

8. Collective agreements: advancing a transformation agenda for gender equality?

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8.1 INTRODUCTION

Female participation in labour markets has increased in many countries around the world, yet women continue to face discrimination and gender inequality. With the proportion of female employees belonging to a trade union (17.7 per cent) now exceeding that of male employees (16 per cent) (ILO 2022), women have acquired greater institutional power to enact change at the bargaining table. In some instances, this has resulted in a broadening of the scope of collective agreements to tackle issues such as the gender pay gap and more flexible working-time arrangements. However, questions remain as to whether these provisions merely ‘add women on’ to existing bargaining agendas (Dickens 2000), or reflect an emerging transformational agenda for gender equality.

The chapter considers this question by reviewing recent practices in gender equality bargaining. Section 8.2 surveys existing theoretical and empirical literature on the scope and content of gender equality bargaining. It proposes a framework for examining gender equality bargaining clauses based on whether they are gender accommodating, gender responsive, or advance a transformative agenda for gender equality. Section 8.3 provides a thematic overview of the provisions identified in 241 collective agreements (2020–2021) across 61 countries. It considers equality of opportunity in recruitment and promotion, equal pay, maternity and health protection at work, work–family reconciliation and gender-based violence and harassment. Section 8.4 concludes the chapter. While some agreements appear to advance a transformative agenda for gender equality, most provisions can be described as either gender accommodating or gender responsive. This suggests that there is considerable scope for employers and trade unions to deepen the quality of collective agreements for transformative and inclusive equality.

8.2 GENDER EQUALITY BARGAINING

Collective bargaining is a key tool in ‘the regulatory toolkit for tackling gender-based inequalities’ (Milner et al. 2019: 276). As a form of regulation, equality provisions in collective agreements may be considered as advancing formal equality by eliminating sex discrimination; achieving substantive equality by addressing the disadvantages particular groups may face in labour markets (for example, through special measures); or promoting transformative equality by tackling underlying systemic inequalities (Hepple 2009). The conceptual framework for this chapter builds on this initial distinction between formal, substantive and transformative equality in the literature to consider whether regulatory measures in collective agreements are gender accommodating, gender responsive or transformative. Of course, collective agreements also need to be considered in the broader labour relations context in which they are signed, including their relationship to the legal and regulatory framework. This is beyond the scope of the current chapter.

Equality bargaining (Colling and Dickens 1998) or gender equality bargaining (Gregory and Milner 2009; Williamson and Baird 2014) is defined as the negotiation of provisions that advance gender equality in the workplace. The widely cited definition of equality bargaining by Colling and Dickens (1998) encompasses three elements: (i) the negotiation of provisions that benefit women and/or are likely to facilitate gender equality through ‘special measures’; (ii) the awareness and consideration by negotiators of gender equality across all agenda items (gender mainstreaming/proofing); and (iii) addressing gender disadvantages by negotiating changes to systems that reproduce inequalities, such as grading structures.

Williamson and Baird (2014) review the theory and practice of gender equality bargaining. They consider the evolution of equality bargaining from a narrower focus on gender (for example, see Colling and Dickens 1998), to becoming one element of a broader agenda aimed at advancing equity in respect of all population and identity groups (for example, see Briskin 2006). One of the advantages of gender being a subset of a broader equity bargaining strategy is that it allows for a more comprehensive identification of the ways in which different people may face overlapping forms of discrimination. Consideration of intersectionality in equity bargaining can facilitate an understanding, for example, of why there is a larger wage gap for black women than for white women. This can lead to the negotiation of appropriate strategies which meet the equity needs of different groups (including women) in a mutually reinforcing manner.

These considerations lead Williamson and Baird (2014) to adopt the more specific term of ‘gender equality bargaining’ – also used in this chapter – as a way of maintaining a focus in research on the effects of collective bargaining on women, even within a broader, more encompassing equity agenda. This necessarily includes the mainstreaming of gender issues across the bargaining agenda and non-gendering of topics previously considered ‘women’s issues’. For example, in Sweden, Votinius (2020) shows how the increase in collectively negotiated supplementary payments to statutory parental leave benefits has incentivized parents to move away from a gendered division of parental leave. The practice made the parental responsibilities of men and women visible at the workplace, which in turn led to changes in social norms and advanced gender equality. Other researchers note the importance of women’s agency in framing the union bargaining agenda in a manner that expands women’s choices (Williamson 2012; Kirton 2021).

The achievement of maternity protection and rest breaks for nursing arguably represent one of the most important advances for women.¹ One of the persistent paradoxes to emerge from the literature is that by focusing on ‘women’s issues’, gender equality bargaining may instead reinforce gender stereotypes, rather than effect change in workplace gender relations (Dickens 2000). For example, the consideration of menstrual leave can reinforce paternalistic attitudes on the need for employers to protect women’s reproductive health, perpetuating gender stereotypes and inequality (Baird, Hill and Colussi 2021).

On the basis of the existing literature, we consider provisions in collective agreements as falling across a continuum of potential gender equality practices (see Table 8.1). At the one end of the continuum in this stylized representation are provisions that appear to add ‘women’s issues’ onto male-as-norm bargaining agendas. We term these gender-accommodating provisions. At the other end of the continuum are provisions in collective agreements that can be considered transformative in that they tackle systemic issues and seek to equalize gender relations at work. These also address social norms that may lead to, for example, the undervaluation of feminized occupations. In between these two ends are a range of provisions that we term gender responsive in that they are concerned with various forms of direct and indirect forms of discrimination that place women at a disadvantage. These seek to advance equal opportunity and treatment.

Table 8.1 Gender equality bargaining

Gender equality bargaining	Gender accommodating	Gender responsive	Transformative agenda for gender equality
Framing the collective bargaining agenda	Adding 'women's issues' on to existing male-as-norm bargaining agendas.	Broadening the scope of the bargaining agenda by mainstreaming gender equality across the agenda.	Deepening the bargaining agenda by addressing structural issues and considering intersectionality.
Provisions in collective agreements	Narrow focus, for example, non-discrimination.	Facilitates women's full and equal participation through access to care services or working-time arrangements that respond to their needs. For example, maternity protection (including paid maternity leave).	Inclusive provisions (in addition to paid maternity leave), such as ungendered parental leave. Focus on equal pay for work of equal value and building institutional capacity for systemic change through job evaluations, impact assessments, benchmarking and monitoring.
Potential impact on gender equality	<i>Formal equality.</i> Removes direct forms of discrimination in the workplace.	<i>Substantive equality.</i> Positive action to overcome the disadvantages women face in workplaces and labour markets. Aimed at ensuring equal opportunities.	<i>Transformative equality.</i> Addresses systemic inequality. Builds on women's agency. Considers gender-based power relations and seeks to equalize gender relations. Expands choices for men and women.

8.3 THEMATIC ANALYSIS OF GENDER EQUALITY CLAUSES IN COLLECTIVE AGREEMENTS

For the purposes of this chapter, a thematic analysis was conducted of gender equality provisions in 241 agreements from 61 countries. The agreements containing these provisions represent a subset of 512 collective agreements in an ILO database (ILO 2022). Five broad themes emerge from this analysis: first, equality of opportunity in recruitment, training and promotion; second, measures to address the gender pay gap and ensure equal pay; third, maternity and health protection at work; fourth, provisions aimed at work-family reconciliation; and fifth, gender-based violence.

8.3.1 Equality of Opportunity and Treatment

Many of the agreements examined establish principles of non-discrimination on the grounds of sex, most often linked to the promotion of equal opportunity and treatment in employment.² This is usually part of a more general principle of non-discrimination covering multiple grounds. For example, a sectoral agreement in administrative and support service activities in the Netherlands prohibits ‘direct or indirect discrimination whereby an employee is treated differently from another in a comparable situation on the basis of religion, belief, political opinion, race, gender, nationality, sexual orientation, marital status, age, disability or chronic illness’.³ A few collective bargaining agreements in Brazil, Canada, El Salvador, Portugal, Sweden and the United States also prohibit discrimination on the basis of transgender status, gender identity or gender expression.⁴

In line with previous findings on the role of the legislative framework for equality in supporting advances in gender equality bargaining (Briskin 2006), many of the collective agreements reviewed make reference to principles and measures established in broader normative and legislative frameworks. For example, collective agreements in the Republic of Korea and Spain guarantee the absence of ‘direct and indirect gender discrimination’ in recruitment by reiterating specific legal provisions on the subject.⁵ In Canada, an enterprise agreement in transportation and storage sets out certain requirements for job evaluations, including that these ‘be free of gender bias’ in accordance with the requirements of section 11 of the Canadian Human Rights Act.⁶ In Albania, a sectoral agreement in public healthcare calls for the implementation of ILO Convention 111 on Discrimination (Employment and Occupation), ratified by the country in February 1997, by which a non-discrimination principle is to be applied in vocational training, access to employment and terms and conditions of employment.

A number of agreements explicitly prohibit discrimination in recruitment on the basis of sex.⁷ Some prohibit the use of pregnancy tests in recruitment processes. For example, a collective agreement for a university in Mexico states that evaluations should not include ‘pregnancy tests, psychometric, psychotechnical and psychological tests, HIV tests or others related to sex’.⁸ A collective agreement in Jordan prohibits pregnancy tests as a requirement for employment and furthermore, that recruitment agencies ‘not perform or require pregnancy tests for migrant workers’.⁹

Some collective agreements also include positive action aimed at increasing the proportion of under-represented female hires and promotions by setting out specific quotas.¹⁰ For example, a sectoral agreement in the energy sector in the Netherlands provides for an increase in the proportion of women employees from 15 to 25 out of every 100 workers within a period of 5 years. An enter-

prise agreement in manufacturing in Bangladesh sets quotas for promotion: ‘each year, at least 20 female workers from different positions, i.e. operator/quality control/ironing/folding/cutting assistant etc. shall be promoted to higher posts, such as, of supervisor, line chief, in-charge, APM, PM etc.’

Other provisions provide for the joint review of processes of recruitment and promotion to ensure these are objective, as well as the adoption of programmes to support the hire and promotion of women and minorities.¹¹ For example, a collective agreement in the public sector in Canada reaffirms the application of the legislated employment equity programme, ‘which will assist visible minorities, persons with disabilities, First Nations people, LGBTQ2s+ and women in gaining entry into employment’.¹² An enterprise agreement for a bank in the Netherlands makes provision for the study and discussion of interventions to ‘break the glass ceiling’, in light of insufficient representation of women in senior positions.¹³

In summary, while non-discrimination clauses are the most common gender equality provision in the collective agreements reviewed, these tend to be focused on formal equality, that is the elimination of sex-based discrimination, with more limited occurrences of efforts to achieve substantive equality through special measures. Bargaining agendas appear to be framed around multiple grounds of discrimination. Such an approach treats multiple forms of discrimination among a single group (i.e. women) as equivalent, tackled under a general principle of non-discrimination (Kantola and Nousiainen 2009: 460). These types of clauses could at best be described as gender accommodating. There is little evidence of a transformative agenda that considers how multiple grounds may interact to produce a distinct form of discrimination. Such an approach would lead to practical interventions to address the consequences of overlapping forms of discrimination on different groups of women (see for example, Rubery 2002 or Lombardo and Meier 2006) by focusing on intersectionality.

8.3.2 Equal Pay

Women, on average, continue to earn less than men for the same work or for work of equal value (ILO 2018). Provisions in collective agreements that tackle the gender pay gap range from those that ensure that women earn the same as men performing the same job, to more transformational clauses that seek to redress gender bias in wage setting and tackle the systemic undervaluation of work performed by women.

The majority of collective agreements reviewed concern ‘equal pay for equal work’.¹⁴ Some agreements, mostly at the sectoral level, establish a principle of equal pay for ‘work of equal value’.¹⁵ For example, a sectoral agreement in Czechia specifies that ‘employees who perform the same work or

work of equal value shall be paid the same wage. Work of equal value means work of equal or comparable complexity, responsibility and exertion, carried out under equal or comparable working conditions, with equal or comparable working ability'.¹⁶ This explicit focus on work of equal value – estimated on the basis of the skills, effort, responsibility and conditions under which work is performed – is important for revealing the gender norms underpinning wage setting practices (Whitehouse and Smith 2020).

One way in which gender equality bargaining is used to establish principles of equal pay for work of equal value is by ensuring that objective gender-neutral criteria are used in job classification and evaluation systems (Pillinger and Wintour 2019). For example, sectoral agreements in Denmark and Spain include commitments to the review and adoption of gender-neutral job classification systems, 'with the aim of guaranteeing the absence of direct and indirect discrimination between women and men'.¹⁷

Trade unions may also seek to ensure transparency in pay systems and gender-neutral wage setting (Rubery and Koukiadaki 2016; Pillinger and Wintour 2019). For example, sectoral agreements in Finland include provision for scheduled 'pay surveys'.¹⁸ The purpose of these compulsory pay surveys is to make explicit and correct wage differences between men and women who work for the same employer, performing the same work or work of equal value, as provided for in the Act on Equality between Women and Men (609/1986). These surveys are particularly important for workers in the private sector who bear the burden of proof in grievances concerning wage discrimination (Finland, Ministry of Social Affairs and Health 2019). In Denmark, some sectoral agreements make provision for the availability of gender-disaggregated wage-related data 'for use in consultation and information to employees on pay differences between men and women at the enterprise'.¹⁹ A sectoral agreement in food services establishes principles of pay transparency between workers and sets out dispute resolution procedure and remedies for equal pay claims.²⁰ Similarly, an agreement at a university in Mexico requires the publication of workers' wages and prohibits any form of gender-based wage discrimination.²¹

Other approaches to addressing gender pay gaps include provisions, typically in sectoral agreements, that grant higher increases for low-wage workers in feminized occupations and sectors, and inclusive provisions ensuring equal pay for standard and non-standard workers (given the predominance of women in non-standard work in some sectors). For example, a few agreements include bonuses or additional payments for low-paid workers in female-dominated sectors such as food retail,²² health workers²³ and cleaners.²⁴ Agreements in Denmark, Spain and the Republic of Korea, state that fixed-term, short-term and part-time workers shall not be treated less favourably than comparable permanent workers.²⁵

In summary, the majority of provisions reviewed that establish a principle of equal pay for equal work could be characterized as gender accommodating. However, there is some evidence of more transformative approaches that address the systemic undervaluation of work performed by women through gender-neutral job evaluation and classification systems and pay transparency linked to dispute resolution procedures.

8.3.3 Maternity Protection and Health Protection at Work

There has been a gradual shift during the 2000s in maternity protection legislation towards the ILO standard of 14 weeks of maternity leave set out in the Maternity Protection Convention, 2000 (No. 183). Most provisions in collective agreements reviewed either reinforce existing statutory periods for maternity leave or extend the duration and improve on available benefits. For example, an enterprise agreement at a large retailer in Chile enables workers to extend maternity leave by two additional months (unpaid) in addition to the statutory (paid) leave of 6 weeks prior to childbirth and 12 weeks following childbirth required by law.²⁶ Despite progress in some countries in the broader legislative and policy context supporting of gender-egalitarian post-natal parental leave (Addati, Cassirer and Gilchrist 2014; Votinius 2020; Baird, Hamilton and Constantin 2021), relatively few agreements, all from high-income countries, include ungendered post-natal parental leave, ranging from fully paid to unpaid.²⁷ Some agreements include paid paternity leave provisions, clearly considering this secondary carer leave.²⁸ A few agreements from Brazil, Chile, Colombia and Mexico include one-off maternity-related bonuses (*bono por maternidad*, *auxilio por nacimiento* or *canastilla maternal*) to assist with the costs of a newborn.²⁹

Beyond maternity, paternity and parental leave, some agreements include provision for paid leave for workers undergoing fertility treatments.³⁰ A few also provide leave and an allowance in the case of a miscarriage. For example, in Cambodia, an enterprise agreement in the accommodation and food services sector provides ‘an allowance of US\$50 to any female employee suffering from an unintentional miscarriage’.³¹ Others include provisions for leave in cases of abortion or miscarriage, which match the leave allowance that would be provided as maternity leave.³²

Legal frameworks in most countries safeguard the employment of pregnant workers and prevent discrimination based on maternity (Addati et al. 2014). Within this broader regulatory context, multi-employer agreements in Brazil, Senegal, Switzerland and Togo, and enterprise agreements in Cambodia, China and Colombia (manufacturing and retail sectors) prohibit the dismissal of pregnant workers.³³ Some specify that workers who go on parental leave will retain a right to return to their previous or comparable post, responsibil-

ities and remuneration.³⁴ In Italy, a sectoral agreement for domestic workers establishes a prohibition on dismissal during pregnancy and maternity leave.³⁵ The agreement established such protection against a backdrop of legal uncertainty during the 2000s in respect of the applicability of relevant provisions in the Legislative Decree to domestic workers.³⁶

In line with ILO Recommendation No. 191 and Convention No. 111 (Article 5.1), some bargaining partners introduce protective measures when work poses specific health and safety risks to pregnant or nursing workers, and provide an alternative to such work. For instance, many agreements state that pregnant workers are not obliged to perform work that is dangerous to their health and that of their children and make provision for a transfer to safer duties without any reduction in pay.³⁷ Some also include provisions granting pregnant workers a right to be exempted from overtime³⁸ and from night work.³⁹ A few agreements provide for reductions of the working day, ranging from 30 minutes⁴⁰ to two hours.⁴¹ Several collective agreements in the Asia and Pacific region also include provision for paid prenatal check-ups.⁴²

When it comes to breastfeeding, most provisions reviewed regulate the length and number of breaks (either paid or unpaid). Two enterprise agreements in China make provision for breastfeeding leave at reduced pay: ‘female employees who have difficulty in going to work during breastfeeding can take six months of breastfeeding leave upon their application and approval by the unit, and their salary shall not be less than 80%’.⁴³ Some agreements specify the provision of an adequate and private space for nursing workers.⁴⁴ They may also include additional measures that adapt workplaces to the needs of breastfeeding workers, including access to a refrigerator,⁴⁵ a suitable storage area for any equipment or a breast pump,⁴⁶ a washing facility near a private room,⁴⁷ and the possibility to be exempted from overtime or dangerous work.⁴⁸

Other gender-responsive health protections address issues such as menstruation and reproductive health. A few agreements clearly reflect paternalistic concerns over women’s reproductive functions, either including provisions making it the responsibility of employers to organize workshops at the workplace for women on reproductive health and family planning,⁴⁹ or specifying annual gynaecological check-ups for female workers.⁵⁰

The analysis finds a prevalence of agreements with provisions addressing menstruation in the Asia and Pacific region as compared with collective agreements from other regions. These provisions typically address paid menstruation leave, exemption from hazardous work during menstruation, menstruation-related allowances and/or access to sanitary products.⁵¹ In respect of menstrual leave, some agreements require women to demonstrate their condition by providing a doctor’s certificate or a check by a midwife or feminine health expert.⁵² One agreement includes provision for ‘special protection’ to female employees during menstruation, pregnancy, delivery, breast-

feeding and menopause. This includes transfer to ‘appropriate labour’ during menstruation for workers diagnosed with severe menopausal syndrome.⁵³ Some agreements provide for a fixed monthly menstrual allowance to cover the cost of sanitary products, whereas others provide an allowance equivalent to 150 per cent of the ordinary wage if female workers do not make use of their menstrual leave.⁵⁴ Agreements in Bangladesh, China and Brazil stipulated the employer’s responsibility to ‘distribute women’s hygiene products to female employees on a regular basis’, ‘keep (...) sanitary pads for the use of female workers in emergency cases’ and ‘distribute, to each female worker, two packets of sanitary napkins per month’.⁵⁵

Other health protections address gender-specific concerns. This includes support for mammograms and awareness raising in respect of breast cancer, as well as support for screening in respect of prostate cancer.⁵⁶ Some agreements adopt an inclusive approach with provisions on paid leave for gender transitioning. For example, a collective agreement in the public sector in Argentina provides 30 days leave of absence for the medical care and hormonal/surgical treatment of workers who decide to transition. The clause also guarantees workers undergoing gender transition access to health care, as provided for in the framework of Article 11 of Argentina’s Law 26.743 on Gender Identity.⁵⁷ In a collective agreement from Australia, the employer commits to support any worker ‘who wishes to permanently adopt a gender that is different to their birth sex’ by providing paid leave of four weeks and a further period of up to 52 weeks of unpaid transitioning leave ‘to undertake the process of transitioning gender or to define their gender identity’.⁵⁸

In summary, most provisions reviewed under this theme could be considered as gender responsive, supporting women’s health and continued participation in labour markets, for example in the case of breast cancer screening. However, some clearly reflect a far more inclusive and transformational approach to gender equality. This is evident in provisions on gender-egalitarian parental leave.

8.3.4 Work–Family Reconciliation

The difficulty workers face balancing work and care responsibilities is one of the most significant barriers to gender equality. The negotiation of measures that allow workers to better reconcile work and family responsibilities has become a key issue on bargaining agendas. Gender equality bargaining on this issue typically includes the negotiation of care-related leave, access to care services and flexible working arrangements.

In addition to parental leave provisions discussed earlier, some agreements also make provision for workers to take paid leave to care for an underage child who is ill, is affected by school closures owing to extreme weather conditions

or to attend school-related meetings and events.⁵⁹ A number of agreements also provide paid leave to care for relatives who are sick, hospitalized, terminally ill or suffer from physical or mental disabilities.⁶⁰

Many agreements, all from Asia and the Americas, include provisions facilitating access to care-related services. Some include commitments from employers to create and finance company crèche facilities at the workplace for pre-school children.⁶¹ Others make provision for care-related allowances to assist with the costs of private childcare services.⁶² It is notable that all of these provisions are targeted at women as primary care givers, for example, ‘to encourage more women to join the labour force’ (Singapore), ‘for working mothers with children older than 45 days and up to 6 years of age’ (Mexico), and ‘for female workers with kids below the age of two’ (Chile).

When it comes to provisions on flexible working time arrangements, these tend to be concentrated in agreements from high-income countries. For example, collective agreements from the Republic of Korea, Australia and Spain enable workers to opt for flexi-time arrangements.⁶³ In France, where questions of gender equality are included on the bargaining agenda at least once every four years (France, Ministry of Labour, Employment and Economic Inclusion 2022),⁶⁴ a number of collective agreements provide for optional teleworking to enable workers to achieve better work–life balance.⁶⁵ While teleworking may provide the capacity to reconcile work and family responsibilities, there is a risk that it could result in exclusion, exacerbating gender inequality. A sectoral agreement in public administration in France notes the potential ‘consequences on the objective of professional equality between women and men. It is therefore important [...] to ensure that teleworking arrangements, contribute to the struggle against inequality, by regularly monitoring relevant indicators’, which include participation in meetings and the distribution of workload, responsibilities and resources.⁶⁶ Other collective agreements include a commitment that the representation of those teleworking, particularly in respect of gender and age, will be consistent with that of the team and that teleworking arrangements will not perpetuate gender stereotypes or roles.⁶⁷

A number of agreements focus on the flexible scheduling of scheduling working time. For example, an enterprise agreement in Australia provides that ‘the development of the roster will consider the work and life balance of those covered by the roster; maintain a policy regarding how flexible arrangements sought by team members will be accommodated; maintain a policy for management of items such as Leave (Personal and Annual), shift swaps and shift give-aways’.⁶⁸ A few agreements provide workers with the option to have continuous shifts and working days, with no split-scheduling of shifts.⁶⁹ Other agreements include provisions that enable workers with care responsibilities (pre-school children or dependent adults) to access voluntary part-time

arrangements,⁷⁰ provide the right to refuse night work⁷¹ and overtime⁷² and enable workers returning from parental leave to gradually increase their working hours.⁷³ A territorial agreement for a police department in Australia includes a provision for the negotiation of internal and geographic mobility should a worker need to improve work–life balance.⁷⁴

In summary, many of the provisions on work–family reconciliation might be described as gender responsive, in that they alleviate some of the barriers preventing women’s full participation at the workplace and in labour markets. However, the framing of this as a ‘women’s issue’ on bargaining agendas and in collective agreements may reinforce the perception that women carry the primary responsibility for childcare and thus have a more tenuous attachment to employment. This can have indirect effects on their opportunities for progression. On the other hand, provisions on flexible working-time measures and work arrangements, including telework, appear to reflect a more transformational agenda by expanding the choices of women (and men).

8.3.5 Gender-based Violence and Harassment

The final theme concerns provisions in collective agreements on the elimination of gender-based violence and harassment and support for survivors. In this regard, a number of agreements make reference to the normative framework, either reiterating provisions in the national legislative framework or referencing ILO Violence and Harassment Convention, 2019 (No. 190).⁷⁵

Provisions under this theme typically include institutional commitments to eradicate gender-based violence and harassment and create a safe and healthy workplace free of violence, victimization and sexual harassment.⁷⁶ A number of agreements establish joint working groups to come up with an organizational strategy to prevent and address violence and harassment at the workplace.⁷⁷ Others, mostly at the sectoral level in the European region, provide for the establishment of joint protocols to guide workplace behaviour and prevent gender-based harassment.⁷⁸ A number of agreements clarify the types of behaviour that constitute sexual harassment.⁷⁹ For example, a sectoral agreement for the horticulture sector in Uganda states that sexual harassment shall include but not be limited to ‘a.) any form of unwanted verbal, non-verbal or physical conduct of a sexual nature, with the purpose or effect of violating the dignity of a person and in particular, creating an intimidating, hostile, degrading, humiliating or offensive environment, or as a basis for evaluation in making employment decisions affecting an individual; and b.) any unwelcome sexual advances, direct or indirect, including requests for sexual favors and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is made or is threatened to be made, either explicitly or implicitly.’⁸⁰ Agreements also make provision for awareness raising

activities and workshops to educate managers and workers on what constitutes harassment.⁸¹

In some instances, the scope of provisions extends to the protection of workers from violence and harassment by third parties. For example, a collective agreement at a hospital in the Republic of Korea includes provision for the dispatch of security personnel to hospital departments as needed, the installation of CCTV, the guarantee, when possible, that workers do not work alone and the installation of 'emergency bells'.⁸² An agreement at a University in New Zealand includes a 'Safety in Hours of Darkness' policy providing for a taxi or other monetary payment in the event that an employee is required to travel to or from work during the hours of darkness and when the safety of the employee is considered to be at risk.⁸³

When it comes to access to justice and remedies and support for survivors, some agreements include complaint and investigative procedures and measures to ensure protection against further victimization or retaliation.⁸⁴ For example, a sectoral agreement for cleaning services in the Netherlands includes provision for workers to report cases on an anonymous basis through an 'independent confidential adviser. This can be someone inside or outside the organization of employers. The advisor can help the employee to report the unwanted behaviour to the employer.'⁸⁵ Several agreements include specific investigation protocols for dealing with complaints of sexual harassment,⁸⁶ including the establishment of joint investigation committees with representatives from both management and workers.⁸⁷ A number of agreements make provision for the protection of survivors and witnesses who raise complaints of sexual harassment.⁸⁸

A number of the agreements reviewed make provision for specific disciplinary measures in proven instances of sexual harassment.⁸⁹ For example, an enterprise agreement in manufacturing in Japan specifies sexual harassment as grounds for dismissal or the temporary suspension of work.⁹⁰ An enterprise agreement in Australia notes that 'verbal, visual or physical conduct constituting sexual harassment', as well as 'harassment of other employees; verbal, physical or mental, including through telephone calls, SMS, e-mail, Facebook, etc.', are grounds for dismissal.⁹¹

A number of agreements make provision for psychological counselling for victims of sexual harassment.⁹² Some provide for paid leave, upon request, for victims of sexual harassment.⁹³ Others include the right for victims of sexual harassment to demand a change from their workplace or establishment.⁹⁴ They also include damages for survivors. For example, a sectoral agreement for banking in the Republic of Korea includes 'damages caused by sexual violence, verbal abuse, or assault in the workplace if the employer's responsibility is recognized in accordance with the judgment [of the investigation committee]'.⁹⁵

An increasing number of collective agreements include provisions that provide support and protection to victims of domestic violence (Baird, McFerran and Wright 2014; Pillinger and Wintour 2019). These clauses are aimed at ameliorating the effects of patriarchal attitudes and power imbalances in the wider society on women's capacity to fully participate in work. Most of these provisions grant survivors paid leave so that they can seek medical attention and psychological support, care for themselves or children, relocate if necessary and obtain the necessary support from social services and law enforcement (17 agreements from Canada, Australia, the United States, New Zealand, Italy and Spain).⁹⁶ They may also specify a right to return to a job at the same grade upon the expiry of domestic violence leave.⁹⁷ Many provide survivors of domestic violence with the possibility to change hours of work, work assignments and workplace location for either health-related reasons or to avoid contact with perpetrators.⁹⁸ For example, a territorial agreement in retail in Spain provides the possibility for survivors of domestic violence to reduce the working day with a proportional reduction in salary, reorganize working time – either through changes in their timetable or the application of flexi-time – and 'to work totally or partially remotely, or to stop doing so if this is the established system'.⁹⁹

A number of collective agreements protect victims of domestic violence from disadvantageous treatment in employment as a result of, for example, a lack of punctuality or the need to reorganize working time, and from dismissal. For example, an enterprise agreement in Australia provides that 'no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence'.¹⁰⁰ A territorial agreement in Spain provides that if 'a victim of gender-based violence, is unfairly dismissed for exercising her right to reduce or rearrange her working time, geographical mobility, change of workplace or suspension of her contract, the dismissal will be declared null and void and the employer will be obliged to reinstate her'.¹⁰¹

Some agreements also include the provision of financial, psychological and other support. For example, a sectoral agreement in the banking sector in Argentina makes provision for 'access to financial assistance in the form of emergency loans or other forms of financial assistance'; a territorial agreement in the banking sector in Brazil provides for 'a credit line/special financing'; and an enterprise agreement in retail in Spain provides for the advance of three months wages to victims of domestic violence.¹⁰² Collective agreements in Australia and New Zealand include provisions that guarantee the confidentiality and data protection of survivors and facilitate the change of these workers' telephone numbers or email addresses.¹⁰³ An enterprise agreement in the construction sector in Australia, also makes provision for training of workers' representatives: 'Delegates and Health and Safety Representatives will be

provided time off work for appropriate training in supporting employees at the workplace who are experiencing family violence'.¹⁰⁴

In summary, the provisions under this theme clearly address the most egregious form of discrimination affecting women's participation in labour markets. They appear to advance transformative equality by addressing gender-based power relations. While there has been an observed increase in the diffusion of these provisions, only one-fifth of the 241 collective agreements reviewed include clauses that address gender-based violence and harassment, suggesting that there is considerable scope to frame the bargaining agenda to address these injustices.

8.4 ADVANCING A TRANSFORMATIVE AGENDA FOR GENDER EQUALITY?

The analysis of gender equality bargaining clauses across 61 countries and 241 agreements shows considerable variation in approaches to gender equality. At one end of the spectrum are provisions, at times innovative, which have the potential to transform gender relations. The framing of these provisions represents a clear departure from male-as-norm conceptions of workers and workplaces. It is frequently gender neutral, for example providing maternity protection, while also referring to parental leave. Provisions to address the gender pay gap focus on pay transparency as a tool to support women's own agency in pursuing equity claims. They address structural inequalities through gender-neutral job evaluations and the revaluing of work in female dominated occupations.

While these developments are encouraging, the vast majority of the provisions examined under the various themes are either gender accommodating or gender responsive. They include, for example, commitments to equal pay for equal work with no concrete mechanisms to redress the underlying structural inequalities. Nevertheless, by creating a framework for equal opportunities, including through explicit anti-discrimination measures, quotas in hiring, maternity protection and leave, these no doubt advance substantive equality in employment relations in concrete terms.

Perhaps the most evident trend is the recent uptick in provisions aimed at the prevention of gender-based violence and harassment at work, access to justice for victims and support for survivors of domestic violence. These clauses explicitly address power imbalances in gendered employment relations and aim to tackle these through the development of protocols for behaviour, anti-bias training and other measures. The frequent reference to the normative framework (including legislative provisions and International Labour Standards) in clauses on the elimination of violence and harassment suggests that these regulatory frameworks have an important role to play in the framing

of this critical issue on bargaining agendas and the elimination of this most egregious form of discrimination.

The analysis also reveals that in some instances, what may be initially classified as gender equality bargaining, on closer textual examination reflects paternalistic protections. This is most evident in clauses concerning menstrual leave provisions, some of which appear to be focused on curbing women's participation in productive activities in favour of their reproductive functions. Within the sample collected, these agreements are largely drawn from low-income countries, with predominantly enterprise bargaining structures. As discussed in Baird, Hill and Colussi (2021), this protectionist approach may be reflective of a broader institutional context, designed to support the transition from paid to unpaid labour. In these contexts, legislation and policies, including collectively negotiated ones, may play a role in reinforcing the traditional gendered division of labour and gendered workplace inequalities.

This chapter suggests two important considerations in research on gender equality bargaining. First, an examination of the text of collective agreements is clearly not sufficient to draw conclusions as to the intent or impact of the provisions. What appears gender equality bargaining simply because it addresses 'women's issues' needs to be evaluated within the broader context. Establishing intent and the effects of these provisions would require further ethnographic research. Second, while gender equality bargaining appears to be an important regulatory tool for advancing a transformative agenda for gender equality, the evidence of this practice is more limited, suggesting that there is significant scope to improve strategic approaches adopted at the bargaining table.

NOTES

1. Reflected in ILO Maternity Protection Convention, 2000 (No. 183).
2. At the interprofessional level (CBA-Albania#105, CBA-Senegal#196), at the sectoral level (CBA-Albania#104, CBA-Denmark#404, CBA-Jordan#431, CBA-Netherlands#195, CBA-Republic of Korea#480, CBA-Spain#198, CBA-Spain#326, CBA-Switzerland#441, CBA-Uruguay#454), at the territorial level (CBA-Australia#237, CBA-Spain#433, CBA-USA#126, CBA-USA#370, CBA-Viet Nam#82, CBA-Viet Nam#83, CBA-Viet Nam#84, CBA-USA#159, CBA-USA#234, CBA-USA#235) and at the enterprise level (CBA-Albania#106, CBA-Australia#197, CBA-Australia#213, CBA-Canada#329, CBA-Canada#331, CBA-Canada#334, CBA-Canada#338, CBA-Canada#339, CBA-China#427, CBA-Colombia#87, CBA-Japan#335, CBA-Japan#340, CBA-Republic of Korea#110, CBA-Spain#429, CBA-Spain#510, CBA-United Kingdom#190, CBA-USA#122, CBA-USA#226, CBA-USA#242, CBA-USA#268, CBA-USA#369).
3. CBA-Netherlands#195.
4. At the sectoral level (CBA-Sweden#298, CBA-Sweden#299), at the territorial level (CBA-Brazil#266, CBA-USA#126, CBA-USA#235, CBA-USA#322) and

- at the enterprise level (CBA-Canada#334, CBA-Canada#338, CBA-China#427, CBA-El Salvador#137, CBA-Portugal#272, CBA-USA#122, CBA-USA#242, CBA-USA#273, CBA-USA#308, CBA-USA#451).
5. At the sectoral level (CBA-Republic of Korea#480, CBA-Spain#198, CBA-Spain #326).
 6. CBA-Canada#334.
 7. At the sectoral level (CBA-Spain#198, CBA-Spain#326, CBA-Switzerland#188, CBA-Republic of Korea#480) and at the enterprise level (CBA-China#505, CBA-China#507, CBA-USA#242, CBA-USA#275, CBA-USA#369).
 8. CBA-Mexico#233.
 9. CBA-Jordan#431.
 10. CBA-Bangladesh#499, CBA-Netherlands#192, CBA-Republic of Korea#480, CBA-USA#273, CBA-Canada#81.
 11. At the sectoral level in the petroleum industry, a working group to ‘*Support Women to achieve management positions*’, CBA-Austria#389.
 12. CBA-Canada#81. CBA-USA#273 has a very similar clause on positive discrimination for minorities, which includes women.
 13. CBA-Netherlands#194.
 14. At the interprofessional level (CBA-Kazakhstan#415), at the sectoral level (CBA-Finland#180, CBA-Portugal#281, CBA-Senegal#449, CBA-South Africa #92, CBA-Sweden#291, CBA-Sweden#299, CBA-Togo#468), at the territorial level (CBA-China#343), and at the enterprise level (CBA-China#427, CBA-China#506, CBA-El Salvador#137, CBA-Netherlands#194, CBA-Republic of Korea#69, CBA-Uganda#183).
 15. At the sectoral level (CBA-Czechia#388, CBA-Denmark#397, CBA-Denmark #405, CBA-Republic of Korea#482, CBA-Spain#198, CBA-Sweden#295) and at the enterprise level (CBA-Spain#510).
 16. CBA-Czechia#388.
 17. CBA-Denmark#405, CBA-Spain#510.
 18. At the sectoral level (CBA-Finland#177, CBA-Finland#202).
 19. At the sectoral level (CBA-Denmark#397, CBA-Denmark#405).
 20. CBA-Denmark#39.
 21. CBA-Mexico#103.
 22. CBA-UK#327.
 23. CBA-Germany#352.
 24. CBA-Germany#327.
 25. At the sectoral level (CBA-Belgium#93, CBA-Denmark#397, CBA-Denmark #404, CBA-Republic of Korea#482, CBA-Spain#198), at the territorial level (CBA-Spain#433), and at the enterprise level (CBA-Spain#510).
 26. CBA-Chile#248; Planet Labour, 2020.
 27. At the sectoral level (CBA-Denmark#404, CBA-Sweden#209, CBA-Sweden #298, CBA-Sweden#299 – all fully paid), at the territorial level (CBA-USA#235 – unpaid) and at the enterprise level (CBA-Canada#334 – unpaid; CBA-Australia #237 – unpaid).
 28. At the interprofessional level (CBA-Senegal#196), at the sectoral level (CBA-Denmark#404, CBA-India#498, CBA-Togo#468) and at the enterprise level (CBA-Colombia#87, CBA-Tanzania#497, CBA-Trinidad and Tobago#220, CBA-Uganda#183).
 29. At the territorial level (CBA-Brazil#280), at the enterprise level (CBA-Chile#221, CBA-Chile#224, CBA-Colombia#269, CBA-Mexico#103).

30. At the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Republic of Korea#69, CBA-China#505, CBA-Japan#342, CBA-China#506).
31. At the enterprise level, CBA-Cambodia#458.
32. At the sectoral level (CBA-India#498, CBA-Portugal#281, CBA-Republic of Korea#480, CBA-Tanzania and Zambia#303, CBA-South Africa#172), and at the enterprise level (CBA-China#505, CBA-Colombia#87, CBA-Indonesia#66, CBA-Indonesia#417, CBA-Malaysia#491, CBA-Republic of Korea#74).
33. At the interprofessional level (CBA-Senegal#196), at the sectoral level (CBA-Switzerland#440, CBA-Togo#468), at the territorial level (CBA-Brazil#267, CBA-Brazil#274, CBA-Brazil#289) and at the enterprise level (CBA-Brazil#162, CBA-Cambodia#458, CBA-China#427, CBA-China#505, CBA-China#507, CBA-Colombia#269).
34. At the international level (CBA-IBF#151), at the sectoral level (CBA-Finland#180), at the territorial level (CBA-Canada#81), at the enterprise level (CBA-Australia#197, CBA-Australia#238, CBA-China#427).
35. CBA-Italy#173.
36. The ILO supervisory bodies published a Direct Request (2005 and 2009) and an Observation on the application of the Maternity Protection Convention, 2000 (No. 183) pertaining to Legislative Decree No. 151 in respect of the protection against dismissal of domestic workers.
37. At the interprofessional level (CBA-Albania#105, CBA-Senegal#196), at the sectoral level (CBA-Norway#228, CBA-Republic of Korea#480, CBA-Senegal#449, CBA-Senegal#511, CBA-Spain#198, CBA-Spain#326, CBA-Togo#468), at the territorial level (CBA-Australia#237, CBA-Viet Nam#68), and at the enterprise level (CBA-Australia#238, CBA-Bangladesh#499, CBA-Brazil#162, CBA-Brazil#279, CBA-Cambodia#170, CBA-Canada#334, CBA-China#427, CBA-China#505, CBA-China#507, CBA-Indonesia#206, CBA-Indonesia#430, CBA-Philippines#149, CBA-Republic of Korea#74, CBA-Viet Nam#79).
38. At the sectoral level (CBA-Portugal#281) and at the enterprise level (CBA-China#505, CBA-China#507, CBA-Indonesia#206, CBA-Japan#342, CBA-Republic of Korea#69).
39. At the sectoral level (CBA-Italy#147, CBA-Portugal#281, CBA-Spain#198, CBA-South Africa#172) and at the enterprise level (CBA-China#505, CBA-Japan#342, CBA-Republic of Korea#69, CBA-Republic of Korea#74, CBA-Mexico#103, CBA-Uganda#183).
40. CBA-Brazil#162.
41. CBA-Republic of Korea#69, CBA-Republic of Korea#480.
42. For example, at the sectoral level (CBA-Republic of Korea#480), at the territorial level (CBA-Australia#237) and at the enterprise level (CBA-China#427, CBA-China#505, CBA-China#506, CBA-Cambodia#452, CBA-Japan#342).
43. CBA-China#505, CBA-China#507.
44. At the sectoral level (CBA-Senegal#449), at the territorial level (CBA-Australia#237, CBA-Brazil#280) and at the enterprise level (CBA-China#427, CBA-Indonesia#206, CBA-Republic of Korea#69, CBA-Singapore#324).
45. At the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Republic of Korea#69).
46. At the territorial level (CBA-Australia#237).
47. At the territorial level (CBA-Australia#237).

48. At the interprofessional level (CBA-Senegal#196) and at the enterprise level (CBA-Malaysia#430, CBA-China#507).
49. At the enterprise level (CBA-India#59; CBA-Viet Nam#68).
50. At the enterprise level (CBA-Viet Nam#84).
51. At the sectoral level (CBA-Republic of Korea#480), at the territorial level (CBA-Viet Nam#68) and at the enterprise level (CBA-China#427, CBA-China #505, CBA-China#507, CBA-Indonesia#66, CBA-Indonesia#67, CBA-Indonesia #206, CBA-Japan#335, CBA-Japan#337, CBA-Japan#342, CBA-Viet Nam#68, CBA-Republic of Korea#74).
52. CBA-Indonesia#206; CBA-India#59.
53. At the enterprise level, CBA-China#505.
54. CBA-Republic of Korea#74 and CBA-Viet Nam#82.
55. CBA-Bangladesh#499; CBA-Brazil#286; CBA-China#505.
56. At the territorial level (CBA Brazil #280 and CBA-Brazil#279); and at a sectoral level (CBA El Salvador #137).
57. At the sectoral level (CBA-Argentina#513).
58. At the enterprise level (CBA-Australia#237).
59. At the sectoral level (CBA-Denmark#404, CBA-Denmark#407, CBA-Portugal #281, CBA-Slovenia#475, CBA-Slovenia#476, CBA-Spain#326), at the territorial level (CBA-Brazil#267) and at the enterprise level (CBA-Japan#342, CBA-Tanzania#444, CBA-USA#451).
60. At the interprofessional level (CBA-Albania#105), at the sectoral level (CBA-Republic of Korea#480) and at the enterprise level (CBA-Australia#409).
61. At the sectoral level (CBA-Singapore#512), at the territorial level (CBA-Brazil #280) and at the enterprise level (CBA-Bangladesh#499, CBA-Cambodia#452, CBA-India#59, CBA-Chile#223, CBA-Chile#450, CBA-Mexico#233, CBA-Republic of Korea#69).
62. At the sectoral level (CBA-Argentina#241, CBA-Singapore#512), at the territorial level (CBA-Brazil#280, CBA-Viet Nam#72) and at the enterprise level (CBA-Cambodia#170, CBA-Chile#221, CBA-Chile#223, CBA-Chile#248, CBA-Chile#450, CBA-Mexico#233, CBA-Republic of Korea#74, CBA-Viet Nam #76).
63. At the sectoral level (CBA-Republic of Korea#480, CBA-Spain#434), at the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Australia#197, CBA-Australia#238, CBA-Spain#425).
64. This applies to enterprises with 50 workers or more, or enterprises with fewer than 50 workers once a member of the elected staff delegation to the Social and Economic Committee (CSE) has been appointed as union representative.
65. At the sectoral level (CBA-France#229, CBA-France#215) and at the enterprise level (CBA-France#160).
66. CBA-France#215.
67. At the enterprise level (CBA-France#227, CBA-Spain#174).
68. CBA-Australia#197.
69. At the sectoral level (CBA-Slovenia#475) and at the enterprise level (CBA-Portugal#270).
70. At the sectoral level (CBA-Republic of Korea#480, CBA-Portugal#281), at the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Portugal #270, CBA-Portugal#272).
71. At the sectoral level (CBA-Austria#389, CBA-Slovenia#475) and at the enterprise level (CBA-Japan#342).

72. At the sectoral level (CBA-Republic of Korea#480, CBA-Portugal#281, CBA-Slovenia#475), at the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Australia#238, CBA-Japan#342).
73. At the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Australia#197, CBA-Australia#238).
74. CBA-Australia#237.
75. For example, at the sectoral level in respect of domestic workers CBA-Italy#173 and in manufacturing CBA-South Africa#251.
76. At the international level (CBA-IBF#151), at the interprofessional level (CBA-Senegal#196), at the sectoral level (CBA-Denmark#407, CBA-Finland#177, CBA-Finland#179, CBA-Jordan#431, CBA-Netherlands#195, CBA-Slovenia#475, CBA-Spain#198, CBA-Sweden#298, CBA-Switzerland#441, CBA-Switzerland#438), at the territorial level (CBA-Australia#237, CBA-USA#234, CBA-Uganda#311, CBA-Viet Nam#82), at the enterprise level (CBA-Bangladesh#499, CBA-Cambodia#452, CBA-Canada#331, CBA-Canada#334, CBA-China#427, CBA-Costa Rica#494, CBA-Pakistan#99, CBA-Republic of Korea#69, CBA-Republic of Korea#110, CBA-New Zealand#471, CBA-Spain#429, CBA-Uganda#183, CBA-USA#242).
77. At the sectoral level (CBA-Republic of Korea#480, CBA-Finland#179), at the territorial level (CBA-Colombia#393) and at the enterprise level (CBA-Brazil#279, CBA-Bangladesh#499, CBA-Republic of Korea#74).
78. At the sectoral level (CBA-Argentina#148, CBA-Finland#177, CBA-Netherlands#195, CBA-Spain#198, CBA-Portugal#281, CBA-Spain#326, CBA-Sweden#298, CBA-Uganda#311), at the territorial level (CBA-Brazil#266, CBA-Viet Nam#82) and at the enterprise level (CBA-Cambodia#452, CBA-Republic of Korea#110).
79. At the sectoral level (CBA-Jordan#431, CBA-Netherlands#195, CBA-Uganda#311), at the territorial level (CBA-USA#234) and at the enterprise level (CBA-Canada#329, CBA-Canada#331, CBA-Canada#334, CBA-Canada#338, CBA-USA#242, CBA-Spain#429, CBA-New Zealand#471).
80. CBA-Uganda#311.
81. At the sectoral level (CBA-Argentina#148, CBA-Republic of Korea#480, CBA-Republic of Korea#482), at the territorial level (CBA-Brazil#266, CBA-Colombia#393) and at the enterprise level (CBA-Brazil#279, CBA-Republic of Korea#69).
82. CBA-Republic of Korea#69.
83. CBA-New Zealand#470.
84. At the sectoral level (CBA-Netherlands#195, CBA-Jordan#431, CBA-Republic of Korea#482) and at the enterprise level (CBA-Canada#329, CBA-China#427).
85. CBA-Netherlands#195.
86. At the sectoral level (CBA-Republic of Korea#480, CBA-Republic of Korea#482, CBA-New Zealand#171, CBA-Denmark#397, CBA-Netherlands#195), at the territorial level (CBA-USA#234) and at the enterprise level (CBA-Brazil#279, CBA-Canada#329, CBA-China#427, CBA-Republic of Korea#69, CBA-New Zealand#471).
87. At the sectoral level (CBA-Republic of Korea#482, CBA-Denmark#397) and at the enterprise level (CBA-Canada#329, CBA-China#427).
88. At the sectoral level (CBA-Korea#480, CBA-Republic of Korea#482, CBA-Uganda#311), at the territorial level (CBA-USA#234) and at the enterprise level (CBA-Republic of Korea#69, CBA-USA#242).

89. At the sectoral level (CBA-Portugal#281, CBA-Republic of Korea#480, CBA-Republic of Korea#482, CBA-Uganda#311), at the territorial level (CBA-USA#234) and at the enterprise level (CBA-Australia#466, CBA-Canada#329, CBA-Indonesia#66, CBA-Japan#340, CBA-Mexico#233).
90. At the enterprise level (CBA-Japan#340).
91. At the enterprise level (CBA-Australia#466).
92. At the sectoral level (CBA-Netherlands#195) and at the enterprise level (CBA-Brazil#279, CBA-Republic of Korea#69).
93. At the sectoral level (CBA-Republic of Korea#480, CBA-Republic of Korea#482), at the enterprise level (CBA-Republic of Korea#69, CBA-Republic of Korea#74).
94. At the sectoral level (CBA-Italy#147, CBA-Spain#326, CBA-Republic of Korea#480, CBA-Republic of Korea#482) and the enterprise level (CBA-Republic of Korea#69).
95. CBA-Republic of Korea#480.
96. At the sectoral level (CBA-Argentina#148, CBA-Italy#173, CBA-New Zealand#171), at the territorial level (CBA-Australia#237, CBA-Canada#81, CBA-Spain#433) and at the enterprise level (CBA-Australia#213, CBA-Australia#238, CBA-Australia#406, CBA-Australia#409, CBA-Australia#466, CBA-Canada#338, CBA-Canada#341, CBA-New Zealand#470, CBA-New Zealand#471, CBA-Spain#429, CBA-USA#127).
97. See for instance, at the enterprise level (CBA-Canada#341).
98. At the territorial level (CBA-Australia#237, CBA-Brazil#266, CBA-Spain#433), at the sectoral level (CBA-Argentina#148, CBA-Spain#326), at the territorial level (CBA-Australia#237, CBA-Brazil#266, CBA-Spain#433) and at the enterprise level (CBA-Australia#197, CBA-Australia#406, CBA-Australia#409, CBA-New Zealand#470, CBA-New Zealand#471, CBA-Spain#429).
99. CBA-Spain#433.
100. CBA-Australia#406.
101. CBA-Spain#433.
102. CBA-Argentina#148, CBA-Brazil#266, CBA-Spain#429.
103. At the territorial level (CBA-Australia#237) and at the enterprise level (CBA-Australia#197, CBA-Australia#238, CBA-Australia#409, CBA-New Zealand#470, CBA-New Zealand#471).
104. At the enterprise level (CBA-Australia#406).

REFERENCES

- Addati, Laura, Naomi Cassirer, and Katherine Gilchrist. 2014. *Maternity and Paternity at Work: Law and Practice Across the World*. Geneva: International Labour Organization.
- Baird, Marian, Myra Hamilton, and Andrea Constantin. 2021. Gender Equality and Paid Parental Leave in Australia: A Decade of Giant Leaps or Baby Steps? *Journal of Industrial Relations* 63(4): 1–22.
- Baird, Marian, Elizabeth Hill, and Sydney Colussi. 2021. Mapping Menstrual Leave Legislation and Policy Historically and Globally: A Labor Entitlement to Reinforce, Remedy, or Revolutionize Gender Equality at Work? *Comparative Labor Law and Policy Journal* 42(1): 187–228.

- Baird, Marian, Ludo McFerran, and Ingrid Wright. 2014. An Equality Bargaining Breakthrough: Paid Domestic Violence Leave. *Journal of Industrial Relations* 56(2): 190–207.
- Briskin, Linda. 2006. *Equity Bargaining/Bargaining Equity*. Toronto: Centre for Research on Work and Society of York University.
- Colling, Trevor, and Linda Dickens. 1998. Selling the Case for Gender Equality: Deregulation and Equality Bargaining. *British Journal of Industrial Relations* 36(3): 389–411.
- Dickens, L. 2000. Collective Bargaining and the Promotion of Gender Equality at Work: Opportunities and Challenges for Trade Unions. *Transfer: European Review of Labour and Research* 6(2): 193–208.
- Finland, Ministry of Social Affairs and Health. 2019. *Samapalkkaisuuden perusteet ja edistäminen, April 2019*.
- France, Ministry of Labour, Employment and Economic Inclusion. 2022. Les négociations obligatoires dans l'entreprise: thème, périodicité et déroulement. <https://travail-emploi.gouv.fr/dialogue-social/negociation-collective/article/les-negociations-obligatoires-dans-l-entreprise-theme-periodicite-et>.
- Gregory, Abigail, and Susan Milner. 2009. Trade Unions and Work–Life Balance: Changing Times in France and the UK? *British Journal of Industrial Relations* 47(1): 122–146.
- Hepple, Bob. 2009. Equality at Work. In *Transformation of Labour Law in Europe: A Comparative Study of 15 Countries 1945–2004*, edited by Bob Hepple and Bruno Veneziani, 129–164. London: Hart.
- ILO (International Labour Organization). 2018. *Global Wage Report 2018/19: What Lies Behind Gender Pay Gaps*. Geneva: ILO.
- ILO (International Labour Organization). 2022. *Social Dialogue Report 2022: Collective Bargaining for an Inclusive, Sustainable and Resilient Recovery*. Geneva: ILO.
- Kantola, Johanna, and Kevät Nousiainen. 2009. Institutionalizing Intersectionality in Europe. *International Feminist Journal of Politics* 11(4): 459–609.
- Kirton, Gill. 2021. Union Framing of Gender Equality and the Elusive Potential of Equality Bargaining in a Difficult Climate. *Journal of Industrial Relations* 63(4): 591–613.
- Lombardo, Emanuela, and Petra Meier. 2006. Gender Mainstreaming in the EU: Incorporating a Feminist Reading? *European Journal of Women's Studies* 13(2): 151–166.
- Milner, Susan, Hélène Demilly, and Sophie Pochic. 2019. Bargained Equality: The Strengths and Weaknesses of Workplace Gender Equality Agreements and Plans in France. *British Journal of Industrial Relations* 57(2): 275–301.
- Pillinger, Jane, and Nora Wintour. 2019. *Collective Bargaining and Gender Equality*. Newcastle upon Tyne: Agenda.
- Rubery, Jill. 2002. Gender Mainstreaming and Gender Equality in the EU: The Impact of the EU Employment Strategy. *Industrial Relations Journal* 33(5): 500–522.
- Rubery, Jill, and Aristeia Koukiadaki. 2016. *Closing the Gender Pay Gap: A Review of the Issues, Policy Mechanisms and International Evidence*. Geneva: International Labour Organization.
- Votinius, Jenny Julén. 2020. Collective Bargaining for Working Parents in Sweden and its Interaction with the Statutory Benefit System. *International Journal of Comparative Labour Law and Industrial Relations* 36(3): 367–386.

- Whitehouse, Gillian, and Meg Smith. 2020. Equal Pay for Work of Equal Value, Wage-setting and the Gender Pay Gap. *Journal of Industrial Relations* 62(4): 519–532.
- Williamson, Sue. 2012. Gendering the Bricks and Mortar: Building an Opportunity Structure for Equality Bargaining. *Journal of Industrial Relations* 54(2): 147–163.
- Williamson, Sue, and Marian Baird. 2014. Gender Equality Bargaining: Developing Theory and Practice. *Journal of Industrial Relations* 56(2): 155–169.