basis for negotiating the next agreement.

Following that we then had the opportunity to attend the 12 negotiating sessions of the 2014-2017 agreement, where there were between 20 and 30 participants (representing four unions and the management team). This opportunity proved to be very enlightening in terms of understanding the process of collective bargaining (Garaudel, Noël and Schmidt, 2008) and to compare it with what is described in the academic studies mentioned above. Attending these sessions allowed us to assess the degree of union professionalization on gender equality and also the importance attached to gender equality in the business's labor relations, which are a few of the remaining issues at the national level (Bloch-London and Péglise, 2008; Defalvard, Guillemot, Lurol and Polzhuber, 2008; Laufer, 2014). For our analysis, we have primarily used grids from the academic work on negotiation (notably Strauss, 1992, Rojot, [1994] 2006) which include: number and experience of the negotiators, pace of the negotiations, balance of power, nature of the individual negotiators' respective issues, visibility of the negotiation, theme of the negotiation, legitimacy of this theme and alternatives to negotiation, which Rojot (*ibid.*) brings together under the concept of the "negotiating framework".

In addition, we took part in the preparatory sessions, during which the management negotiating team (comprised of representatives of the departments of gender equality, recruitment, remuneration, social relations ...) had to discuss about the measures to include; it was therefore a form of "intra-party negotiation" (Rojot, [1994] 2006).

For both the negotiating sessions and the preparatory sessions, we noted down each element that seemed important, regarding the grids produced by Strauss (1992) and Rojot ([1994] 2006). We chose not to record the sessions, for fear that it could prevent us from attending those sessions and that it could have an impact on the negotiation.

Finally, we participated in the agreement writing process, which allowed us to better understand, on the one hand, the general process of agreement writing and on the other hand, the way in which policy is formalized in the writing, the structure, and the vocabulary used.

2.2.2. Interviews following negotiation

After the negotiation, we conducted five semi-structured interviews with the key union negotiators who signed the agreement. To continue to refine our results we added four additional interviews: one with a representative of the Labor Relations department and four others with key negotiators originally interviewed.

The purpose of the five first interviews was to gather the impressions of union representatives on the negotiations that had taken place, as well as to better understand certain union logic and strategy. Some points that had "surprised" us during the negotiations, such as the emphasis on quantified commitments or reference to other business negotiations (which will be discussed below) were also a topic addressed during these interviews.

The purpose of the last four interviews was to better grasp and identify the specifics of the negotiation on gender equality as compared to other negotiations. Indeed, these four respondents (from both management and union) have had the opportunity to participate in other negotiations (on wages, quality of work life, intergenerational...).

3. RÉSULTS

Our results highlight several specificities of gender equality that influence the process of negotiating agreements on this theme: the polysemy of the gender equality notion which creates differences in concept definitions between union and management and implies therefore that the definition of gender equality becomes, in itself, a negotiation issue; the transversal nature of gender equality across various HR processes (recruitment, remuneration, promotion, training ...) which implies a sort of dependence on the part of the department of gender equality for the implementation of gender equality vis-à-vis other divisions and thus a slightly different role from the unions' role in the negotiations; finally, the legal framework which has a strong impact on the negotiations, particularly due to the importance attached to numerical indicators. The combination of these different aspects has a strong influence on the negotiation process leading to agreements on gender equality.

3.1. Union and management: divergent concepts of gender equality

We have seen in our literature review the polysemy of the notion of gender equality. This polysemy implies a possible variety of concepts for gender equality.

In particular, our work shows that unions and management do not necessarily have the same conception of equality in the workplace, and this divergence has more of an effect on the actual contours of gender equality than on its logic.

The union representatives interviewed support a logic that indeed would be a compromise between equal treatment and equal opportunity (which is, as we have seen, the logic of the EF agreement), specifically emphasizing the need for affirmative action. Note, however, that this position of the union representatives at EF is not necessarily shared by their federation, for example, the representative of FO.

“As for FO, we will tell you that we are against all discrimination, and therefore necessarily affirmative action is just as wrong as negative discrimination. For me, I say that that women have been kept down for so many years that if for once we had a bit of advantage that would not be so bad.” FO negotiator

Finally, it is more in terms of the contours of gender equality that management and unions disagree. Broadly speaking, unions are looking to expand the concept of gender equality, bringing in dimensions that are not always directly related (the rapprochement of spouses, in case of mobility, for example), while management seeks to prevent this expansion. Note that amongst themselves, the unions can also disagree, with some unions wishing to expand the notion of equal opportunity even more - for example, CGT demanding more in regards to the establishment of nurseries, a view which is not totally shared by the others.

This divergence of opinion is due, in part, to the inherent difficulty of precisely defining the concept of gender equality (referring back once again to the polysemic nature of this notion), allowing the unions to incorporate demands which had been previously been rejected in other negotiations in order to continue pushing these demands in an agreement on gender equality (e.g., the carry-over of promotion budgets for women to an additional year, an application which had been denied during wage negotiations during which these budgets were defined).

A second reason for this divergence may also be at work here: the transversal nature of gender equality to different subjects (employment, promotion, compensation...) necessitates that these topics are addressed in an agreement, even though the management of gender equality does not have the power to construct a policy for areas not falling strictly within the field of gender equality. We will now discuss this point more fully.

3.2. The transversal subject of gender equality: implications

Our results show that the transversality of gender equality to different HR processes has several implications that we will now develop: gender equality is directly or indirectly addressed in other agreements within the company, which thus limits management's room for maneuver in negotiation for gender equality; this transversal aspect also implies a form of dependence on the part of gender equality management vis-à-vis other departments concerned, which implies that the unions can become "allies" in the negotiations.

Despite the transversality of gender equality to the different aspects of business life, gender equality management does not have the power to build a policy that goes beyond the strict framework of this theme, which limits its maneuverability and is a form of contradiction generating potential conflicts. Thus, on the question of mobility, the unions asked to integrate it into gender equality agreement measures on the "GPEC" (job skills and management planning), for example on the rapprochement of spouses. Management refused because the agreement on the "GPEC" was in the process of renegotiation; incorporating commitments of this agreement into the gender equality agreement would have led to sustaining certain measures that were still being renegotiated, and which the department for gender equality had not the right to do as it is strictly speaking outside the field of gender equality. One negotiator regrets the fact that this limits maneuverability for the negotiators, management, as well as, the union.

"There should not be limits on the field of pro equality because of these other areas of agreement. There is no legitimacy in limiting the field of gender equality." SUD Negotiator

Moreover, because of the transversal aspect of gender equality, the department of gender equality must always seek the opinion of other departments (in particular, remuneration but also recruitment, for example) on potential measures to propose in the framework of the negotiation. It is during the preparatory meetings that a form of negotiation is established between the gender equality management and these other departments. This phenomenon of internal negotiation, which can be called "intra-party negotiations" (Rojot, [1994] 2006), creates dependency of the gender equality department on other departments.

Paradoxically, the unions can then act as a counterweight to the imbalance created by the interdependencies and as a result some demands will be accepted by these other departments when they are made by the unions, while denied when they come from the department of gender equality (conducting follow-up on gendered internal mobility, for example). This could lead the department of gender equality to hope that the unions would include other particular demands (e.g., the continuation of measures related to equal pay), which would then have a chance to be accepted as a union claim. The fact that some union negotiators for gender equality also participate in the annual negotiations on wages guarantees the taking into account of gender equality in a negotiation in which the department, itself, of gender equality does not participate, and in which, among others, catch-up salary measures are defined.

It is important to underline that this particular role that the unions can play - as "allies" in changing policy – comes, as mentioned above, in large part from the dependence that the gender equality department has on other departments, a dependence which is itself due to the transversal nature of the theme of gender equality. It makes professionalization of union representatives on gender equality all the more important and yet which remains, as we have seen, uneven.

3.3. The effects of the legal framework on the process of negotiation: indicators of unattainable promises

The legal framework on gender equality is very extensive. In particular, it structures the obligation to negotiate and also places great importance on quantifiable indicators. The legal framework thus defines a list of 24 indicators to be presented in the RSC (Article D2323-12 of the Labor Code) including, for example, the gendered breakdown of employees by professional category, by type of work contract... Several union representatives, and notably a representative of SUD, consider indicators valuable in diagnosing inequalities and in having these inequalities recognized by the employer. This prompted SUD to demand a significant number of indicators in the agreement: the gender equality agreement of 2011 defines an additional 51 indicators to be added to the 24 legal indicators, and an additional 10 indicators asked for by the unions for the duration of the 2011 agreement. EF therefore has a total of 85 indicators to analyze and present in the annual reports on gender equality ("RSC" in French).

"Experience shows that it is necessary to obtain the agreement of the employer on the analysis of the situation. The historic battle on the RSC made sense. [...] The bulk of our first battles were the analysis of the situation, including obtaining new indicators. [...]"

Q: Why is it necessary to objectify gender equality?

"Because [...] precise elements are required to analyze the situation, which will then enable the employer to recognize the inequalities and the action of objectifying, if an inequality is demonstrated, may allow progress on corrective measures." SUD Negotiator

If these indicators are invaluable in recognizing inequality, it is also because the theme of gender equality has another characteristic: the difficulty for the employees themselves to

identify, from their own experiences, situations of inequality due to their lack of information on the situation of their colleagues – information which is obviously needed for issues of equal pay. Given this lack of information, employees have very few demands on this subject, which changes the role of union negotiators, who must construct their claims, not only from those of the employees, but by using these numerical indicators that allow them to identify inequalities.

"According to their sensitivity on the subject, there are some women who say there is no problem. Employees may know to tell you the light in their office is broken, but not that they are less successful than others because they are women."

FO Negotiator

In conjunction with this importance attached to the indicators, the legal framework also requires the definition of quantified "growth targets". Gender equality is a subject on which the figures (e.g. the company's feminization rate) change little, and on which actions more often have long term, as opposed to short term, effects (e.g., taking action in middle or high schools would only have a long term impact on the feminization rate within technical trades). The scale of percentages is therefore not appropriate for the measure of growth over three years (the duration of an agreement on gender equality): thus, the progression year after year in the rate of feminization for a company the size of EF is measured largely in decimals, a fact that has been emphasized by a negotiator. This explains why goal setting leads to a paradoxical situation for commitments recognized by the unions, as well as management, as unattainable.

"Yes, on the evolution [of the feminization rates by hierarchical level], it is true that it is unattainable. But then you're not going to set an increase of 0.000

because that makes no sense, but you can put unattainable commitments in agreements anyway that will, at least, make things happen." FO Negotiator

Basically, the legal framework has a strong influence on negotiation by the importance attached to indicators as well as quantified targets, which can lead to the definition of unattainable commitments in the agreement, on a subject on which the employees may have few demands.

3.4. Summary: the specifics of negotiating gender equality

In this section, we synthesize the group of items particular to the negotiating of gender equality that we were able to observe at EF, and that seem specific to the theme of gender equality. We also list the elements observed during both the negotiations and interviews with the negotiators and that appear, when added to our reading of academic works cited in the literature review on negotiation, common to enterprise agreement negotiations on other subjects (Table 2).

Table 2. Characteristics of negotiating gender equality

Elements specific to the negotiation of a gender equality agreement	Elements common to other agreement negotiations in the enterprise
Gender equality is a concept poorly defined by law, which leaves both unions and management margins of interpretation and definition - thus, the definition of gender equality becomes a bargaining issue in itself	An agreement corresponds to a central negotiation, and therefore cannot take into account all the local specificities
Gender equality is dealt with directly or indirectly in other agreements, limiting negotiators' bargaining leeway	The unions do not want to go back on vested benefits (measures included in the previous agreement), which makes the suppression of certain measures difficult
The transversal nature of gender equality implies the	

<p>dependence of the gender equality department on other departments needed to validate its proposals, which also limits its own negotiating room to maneuver – thus the different unions sometimes become "allies"</p> <p>Gender equality is a subject on which employees have few claims and that modifies, on the one hand, the relationship between the employees and unions and, on the other hand, the work of the negotiator</p> <p>The legal framework on gender equality places great importance on indicators which are used to identify inequalities, and requires the definition of quantified commitments, even though this is a subject on which the indicators are slow to change - this may encourage the definition of sometimes unattainable commitments</p>	<p>The negotiations involve not only interests related to the subject, but offshoots of other areas (union and management budgetary concerns, policy positions from the unions...)</p> <p>Management and union are encouraged to reach a compromise (a signed agreement)</p> <p>Negotiation attempts to anticipate legal developments</p>
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CONCLUSION AND DISCUSSION

In our research, we have been able to identify the specificities of the negotiation of company agreements on gender equality. We have shown that certain features of this negotiation theme figure heavily in the negotiation process, and the combination of these features helps to better understand the topic of negotiation in general. This understanding illuminates a still little discussed area in the academic literature field: the process of negotiating an agreement on gender equality.

This paper presents two main contributions. The first contribution is to the study of negotiation. Indeed, first of all, few studies look at how the negotiation theme affects the negotiation process, which is what we have done here. Second, gender equality is one of the topics that give rise to an obligation of negotiation, and in this, it represents an important part

of business negotiations, as underlined by the figures given above (in 2013, 16.3% of signed business agreements focus on gender equality). Third, listing the specifics of negotiation on gender equality actually helps to improve understanding of negotiations on other issues which may have some similar characteristics (weight of the legal framework, or the transversality of the topic, for example).

The second contribution lies in the study of gender equality. As we have noted, numerous academic works focus on gender equality agreements once signed, but few focus on the process of negotiating these agreements. However, as the agreement can be the cornerstone of company policy on gender equality, understanding how it is constructed provides a better understanding of gender equality policies in general and a better grasp of the result of the negotiation (the agreement once signed).

However, our work does present some limitations. The first limit resides in the fact that this is a case study, which implies a weak potential for statistical generalization, and thus external validity. Indeed, as Yin states ([1984] 1989, p. 33), case studies permit an analytic generalization but not a statistical one. The specifics of the EF case (including it being a longstanding enterprise, for example) may decrease the generalizability of some results. Djabi (2014) emphasizes that the singularity of contexts and their low substitutability constitutes a limit on the transferability and external validity of case studies. The second limitation lies in the fact that even if the agreement is the cornerstone of a company strategy in terms of gender equality, negotiating and signing an agreement does not guarantee its application at local levels. Thus, we only have access here to the definition of the policy, but no information on the implementation of this policy at local level, and therefore its effects.

This seems to open multiple research perspectives. It may be interesting to extend the study of negotiating gender equality to other companies in order to overcome the weak generalization potential of this case study. Another possibility would be to initiate a comparative study on the negotiation of agreements on different subjects within the same company, to better evaluate the specificity of each subject and especially the influence of the theme in question on the negotiation process. Finally, as we mentioned above, gender equality policies are not confined uniquely to company agreements: companies can also define and implement measures to promote gender equality outside of agreements. It then raises the question of the relationship between negotiated and non-negotiated policy and that can open a new research perspective as this topic is rarely addressed in the existing academic literature.

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