

## WORK FLEXIBLE RELATIONS –A YET UNKNOWN MODEL IN THE GENERATION OF POSITIVE RESULTS

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### SUMMARY

In the current economic scene it is crucial to be competitive, but to continue being so is a matter of survival, be it for the enterprise as for the workers. In this context, this study deals with the evolution of flexibility in the labor relations, of the citizens, of the concepts and the typology of such relationships and of the influence of this flexibility in enterprises competitiveness. On the other hand, it presents a diagnosis of such flexibility in small enterprises of a certain gaúcho region. Such a diagnosis demonstrates the kind of adopted contracts, in which ways flexibility is used, and the interest / and lack of interest of these wishing flexibility in some functions. The methodology consists on the descriptive research of reality of a sample of the secondary and tertiary sectors of the aforementioned region, beyond being taken as a bibliographical research on the topic. The data have been gathered by means of a semi-structured questionnaire to those in charge of such enterprises. The results have been based on the qualitative analysis of the constant data in graphs and charts. The results show that these enterprises are still sufficiently subjected to the traditional forms of work relationships.

**KEY WORDS:** Flexibility in Labor relations, Competitiveness, Management, Small Enterprises.

## **INTRODUCTION**

At present, to be in the market, for the enterprises, independent of their size, constitutes a bigger challenge than it formerly was, given the extreme speed of the change that is taking place the entire world scenario. According to Pastore (1994), an innovation in the 70s lasted two years, in the 80s, only six months; then other producers were incorporated that began to compete in the market in which goods and services offered the novelty, with an increase in quality and with a decreasing price. Nowadays, a novelty only lasts some weeks, within the field of electronics, some days and in the service sector, a few hours. In this direction, and in accordance with the aforementioned author, just as the products are adjusted to the consumers' necessities, the enterprises also have to adjust their labor force to the rhythm of the change. These need to have alternatives that allow them to compete with advantages similar to the others. In this context, Brum (2003) observes that an analysis in which the diverse models of working relationships allow the knowledge of their advantages and disadvantages are an important contribution on work flexibility topic for the enterprises that want to participate in today's highly competitive market.

In view as to what has been said, the present paper seeks to present a diagnosis of working flexibility in small enterprises of a certain gaucho region. Such a study is composed of a bibliographical revision based on diverse authors, articles and of a doctoral thesis, where they present the advance of flexibility in working relationships. Next, the work highlights the typology of working relationships, its citizens and concepts. Within the environment of the results, it reveals the reality of the enterprises in relation as to how much it used the kinds of contracts and the work informal relationships, the knowledge of the topic on behalf of these and the interest / lack of interest in adopting work flexible methods.

### **Flexibility advances in Work Relationships**

Bastos-Andrade and Borges (2002) emphasize that, at present, the organizations are pressured by intense worldwide changes, in a quick and differentiated process of transformations of their structures, in the ways of work organizations and management styles of the social

relationships, in their interior. In accordance with the authors, this global process of productive restructuring that however is lived deeply, causes impacts in organizations, occupations, and unions and in the labor force itself; they surpass the traditional and bureaucratic pattern of structuring the organizational functioning. Studying the classic work system, Brum (2001) comments that, until not long ago, a certain dose of people's permanency was identified, i.e., many workers spent all their work life practically in only one, or perhaps in two enterprises, the working hours were standardized, that is, they followed an only line - complete working day, in an only place, predetermined.

Today's work reality is showing another image, different from what it used to be, in agreement with the necessity factors of the enterprises that should be adjusted to efficient methods of economic competition in the markets free flowing scenario (Bená 2004).

However, the enterprises considered bureaucratic dinosaurs – enterprises unable of restructuring; non flexible enterprises even survive this whole organizational revolution. Many of them with seemingly unbeatable positions, but they are enterprises that are in danger of survival (Toffler, 1997). They possess a short life cycle, because, according to Brum (2001), the economic situation and current policies change quickly and, it will probably continue this way. Today the first stages of a new economy are being lived that evolution from an industrial and service economy towards one of information, which demand the organizations' agility and flexibility.

Analyzing Brazilian reality, Azzoni (2005) observes that trade and services - tertiary sector - are increasing throughout the years, ending up exceeding the other sectors. Already the secondary ones also are going through changes, but in lesser scale.

Knowing a little more on the economic reality of the Enterprises, Lemos (2004) argues that the increase of competitiveness has instigated the enterprises to revise their structures that pointed to the reduction of costs and to productivity increase. This implies the exchange of production principles, characteristic of the Taylor/Ford system, based on rigid working division, specialization and little autonomy in the execution of the tasks, to achieve the worker's multifunctionality and flexibility should be adapted and to offer quick answers to the context in permanent mutation.

According to Amorim (2005), for some time Brazil, due to the socio-economic circumstances, has flexibilized its working norms. Thus, flexibilization was erected in the platform of constitutional

rules as from the 1988 Magna Charta.

According to Menegatti (2005), work right is being adjusted to the politics of creation of work. At present, it is possible to recruit workers with timetable less than 44 hours per week. Article 58-A of the Consolidation of Work Laws inserted in the legislation, the possibility of workers' being recruited for 25 hours per week, paying a proportional salary to the one who works the whole time period (44 hours per week), creating new work posts, admitting that the worker can supplement his rent with a part time job, apart from the one he already has. There were also benefits for those people whose activities did not need them to be present in their integral shift. These contracts are interesting, because they aim to assist special necessities of both parties (the enterprise-and the employee's)

Analyzing the flexibility of work relationships within the Brazilian environment, it can be said that this process takes place in a gradual and moderate way, whose objective consists on diminishing the restrictions and the high costs of contracts and of formal demission, (The Reform in the CLT, 2002). For Pastore apud Bena (2004), flexibilization promotes the desobstruction of the legal problems that block the formalization of people in the work market.

According to Brum (2001), the evolution of the new work relationship models impose new kinds of more flexible and more accessible labor contracts to the necessities of the enterprises and their employees. It is necessary for the enterprises to know and to adopt those that best suit them for certain posts.

### **Citizens, Concepts and Typology of Work Relationships**

According to Lucena (2005), the subjects of an industrial relation are the employer and the employee. The first one is who assumes the whole risk of the activity; it is he who receives the resulting benefits of the employee's activity, besides supporting the damages of the business; the entrepreneur is who has authority to command. The second is the individual who draws up the employment contract with the entrepreneur. The working relationship is established as from a contract that, according to Lucena (2005), can be agreed on in writing or verbally, as from then an agreement exists between the parties, without avoiding the legal scope.

Besides the above aforementioned conditions, to achieve contract viability, according to

Bacciotti (2000), there exist three basic principles: that is the will to be autonomous, which means the freedom of the parties in stipulating what best suits them; nevertheless, the principle of public order supremacy, that is to say, the will of the parties has as a limit the terms from the pertinent legislation to this matter, to moral and public order principles, and finally the obligations, their fulfillment for both parties.

The legislation as to the contracts is in articles 1079 to 1504 of the Civil Code. The work contract, according to Lucena (2005), has the following characteristics: it is bilateral (signed between two persons, that is to say, employee and enterprise); it is consensual (it results of the agreement of the parties); synallagmatic (with the obligations and reciprocal rights); onerous (remuneration is an essential factor in the configuration of the employment contract); of successive and periodic benefits (the employee should be available for the enterprise, receiving orders and executing the services, unless in the cases foreseen in the law, as vacations, occupational accidents, etc.); it is of statutory nature (CLT which dictates the labor regulation contract norms); adhesion (at the moment that the employee adheres to an employment contract, he adheres to the enterprise norms, as from that moment it agrees with the law).

Brum (2001) draws the attention due to a series of models and according to the working relationships that can be organized according to the reality and the interests of both citizens of this relationship, through several kinds of available employment contracts within the present legislation.

## **1 - Topology of Labor Contracts**

### **1.1 Classical or undetermined employment contract.**

The main characteristic of this kind of contract consists in that the parties do not preset the moment of extinction or ending, existing a contractual relationship of the successive treatment, of continuity. However, the same can be rescinded at any moment. Their culmination is given due to the stability, at present, of efficiency in Brazil. This kind constitutes the general rule (Mendonça, 2003). According to Pinto, "the contract for an undetermined term offers the employee more advantages, conferring on him a protection in the preservation of the labor bond". [Pinto, 2001, p. 59]

## **1.2 Contract for a determined term**

This modality of contract foresees a duration term. Silva (2002) observes that, due to the unemployment increase, the fixed term contract was the form that countries had adopted to absorb the workers that had employments considered precarious. Later on, this began to be introduced through laws. In accordance with 1<sup>st</sup> paragraph, of article 443 of the CLT this employment contract has as its objective to be enforced during a definite time period whose validity will depend on the preset term or even of the realization of certain susceptible occurrence of foreseeable forecast.

The experience contract, according to Niess (2001), is a contract modality for a certain period that is useful to verify if the employee possesses the aptitude to exercise the function for which he was contracted.

Pinto (2001) affirms that it is the kind of contract most used in Brazil. In accordance with Lucena (2005), this contract can never exceed 90 days. In case this happens, it automatically becomes a contract for an undetermined period.

Niess (2001) contributes commenting that subject to this established bond, it incorporates between the experienced employee hired and the employer it is the same one that another employee settles down with anyone hired for an undetermined term, concerning his application to the CLT (except notice and compensatory indemnification by the Guarantee Fund for Working Time (FGTS) that is, therefore the obligation and registration in the Work Card and Social Security (CTPS). Nevertheless, the advantage of this contract is that the employer, if at the end of the experience contract is not satisfied with the work, he will be able to fire the domestic employee without fulfilling or compensating notice, and it can be that the employer wants to fire the employee during the validity of the experience contract. The recommendation consists on carrying out an experience contract, for the term of 30 days and later if necessary to check the employee's qualities, to continue it for another 30 days or, at the most, 60 days, as suggested by the site "Brazil Consumidor" (2005).

Another contribution as to the benefits of the determined time contracts, is given by Trigo (1996) apud Brum (2003), which according to him, these contracts are quite interesting for the enterprise, therefore, the costs of the temporary workers are transformed from fixed personnel

costs to variable costs; apart from this, the enterprise has productive personnel from the first moment and only while it needs it; competitiveness improves, to avoid superfluous costs and to allow to hand over the orders on time or to do the services with the appropriate attention; in general the workers already come with the necessary abilities for the function in question, which allows the enterprise to avoid training costs.

In Spain, the "Empresas de Trabajo Temporal" (ETT) (Temporary Work Enterprises), are playing an important role as to supplying this kind of worker (Mur, 2000). Also, one should mention that, more than 16% of the temporary recruiting, during 1999, was negotiated by ETT, which proves to be an important source of employment generation (Schreur, 2000). In that country, industry and services are the sectors more adept to this model. The hotel area is the one which mostly stands out, using this kind of contract when there is great tourist demand (Rubio, 2000).

Internship recruiting can also be mentioned as an example of fixed term contracts, which takes place through integration agents whose purpose is to recruit, register and select students / internships and to place them in enterprises licensors of internships. This kind of contract establishes a contact between the education system and the production, service, community and government sectors, according to conditions agreed on in an appropriate instrument, between teaching institutions and public or private integration agents (Pinto, 2001). According to the site Estagiários.com (2005), the recruiting of apprentices is not carried out by the CLT and it does not possess a pre-established remuneration. The formalization of these recruits is regulated exclusively by the Apprentice's Contract. The document, unique, should be signed by the enterprise, by the apprentice and by his teaching institution. The apprentice does not belong to the pay roll, he will only have to sign the monthly publication of the receipt of the scholarship-internship, which is determined by means of the free agreement between enterprise and apprentice and will be explicated in the Internship Contract, in conformity with the Current Legislation. Nevertheless, about these matters, as determined the Law that regulates them, they do not impact in any of the social responsibilities foreseen in the CLT, such as FGTS, Social Welfare National Institute (INSS), 13<sup>th</sup> salary, vacations, notice, etc. The act of the contract of apprentices is an alternative for personnel's lease that must not be forgotten. This mode of working relationship is very positive as much as for the enterprise as for the apprentice, since the student,

during the time of his contract, will be able to qualify within the philosophy of the enterprise, being able to be made effective when the temporary contract ends. Such matter will depend on the necessities of the enterprise and of the apprentice's interest, and it can be indefinite time, part time or other kinds of flexible contracts that the enterprise judges convenient.

### **1.3 Part Time Contract**

According to Art. 58-A of the CLT, the part time duration work is of a maximum of 25 hours per week. According to Júnior (2005) and Cassar (2002), the part time contract is a good alternative for the enterprises due to the flexible process of the of the work once the laws of political of salaries and of readjustment of the value of minimum salary have established hour value, day value and monthly value for salary calculations.

Thus, it is possible (and always) to hire workers for two hours per day, three times per week, in a total of 6 weekly hours, in this way the minimum per hour value is respected. In this case, the minimum salary paid at the end of the month, will be inferior to the monthly one, settled by law, but the same or superior to the one established by the same law. (Cassar, 2002).

Nevertheless, according to Cassar (2002), the rule for the part time contract consists on the proportional salary to the work carried out. An interesting fact to be mentioned is that during the period 1994-2000, nearly 80% of the new work lines created in the European Union, had been part time, and at present, they represent 20% of the labor force, in Holland they already include 40% (Pastore, 2003).

### **1.4 Work or Shared Post**

The shared position is extremely connected with the part time work, where people hired for a same job, share the necessities and responsibilities related to the position, proportional to the number of hours worked, being divided or alternated every hour, work days, according to the necessity required by it, or being able to, in special occasions, work together (Brum, 2001). According to what mentioned, Júnior (2005), says that the part time contract, as well as it resembles the different forms (shared position), it can also certainly contribute in the resolution of certain work matters.

### **1.5 Subcontracts**

According to Szklarowsky (1997), the subcontracts, or the arrangement with third parties, in the execution of the objective and of the contractual obligations, is perfectly legal, whenever there is a forecast of this capacity in the proclamation and / or contract, up till the amount accepted by

the contractor, answering to the agreement for the total execution of the contracted object and for the acts or omissions of its subcontracted. As example of Szklarowsky (1997) completes:

If the management hires an enterprise to execute a route, it cannot pretend that this by itself execute all the services that make up such a work, which would be absolutely impracticable, without caring about foundations and calculations. If to carry out the work for which it was subcontracted, as a specialized enterprise, due to the fact that the hired one will answer for the eventual vices and the realization of the Management will always be with this one. [Szklarowsky, 1997].

Most of the enterprises of the sector have evidenced that, on certain occasions, it is more advantageous to subcontract specialists for the execution of certain activities, with better quality than to maintain the employees of the enterprise. The specialists of the teams can execute an activity with better quality, productivity and with low global cost. Brum (2001) reaffirms the subcontract idea alleging that it consists on a form to make flexible the services they use, which requires the enterprise employees' time and which could be subcontracted so that the worker can exercise his main function better, dedicating to this the whole time which before were used in another function, thus, he makes his work render better, and the enterprise gains in terms of quality and productivity of the service carried out by its employee and the subcontracted.

### **1.6. Telework**

Based on Nascimento (2005), the conceptualizations in telework are varied and are found in roads of evolutionary formation, there not existing a consensus on behalf of the specialists on the topic, as to what refers to as a necessary definition and, if possible, widespread. The divergences happen in the relationship as to the use or not of informatics technologies and of communication and regularity of the number of hours/month dedicated to the activities that are developed outside the traditional office. In the ILO telework is the work form made in a place distant from the main office or the production center, which allows physical separation and implies the use of new technology easing communication (Nascimento, 2005). Already for Lima (2002), this modality means to take the work to its executor instead of taking it to the work. Nevertheless, in accordance with the European Telework Commission, this modality is a new work form defined by the use of computers and of telecommunications to change the currently used work geography, that is to say, it happens when the workers with monthly salaries, usually work at home (Nascimento, 2005). Also, this work alternative has possible advantages for the enterprises such as: the reduction of fixed costs, increase in productivity associated to an increase in motivation, reduction of

absenteeism, increase of organizational flexibility; as for the workers, the reduction of time used in transport, the reduction of stress level, schedule flexibility, increase of available time for their family and personal life, the increase of the occasions of work (for the handicapped, mothers with small children, etc.), the reduction of incumencies with dislocations and food (Large Salespersons, 2005).

However, this modality demands some costs such as installation, maintenance and renovation of equipment necessary for telework. The enterprise will also take into account this to find ways to control the use of the equipment, to carry out a criteria in the selection of personnel among the candidates with coherent and firm work habits, with the capacity of time management which demonstrates they require minimum supervision and, on the other hand that enjoy a certain degree of personal and family stability (Brum, 2003). With these cares, telework has shown a great extension in Europe, basically in function of computer science's technological development and telecommunications and the significant reduction of its costs. Another factor that contributes to strengthening the teleworker is that it can be hired for carrying out the job, with a temporary contract, for part time or full time. (Fernández and Dávila, 2000).

### **1.7. Work per day or flexitime schedule**

The flexibility of the hours of the operation is the process of adaptation of labor norms to the convenient reality, whichever be the retractions, or economic expansions, the technological processes, the social or political transformations (Simecs, 2004). For Cassul, in second place (2002), the normal hours foreseen by the labor laws are of 8 hours, however, the increase of this day is pointed out as solution with regards to the times of crisis. But for many enterprises, such as automobile assembly plants, are betting on flexibility.

Such work hours flexibility, however, is not an infallible remedy, it would be able to attenuate, and a lot, the social suffering of unemployment. In the way in which enterprises can practice the days specified in every week or month, maintaining, within the year, the weekly average hours foreseen by law or agreements and collective work conventions, in this way they would have a tool capable of balancing production fluctuations, which would not prohibit the control of manpower excess [Silva, 1997 p.89].

On the other hand, and according to Brum (2001), this is a form of work relationship where the worker specifies his daily, or weekly working hours, receiving the remuneration corresponding to the hours that one really works.

### **1.8. Recruiting Retired Persons**

Many times enterprises lose these professionals, their knowledge, experiences and the appropriate economy they generate for the enterprise, in terms of social responsibilities that are many times, put to one side, and that could be better used. The act of contracting this type of personnel, estimates an enormous cut back in costs for the enterprise, since they will not have to contribute with the Social Security System, and probably will not need to invest in the formation, inclusive these retired people could have been, at one time, their employees, which would denote a knowledge of the enterprise, their products, services and customs (Brum, 2001).

There are many models of possible work relationships to be implemented to the diverse kinds of existent employment contracts. According to Lucena (2005), there exist others apart from the current ones that will not be detailed here; some are the kinds which have already been analyzed, at least with diverse nomenclatures.

### **Flexibility and Competitiveness**

As an important commentary, after studying some contracts, Júnior (2005) stresses that it would be interesting for the enterprises which go through a revision in their traditional work relationships, adjusting them to be flexible according to market reality, once such relationships do not constitute a tight compartment, indifferent to the necessity of the adaptation to the new competitive context. For Mendonça (2003), a good work relationship would keep in mind its duration, quality, contractual purpose, its citizens, the work sites, remuneration periodicity and its form. For Hutchinson and Brewster (1995), a basic aspect that the enterprises should consider is that the adoption of work flexibility is not in fashion, a question and yes a necessary alternative to face the costs of the act of the personnel's contract, to a more reduced cost that brings a series of advantages such as reduction of costs, increase of productivity and competitiveness, improvement of service offered to the client, reduction of absenteeism, greater team work capacity, a more open way of management and personal satisfaction.

As unemployment was becoming something common in the work world, the new and flexible, or abnormal, work relations not only remain, but rather they are growing in a concrete and important way, which transforms the typical work future (Brum, 2001). Siqueira (2004) says that the matter of post-modern flexibility in a reality with the domain of new information and communication

technologies, are the basis of the new conceptual system that brings concepts such as multilineality, net, links, disorder, interactivity, etc. that questions a system of things, of facts, of images and of visions of Fordist modernity, that became almost sacred due to the stability they maintained for a long period where authority was unquestionable and they had been disclaimers of autonomy, of participation and of dialogues democracy. Being this way, flexibility is also a principle of how to act under post-modernity conditions, that is to say, if there is a negativity in the economy that ends up being basic in the post-modern society-culture, so this is a question that can be associated in such a way to the repressive forces as to the liberating ones.

### **Materials and Methods**

The work methodology consisted on a descriptive research. The data were gathered by means of the semi-structured interview (questionnaire) to research the reality of a sample of the universe of small enterprises of the region of the Jaguari Valley, in the Rio Grande del Sur state. Also, deep bibliographical revision was carried out on the topic. The present study has used a sample of 16 enterprises of the secondary and third sectors that consist in the cadastre registration of the SEBRAE 2000, 26.2% of the universe corresponding to the total of enterprises. The summary of the data was carried out by means of the use of a questionnaire with open and closed questions, directly to those in charge of the enterprises.

### **Analysis of the gathered data**

Analyzing the representativeness of the sectors that make up the small enterprises studied, 12% of them represent the secondary sector and 88% represent the tertiary one, being that, of this last one, percentage, 44% is business enterprises and other 44% correspond to service enterprises. With regard to the operation time of such enterprises, these present a sufficiently balanced chart, as shown in chart 1

**Chart 1:** Showing of Operation Time of Interviewed Enterprises

	<b>From 0 to 10 years (%)</b>	<b>From 11 to 20 years (%)</b>	<b>From 21 to 30 years (%)</b>	<b>+ 31 years (%)</b>	<b>No info (%)</b>
Operation Time	18.75	25	18.75	25	12.5

Source: Own elaboration based on data gathered through the questionnaire.

Verifying the number of employees per unit, one notices that 37.5% of the enterprises in question have between 11 and 20 employees and 31.2% have more than 21 workers. Up to 10 employees, are identified in a percentage of 24.9% of the enterprises, (Chart 2)

**Chart 2:** Demonstrative of the Number of Employees per Unit of the Interviewed Enterprises

	<b>From 0 to 5 (%)</b>	<b>From 6 to 10 (%)</b>	<b>From 11 to 20 (%)</b>	<b>More han 21 (%)</b>	<b>No info (%)</b>
Employees per Unit	6.25	18.75	37.5	3125	6.25

Source: Own elaboration based on data gathered through the questionnaire.

With regard to the kinds of employment contracts adopted by the small enterprises of the Jaguari Valley, the contract for uncertain time prevails, verifying the generalized use in 93.7% of the interviewed enterprises. Another predominant percentage is given in the experience contract, (56% of the enterprises emphasize in its use). Chart 3, demonstrates the prevalence of the traditional contracts, where the abnormal contracts such as telework have never been used by 75% of the interviewees; also, 87% of them never hire retired persons and neither do they make use of shared positions; the act of the contract for part time, subcontracting, the fixed term contract and the flexible day work, have never been used by 56% of the enterprises of this present study. Work in flexible time is a common practice for 37.5% of the interviewed enterprises, and others (50%) never adopt it.

**Chart 3: Demonstrative of the use of Kinds of Contract for the Interviewed Enterprises**

KINDS OF WORK RELATIONSHIPS USED BY THE ENTERPRISES	GENERALLY (%)	POSSIBLY (%)	NEVER (%)
Recruiting for a certain time	31.25	25	43.75
Subcontracts	25	18.75	56.25
Part time Recruiting	31.25	12.5	56.25
Shared post	31.25	0	68.75
Flexible work schedule	37.5	12.5	50
Flexible work day	25	18.75	56.25
Telework	18.75	6.25	75
Retired People recruiting	0	12.5	87.5
Recruiting for uncertain time	93.75	0	6.25
Experience Contract	56.25	25	18.75
Recruiting through the CIEE	25	31.25	43.75

Source: Own elaboration based on data gathered through the questionnaire.

With regard to the existent informal flexibilities in the enterprises interviewed for the execution of the tasks on behalf of the employees, one evidence is the schedule, an aspect mentioned by 93.7% of the enterprises. However, it is highlighted that this flexibility only happens in cases of the employee or enterprise's extreme need. Also, the duration of contracts was another example mentioned by the enterprises; therefore 56% of them had mentioned some form of flexibility in this time. No other form of flexibility, such as the work place, was referred to, and 18.7% do not adopt neither believe to be able to admit in their managerial reality such kind of relationship (Chart 4)

**Chart 4: Demonstrative of the Existent Kinds of Informal Flexibility in the Enterprises**

KINDS OF EXISTENT INFORMAL FLEXIBILITY IN THE ENTERPRISES, FOR THE EXECUTION OF TASKS	Yes (%)
Flexibility in work schedule	93.75
Flexibility in duration of contracts	56.25
Others	.0
It does not adopt flexible relationships	12.5
Enterprise does not admit such a kind of relationship	6.2

Source: Own elaboration based on data gathered through the questionnaire

When asking the enterprises on recruiting of talents, 100% said that they have never wasted a good candidate due to schedule or work place matters.

When analyzing the knowledge domain of the enterprises as for work flexibility, it is verified that a 56% of the interviewees, mentioned they knew and used some of the possibilities of labor

flexibility. Another 31% alleges not to know the legislation that embraces this matter, another 31% shows interest in the flexibility of some functions, and therefore they are looking for information and 18.7% say that they have already heard about it, but they were still not interested in the topic in their enterprise (Chart 5).

**Chart 5:** Demonstrative of the Enterprises' Knowledge as to Work Flexibility

<b>ENTERPRISE' KNOWLEDGE AS TO WORK FLEXIBILITY</b>	<b>(%)</b>
They do not know legislation relationships	31.25
They have already heard about it but they are not interested	18.75
Look for information on flexibility	31.25
They know and use some flexibility possibilities.	56.25

Source: Own elaboration based on data gathered through the questionnaire

Evaluating the problems faced by the enterprises with regards to their employees, it is evidenced that the great majority of the interviewed enterprises (56%) affirm not to possess any kind of problem which refers to the realization of work for their employees. However, 37% demonstrate to have difficulties with some employees as for clients' satisfaction; 18,7% separate absenteeism; with the same percentage a low productivity appears and for 6% of the enterprises rotation is mentioned as an existent problem in its personnel chart (Chart 6).

**Chart 6:** Demonstrative of problems faced by enterprises, with some employees

<b>PROBLEMS FACED BY ENTERPRISES WITH SOME EMPLOYEES:</b>	<b>(%)</b>
Client Dissatisfaction	37.5
Absenteeism	18.75
Rotation	6.25
Low productivity	18.75
It does not present problems	56.25

Source: Own elaboration based on data gathered through the questionnaire.

When asking the interviewees regarding the possibility of flexibility of some posts in their enterprises, more than 94% of these, do not visualize this possibility, 6% only considers such an alternative as viable for some enterprise posts.

## FINAL CONSIDERATIONS

After a deep analysis of the results obtained with the current research, one concludes that the small enterprises of the Jaguari Valley still continue to be attached to the traditional forms of work relationship. On the average, a third of these (28.5%) have affirmed that, generally, they adopt as practice some flexible forms. This fact, according to what demonstrated in the data analysis (more than 80% do not know, they had heard speak about it but they are not interested, neither are they looking for it) and in informal chats with those in charge, it is due to the lack of greater knowledge on the "work flexibility" topic. It is believed that as it is still considered a new topic, the enterprises are seen as being distrustful, without a lot of desire to research on it, and to look for in it, changes that will facilitate their permanency within the competitive market. As a first contribution to the current study, it is suggested that the enterprises look for more information regarding the mentioned topic. A first reading can be made with the theoretical reference of this work, and then to analyze or look for a consultant that will help them in the identification of the possible posts to be made flexible and the possible flexible forms for such.

With the existent informal relationship to flexibilities in the enterprises, it is verified that, although, more than 90% of them mention that they are flexible with their employees' schedules, this is not a daily practice and it only happens in cases of extreme necessity for the owner or the employee.

Also, flexibility exists outside the role, adopted for the time of duration of the employment contracts (mentioned by 56% of the interviewees). This demonstrates the existent potential within the enterprises of adopting formally more flexible contracts. An interesting aspect is the fact that 100% of the interviewed enterprises never affirmed to have despised a good candidate due to schedule or work place matters. This statement, for the results obtained, takes us to two possibilities: or there was not waste of talents because the same were adapted to the schedules and the defined places according to the enterprise; or that some of these, as mentioned previously, did not carry out such flexibility and they made a mistake in the answer.

Once the existence of difficulties with some employees was detected as for clients' dissatisfaction (mentioned by 37%); absenteeism (18.7%); productivity drop (18.7%) and rotation (6%), flexible models of work relationships, associated to other management practices, could

contribute with the enterprise to reduce, such problems, to the minimum.

There are several possible models that the enterprises can use. As to this, one suggests that the traditional work relationships be revised, adjusting some posts to their market reality. The enterprises, in this suggested revision, will certainly identify the posts that cannot become flexible. However, others will probably, be able to do so, and for such, flexibility takes into account the duration, the quality, the contractual purpose, its citizens, the work places, how the remuneration is, and its form can mean, also, the enterprise's survival strategy.

The fixed term contract is a sufficiently interesting alternative for the enterprises; therefore, they will be used in a definitive number of employees, really, in accordance with their personnel's necessities. Also, the recruiting of apprentices, for example, is a good alternative for the fixed term contract; therefore, the same enterprise, looking towards the future, from now on will be able to get to know the future employee. In the case that this is useful for the necessities of the post, they will be able to, at the end of their training period, to be taken on definitely according to the contract modality that better suits both. Beyond being of great importance for the student this practical experience of what is learnt in theory, for the enterprise the advantages of this contract are also very positive; therefore, it will save all their work incumbencies during a period in which they will be "molded", according to their culture, norms, and policies. Both sides win.

Another good option, practically never used by the enterprises, and is worthwhile to be considered, is the contract with retired / pensioners; therefore beyond the fact that they have good knowledge and experience, they do not need high salaries to receive the "Previdencia" retirement. On the other hand, the enterprise saves for not needing to pay some incumbencies.

Also, the subcontracts of some functions, as accounting, for example, prevents the concerns that deviate the enterprise's attention from its main activity, when entrusting such a service to another competent enterprise.

As for telework, it is suggested to the enterprises deepen their knowledge with regard to it, therefore, it is a very interesting alternative of flexibility that can facilitate the contract or the operation of some talents of the enterprise itself, that cannot be maintained in the headquarters themselves due to certain reasons.

To conclude, beyond these formal flexibilities, the informal ones should also be valued, such

as, schedule and work place. Such flexibilities, clearly without excesses, do not damage the work to be developed, are important to improve the relationship employee/employer and to favor productivity.

## **BIBLIOGRAPHY**

Please refer to artic's spanish bibliography.