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*For my parents (Para mis padres)*

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## LIST OF ABBREVIATIONS

BWI	Building and Wood Worker's International
CIETT	International Confederation of Private Employment Agencies
CGU	Council of Global Unions
CSR	Corporate Social Responsibility
ETI	Ethical Trading Initiative
EUROFOUND	European Foundation for Living and Working Conditions
EWC	European Works Councils
GFA	Global Framework Agreement
GUF	Global Union Federations
GVC	Global Value Chains
ICEM	International Federation Of Chemical, Energy, Mine and General Workers' Unions
ICFTU	International Federation of Free Trade Unions
IFA	International Frameworks Agreements
IFJ	International Federation of Journalists
ILO	International Labour Organization
IMF	International Metalworkers' Federation
IOE	International Organization of Employers
ISO	International Organization for Standardization
ITCILO	International Training Centre of the International Labour Organization
ITGLWF	International Textile, Garment and Leather Workers' Federation
IUF	International Union of Food, Agricultural, Hotel Restaurant, Catering, Tobacco and Allied Workers' Associations
MNC	Multinational Corporations
NGO	Non-Governmental Organizations
OECD	Organisation for Economic Co-operation and Development
PSI	Public Services International
SME	Small and Medium Sized Enterprises
TCF	Textiles, Clothing and Footwear
UNCTAD	United Nations Conference on Trade and Development
UNI	Global Union for Skills and Services
WTO	World Trade Organization
WWC	World Work Councils

## RELEVANCE AND JUSTIFICATION

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International Frameworks Agreements (IFAs) are commonly defined as bilaterally negotiated agreements concerning a number of labour rights and working and employment conditions between multinational corporations (MNCs) and global union federations (GUFs). IFAs aim to apply these principles in the locations where a multinational operates and sometimes along and across its supply chains. Their primary goal is to provide a space for enabling workers' right to freedom of association and collective bargaining. Nonetheless, IFAs also largely embrace other international labour standards.

IFAs could be regarded as a voluntary international instrument meant to co-regulate the impact of the global capital on workers' rights and conditions at diverse geographical scales and at different organizational levels. Whether IFAs can be characterised as a form of industrial relations, a corporate social responsibility initiative or a practice at the intersection of both is not the main concern of this paper. IFAs might not be the panacea. However, if through the encouragement of freedom of association IFAs can bring about the implementation of certain core international labour standards, from the South to the North, this initiative may be worthy of respectful attention.

## ABSTRACT

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This paper discusses IFAs in terms of whether they can realize the implementation of certain core international labour standards through the encouragement of the respect for freedom of association (the right to join a union) at diverse geographical and functional levels within MNCs and their supply chains. It assesses this through interviews with GUFs, an on-line survey directed at union leaders conducted in Latin America and Africa and a critical review of the main academic literature on IFAs. Based on this, the paper identifies some critical factors that unionists have to face in order to put IFAs into practice such as some companies' resistance to and fear of the unknown; lack of perception of IFAs' added value on the part of some MNCs; possible tensions between unions; divergent opinions (about IFAs) within the same MNCs; failures of communication within MNCs and among workers' representatives; a need on both sides (MNCs and trade unions) to improve both awareness and education about IFAs; a need for more active involvement in an IFAs approach by both local managers and local unions; and the widespread practice of outsourcing. The respective attitudes toward this tool on the part of practitioners and the academics are contrasted whenever possible.

**Key words:** international framework agreements; trade unions rights; multinationals; labour internationalism

“[T]he real *effects* of globalizing processes are felt not at the global or the national level but at the *local* scale: the communities within which real people struggle to live out their daily lives” (Dicken, 2007: 438).

“IFA” stands for International Framework Agreement. In narrow terms<sup>1</sup>, IFAs are commonly defined as bilateral negotiations between multinational corporations (MNCs) and global union federations (GUFs) on a number of labour rights and working and employment conditions. This would suggest that IFAs strictly involve global actors, at least at the level of negotiation. Unfortunately, things are not so simple in practice. MNCs and GUFs are not the only players in this game during its negotiation phase. On the trade unions’ side, in conjunction with GUFs, other central management bodies such as world work councils (WWCs), European works councils (EWCs) and national unions might take part. Equally, on the employers’ side, innovative agreements have shown that other than MNCs might be involved, such as a specialized United Nations agency or the corporate members of the CIETT (international confederation of private employment agencies)<sup>2</sup>.

In practice, it is a tricky task to try to count the number of existing IFAs. IFAs can adopt other names, such as “global framework agreements”, “declaration on social rights and industrial relationships” or “sustainable development agreement” among others. But above all, their scope can vary considerably from one to another. However, as an informant from a GUF once exclaimed: “rather than what is stated in the paper, what matters is its implementation!” She is absolutely right.

Unions are currently playing a key role in countries such as South Africa, Brazil, the Republic of Korea, Poland and Egypt (Sommer, 2011: xi). However, since the mid-1970s, trade unions’ bargaining influence has been particularly declining in “developed economies”; though union density can vary between and within countries, sectors or even particular companies (Dunn, 2011: 63). The reasons why unions are in decline are contested. For some, “[t]he reorganization of production and services within and across borders, changing professional and social identities, and weakening links with political parties and their projects” are all factors which have simultaneously modelled the present union practice (Levesque and Murray, 2010: 334). For others, those discourses which associate directly the weakening of labour’s organization with economic change (e.g. the shift from manufacturing to more knowledge-intensive production and service activities and the structural shift from large companies to networks) are questionable (Dunn, 2011: 63-78). While these reasons should be subject to a more critical scrutiny, the fact is that on the whole unions’ influence is presently weakened. This is publicly admitted.

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<sup>1</sup> There is a wider definition of IFAs that do not include GUFs as a signatory party. These cross-border agreements (European Framework agreements) do not form part of this research. For comparative analysis between both, see Telljohann et al., 2009.

<sup>2</sup> This agreement has been termed as CIETT-UNI memorandum of understanding.

In this context, it might even seem natural that, for most GUFs (which are international federations of national sectoral unions), IFAs' primary goal is to provide a space for enabling workers' right to freedom of association and collective bargaining. Equally, IFAs largely embrace the International Labour Organization's (ILO) core labour standards<sup>3</sup> and, for the most part, the Organisation for Economic Co-operation and Development (OECD) guidelines for multinational enterprises. What is more, the scope of these agreements frequently surpasses these minimum principles; topics such as health and safety, HIV/AIDS, training and environmental protection can also be covered depending on the economic sector. IFAs aim to apply these principles in the locations where a multinational operates and sometimes along its supply chains (mainly, suppliers and subcontractors).

It is worth noting that at the global scale there is a lack of legal framework for any form of social dialogue. That is, "there is no official recognition or encouragement for transnational dialogue and collective bargaining in the relevant ILO conventions" (Drouin, 2008: 241). In this sense, IFAs are voluntary regulatory agreements. As Gereffi (2005: 6) writes pointedly, "[t]he global market took off. But there was no similar development of regulatory and redistributive capacity at the global level". The impact of this openness of the world economy on work and employment is controversial. Job insecurity, labour market instability, pressure on wages and working conditions (resulting in precarious and informal jobs) or restrictions on freedom of association are common characteristics of the present labour scenario (Keune and Schmidt, 2009).

So far, attempts on behalf of the ILO to incorporate social clauses in international trade agreements through the WTO (World Trade Organization) have not succeeded. In 1996, at the WTO Singapore Ministerial Round, "developing countries" refused social clauses, for being considered a "disguised form of protectionism" (Berg and Kucera, 2008: 21). Nevertheless, at that round, the ILO's role in formulating and fostering international labour standards was endorsed by ministers. This led later to the unanimous<sup>4</sup> adoption of the ILO's Declaration on Fundamental Principles and Rights at Work and its Follow-Up of 1998 that applies to all ILO member countries regardless of whether they have ratified the conventions associated.

This does not signify that provisions for promoting labour rights are not being included whether in bilateral or multilateral free trade agreements or in regional integration. This is increasingly happening. Yet, at times this approach is criticized for including labour provisions as "aspirational standards" rather than enforceable commitments (Dolumbia-Henry and Gravel, 2006: 197). It is too early yet to assess up to what extent these agreements are truly protecting workers' fundamental and labour rights (ibid: 203). All in all, as Munck (2002:

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<sup>3</sup> See annex I for clarifications on ILO's core labour rights and conventions associated.

<sup>4</sup> To be precise, the Declaration was adopted by 273 votes against 19 abstentions. Though "most of the abstaining countries have co-operated in the implementation of the Declaration" (Kaufmann, 2007: 297). That is why it is generally said that it was unanimously approved.

166) reminds, [w]e certainly need to recognize that a social clause as part of international trade agreements can only impact on the export sector and thus will not affect the majority of workers". In other words, assuming that the potential agencies responsible for implementing and monitoring this approach were transparent and democratic, the introduction of social clauses through international trade agreements would mean a partial response.

Non-state actors (unions, NGOs and other civil society organizations) are putting in place alternative strategies to traditional labour law. In this context, IFAs could be regarded as an international voluntary instrument to co-regulate the impact of global capital on workers' rights and conditions within MNCs or along its global value chains (GVCs). A reminder here might be helpful: MNCs and its supply chains are not the single economic dynamics at worldwide scale. Small and medium sized enterprises (SMEs), micro businesses and self-employment (in the formal or informal economy) outside these dynamics play also a vital role. This research acknowledged their paramount importance; however because of the nature of IFAs, it does not deal with them directly.

With regard to MNCs, its vivid expansion cannot be easily denied. As documented by Epstein (2003: 251), together with trade, "MNCs have been a premier agent of globalization in the last half-century". Two contested words in this quotation arise: globalization and MNCs. In this paper, following Dicken (2007: 8), globalization is understood as processes that "are reflected in, and influenced by, multiple geographies". This statement underscores that the world economy is not bi-dimensional (localization versus globalization), but multi-dimensional. Internationalization and regionalization are also processes manifest in the global economic realm. The fact of looking at these different trends as processes highlights its interactive and fluid character (ibid.). These processes have been partly facilitated through the development of transportation and communication technologies. On the other hand, following this same author, an MNC "is a firm that has the power to coordinate and control operations in more than one country, even if it does not own them" (Dicken 2007: 16). Still most of the MNCs are situated in "developed economies". However, it might also be recognized that, though with different features, MNCs whether regional or global are particularly emerging in the last 15 years in "developing and transition economies" such as India, South Africa, Egypt, China, Hong Kong (China), Brazil, Mexico, Singapore, Malaysia and the Republic of Korea, among others (UNCTAD, 2006).

MNCs have adopted a model of production known as global value chains (GVCs). This is to say, economic activities spread within and across different territorial levels, but centrally controlled at the organizational level. Productivity, flexibility and cost guide these processes. From the GVC perspective, in its origins, a distinction between producer-driven chain and buyer-driven chain was drawn. *Producer-driven chain* referred to technology-intensive industries characterized by "[m]ultilayered production systems" led by a company but connecting a notable number of subsidiaries and sub-contractors, which typically produce components of finished goods. *Buyer-*

*driven chain* referred to labour-intensive industries characterized by “decentralized production networks” and controlled by lead companies (buyers and brand-companies, among others). Under this category, finished good are frequently manufactured in developing countries (Gereffi, 1994: 215). In the course of time, this original model has been challenged and enriched even by the forerunner of this idea (Gary Gereffi) and his colleagues.

Until now, it has been argued that most companies which have signed an IFA are embedded in producer-driven chains. Particularly, IFAs have proved to be difficult to accomplish under a typical buyer-driven model (Miller, 2004, 2008; Hammer, 2005). This might explain why there has so far only been one IFA<sup>5</sup> signed in the textile and clothing sector, which is typically framed under a buyer-driven chain. However, as Riisgaard and Hammer (2011: 172) recently suggest, “in some producer-driven chains ... producers are increasingly outsourcing production or component manufacture while keeping control of promotion and marketing of the brand names on which market access is based”. In other words, the borders between buyer-driven chain and producer-driven chain are becoming blurred.

The particular reasons why there is only one IFA signed under the auspices of the global union ITGLWF (International Textile, Garment and Leather Workers’ Federation) in the textiles, clothing and footwear (TCF) sector, which is classically catalogued as a buyer-driven chain, have been thoroughly examined. Particularly, Miller (2004, 2008 and 2011) has studied this issue in depth. By contrast, if we accept as point of departure that in empirical reality the networks of production might not fit in a binary categorization, that is producer-driver chain versus buyer driven chain, up to what extent can IFAs be an effective model to bring about certain labour standards within MNCs and, above all, across and along its value chains? In this sense, it might be critical to analyze the common difficulties that GUFs confront to put IFAs into practice. Thus, on the one hand, in order to comprehend better IFAs value and limitations, one vital question guiding this research is the kind of challenges GUFs face to negotiate and implement the IFAs model.

On the other hand and closely linked to IFAs model, it could be assumed that international solidarity within the union movement might be a relevant condition for the effective implementation of IFAs. This is not to say that international solidarity is the solution in itself. But if IFAs embrace a common floor of social and labour rights the involvement, through a multi-level approach (from local to global), of trade unions from the South in this strategy might be crucial. In this sense, another crucial question guiding this research is how unionists in Latin America and Africa value international unions’ networks as a way to fight together for labour rights? Following from this, the paper will also explore to what extent do IFAs contribute to bring about better organised factories or workplaces in Latin America and Africa that is geographies in which specific socio-political and economic contexts exist?

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<sup>5</sup> Actually, this company has signed two IFAs, one referring to the retailers and employees within the MNC structure (with UNI) and another one referring exclusively to its supply chain (with ITGLWF).

This paper is structured in five chapters. The second chapter provides a critical review of the main academic and theoretical debates on IFAs. The third chapter describes and justifies the research methodology used in this research. Its limitations are also considered. Chapter four is focused on findings. These are discussed considering the existing body of the academic literature related to IFAs. Finally, the fifth chapter attempts to provide a comprehensive answer to the questions guiding this research and some reflections.

### **A brief parenthesis before continuing**

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This paper is particularly focused on trade unions. It could seem that because the focus is on trade unions, these are automatically legitimized. The position adopted here is that because they are the precursors of IFAs model, unions constitute an element of analysis. This paper acknowledges the archetypal critique that many traditional trade unions do not cover informal labour (or even women and ethnic minorities in some contexts). This means that only a small proportion of working people is organized. On top of that “[a]s often as not, unions act to protect particular vested interests rather than acting in the interests of the class as a whole” (Cumbers et al., 2008: 373). (But mightn’t we replace the word ‘unions’ with ‘states’ and the word ‘class’ with ‘citizenship’? Indeed!) Still, up to now trade unions despite all their flaws seem to have been the most predominant structures at the national scale (in some countries) for defending workers’ interests. Thus, as Cumbers et al. conclude in the end, ultimately it might be helpful “to think of trade unions as organizations that both help to reinforce capital accumulation, as well as offering spaces of resistance” (2008: 374).

## CHAPTER TWO: The Theoretical Debates on IFAs

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This chapter outlines the main theoretical debates on IFAs. The study of these agreements is relatively young. The first far-reaching case study, published in an academic journal, was conducted by Wills (2002) on the IFA signed between Accor and the global union IUF (International Union of Food, Farm and Hotel Workers). She concluded that this IFA had helped to generate a space for unions to contest certain activities of this international chain hotel in different locations where the company operated. From then<sup>6</sup> on the academic literature proliferated. In 2004, the second academic-journal article focused on IFAs appeared, when Miller (2004) wrote on the obstacles facing IFAs in the TCF sector.

In particular, the analysis of the implementation of IFAs is evolving now. Precisely, the ILO has published in the second semester of 2011 a book titled “Shaping Global Industrial Relations: The impact of International Framework Agreements”. In practice, the first IFA was signed in 1988 between the French MNC Danone (at that moment BSN) and the IUF. Between 1988 and 2002, around 20 IFAs were signed.

Specifically, this chapter focuses on four common academic debates in the field: codes of conduct vs. IFAs; motivations for IFAs; IFAs’ content; and implementation and monitoring of IFAs.

But before reviewing the IFA literature, it might be also useful to clarify one more aspect, that is, what IFAs are not. IFAs are not collective agreements. They do not have the same legal status as collective agreements (Croucher and Cotton, 2009: 64; Papadakis et al., 2008; Thomas, 2010). At the global scale, as Keune and Schmidt explain: “...transnational collective bargaining in the traditional sense hardly occurs” (2009: 24)<sup>7</sup>.

In this line of thought, it might be true that seven years ago the International Confederation of Free Trade Unions<sup>8</sup> (ICFTU, 2004: 95) stated that IFAs could be considered “the start of international collective bargaining”. However, when asked today, GUFs as well as the Council of Global Unions (CGU) do not claim that IFAs are akin to collective agreements. According to the CGU:

IFAs can be viewed as formal industrial relations. Nonetheless, they do not replace collective bargaining. They do not have the specificities of a

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<sup>6</sup> In 2003, Torres and Gunnes (2003) elaborated a document with the rubric: *Global Framework Agreements: a new tool for international labour* and Riisgaard (2003) analyzed the IFA signed between IUF and Chiquita through an ILO’s working paper. These documents are also valuable. But the introduction of this chapter is referring to articles published in academic journals.

<sup>7</sup> With the exception of the maritime shipping sector, where collective bargaining plays a crucial role for ITF (International Transport Workers’ Federation) (Lillie, 2006: 5)

<sup>8</sup> The ICFTU and the World Confederation of Labour (WCL) merged in 2006, resulting in the current and single International Trade Union Confederation (ITUC). Initially, IFAs are not a “working tool” of the ITUC. Despite the fact that at present there is certain debate on this issue. On its behalf, the CGU act as a kind of coordinator of all global unions. The IMF is not a member of the CGU.

collective bargaining agreement. What is more, within the union movement, there has been concern, particularly in the early years of global agreements, that they might compete with or affect collective bargaining agreements at other levels (interview with CGU, on 28 July 2011).

One might wonder what industrial relations<sup>9</sup> might mean. Consistent with the classical definition, industrial relations are understood as “negotiation, consultation or simply exchange of information between employers and workers on issues of common interest relating to socio-economic policy” (Papadakis, 2011b: 3).

In this sense, it might be appropriate to point out that while this paper acknowledges that there is also a lively academic debate about the legal dimensions of IFAs and even proposals to raise their legal value (see, e.g., Sobczak on the legal dimensions of IFAs, 2008), this aspect is not covered here. There is an explanation for this: not all GUFs are in favour of making these agreements legally binding (at least, for the time being). In their view, to do so would make concluding and implementing IFAs even harder. So, at the moment, though the intellectual debate on the legal value of IFAs might be interesting, in practice this debate does not seem to be a priority for some GUFs.

#### **a. The traditional discourse: codes of conduct vs. IFAs**

Because codes of conduct and IFAs both have originated at a transnational scale as voluntary regulatory practices complementary to national labour law, the two are frequently compared in the academic literature. Codes of conduct<sup>10</sup> normally refer to unilateral commitments on behalf of MNCs, although some of them are also negotiated. IFAs refer to bilateral agreements between MNCs and GUFs. The key difference might be the recognition on behalf of MNCs (at the headquarters) of workers’ representatives as a point of departure, in the case of IFAs. Both are voluntary instruments that define labour standards. Even so, everything revolves around labour standards (the central axis) in the case of IFAs, while labour standards are only one of many aspects of codes of conduct (Schömann et al., 2008: 25). Furthermore, most codes of conduct do not include freedom of association.

Some evidence highlights that IFAs, when effectively implemented, represent a more advanced approach to encouraging workers’ rights than codes of conduct. More explicitly, in comparison to codes of conduct, Thomas (2010: 15) asserts that “IFAs are stronger on enabling rights, in particular

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<sup>9</sup> This definition might raise another intuitive question, and what is social dialogue? For some, industrial relations and social dialogue are synonym. For others, social dialogue is a broader concept than industrial relations. Conversely, others think that social dialogue is a subset of industrial relations (Kaufman, 2004: 558-565). For sake of simplicity, here these terms can be interpreted interchangeably according to the reader mental landscape.

<sup>10</sup> There are diverse types of codes of conduct with significant differences among them, but those specificities go beyond the scope of this paper (e.g., see Jenkins et al., 2002, O’Rourke, 2006 and Wells, 2007).

through mechanisms that ensure joint company-union responsibility for the implementation of the framework agreement”. It has even been suggested that codes of conduct might stand in the way of achieving IFAs (Egels-Zanden and Hyllamn, 2007). Moreover, it is frequently argued that codes of conduct might be more useful than IFAs in countries where unions are absent or their role is weak. But as Croucher and Cotton point out, when unions exist at local level IFAs “offer some possibilities for local unionists by establishing a context for unions to develop local bargaining with employers” (2009: 57).

Codes of conduct fall under the domain of Corporate Social Responsibility (CSR). Critical scholars’ discourses, based on development literature, argue that Western-based CSR constitutes a form of economic and cultural imperialism (Khan and Lund-Thomsen, 2011). The argument is that through CSR Western values and traditions are exported to other local contexts where they are not appropriate. Instead, on the basis of an often-cited case study, Wills (2002) conveys that in contrast to other Northern campaigns assuming Southern workers’ interests, in the IFA context there is room for workers to decide for themselves; in the sense that IFAs provide a framework to support organizing efforts at local level and to prevent the infringement of workers’ rights. Robinson (2011: 176) notes that “there is evidence to suggest that where an IFA has been embedded there is notable improvement in the employment conditions of workers”. However, a warning notice is appended: “one major player taking a strong position on labour rights does not prevent violations of workers’ rights by other producers in an industry” (Robinson: 177).

All in all, more than with any other Northern initiative, IFAs are admittedly shaped by the idiosyncrasy of European industrial traditions. With few exceptions, most IFAs have been approved by some European MNCs. For some, the key might be “whether IFAs are an emerging form of global social dialogue or an uneven extension of European dialogue across the globe” (Stavis, 2010: 1). In fact, in the USA, support for IFAs is difficult to find. US managers appear “to see no contradiction between freedom of association and anti-union campaigns” (Baker, 2011: 7). From a managerial point of view, “outside the EU, these instruments are perceived as a European phenomenon which is culturally specific and would be costly to implement” (Papadakis, 2011a: 281). Drawing upon case studies in South Africa, Russia and Japan, Papadakis observes that some enterprises which plan to extend their activities to the European territory “are natural candidates for IFAs” (2009: 28).

#### **b. On the motivations for and against IFAs: MNCs**

Diverse types of motivations have been identified as influencing the decision to sign IFAs on the part of MNCs (Egels-Zandén, 2009; Miller, 2004, 2011; Schömann et al., 2008). Papadakis (2009, 2011b: 62-68), based on this literature, differentiates an interplay of three drives:

- a) Coercive. This refers to the structure and economic sector where an MNC is active, as well as regulatory and cultural expectations, primarily in the home country of the firm.
- b) Anticipatory. It refers to guaranteeing stability and improved profits by establishing practices that keep a given company's process of internalization harmonic.
- c) Civil society pressure. This refers to campaigns supporting labour rights.

Interrelated to this, the leadership of managers —the human factor— plays an equally decisive role in the embracing of these agreements. The dynamic of these three factors together seem to explain the motivations for adopting IFAs in the case of European and North-American companies. However, anticipatory and civil society pressures working in tandem with the role of the leader seem to be the key explanatory factors for supporting these agreements outside European borders (Papadakis, 2011b: 74).

According to these authors, ethical considerations do not emerge as the overriding reason which leads managers to adopt IFAs. Building a trust relationship between firms and unions seems to be at the core of agreeing to IFAs (Egels-Zanden, 2009). This might happen at different levels: between the MNCs' headquarters and the GUFs or between the enterprise level and local unions. When there is a trust relationship between the enterprise level and the local level IFAs are more likely to be based on a decentralized approach; when there is a trust relationship between the corporate level (headquarters) and the global union level IFAs are more likely to be based on a centralized approach (Egels-Zanden, 2008). In this respect, Cumbers et al. assessing the experience in the chemical sector, add that IFAs are "more likely to be successful where the national affiliate involved has an existing culture of decentralization and local autonomy that is itself projected up to the global scale" (2008: 383).

The IOE (International Organization of Employers), in a document published in 2007, cited that those employers who have signed IFAs primarily look at them as a "mechanism for deepening dialogue, first and foremost, and not as an industrial relations exercise" (IOE, 2007: 8). Mention of the possible public character of such an agreement is also made: "[w]ith an increased focus on 'ethical criteria' for investment decisions in financial markets, some companies have noticed that, in concluding an IFA, this has resulted in advantages in this respect" (ibid).

While the academic literature seems to use a more positive tone than the IOE in this respect, academics and the IOE do not give the impression of strongly contradicting each other. The remarkable thing is that in this same document, the IOE elaborates a long list titled "reasons why companies decide against signing an IFA" (IOE, 2007: 10). Schematically, these arguments refer to: human resources' costs assigned to the monitoring and implementation of this instrument, possible claims to level wages in all MNCs' operations, claims to disclose sensitive information, potential fragmented negotiations (this might happen when international standards are more favourable than national standards) and likely mobilizing or solidarity actions among unions on an

international scale through global campaigns. It might seem remarkable that three out of eight arguments relate to union solidarity and strikes. On the whole, these arguments might reveal fears. Paraphrasing Lillie<sup>11</sup> (2006: 10), one might say that “the assertion that employers’ association can stand in for the employers, or even that employers associations represent managers’ class interest at all, is not universally accepted”. At the very least, the elaboration of this document underscores that employers are concerned with IFAs. In fact, according to the coordinator of a project developed in 2010 by the ITCILO (International Training Centre of the International Labour Organization), which focused on transnational company agreements<sup>12</sup>, through an informal training-need analysis, “some companies raised their interest in knowing more about the basics of this tool. What this project might have revealed is that more and more companies are interested in global issues, whether IFAs or other tools” (Interview on 13 September, 2011).

### c. On IFAs’ content<sup>13</sup>

IFAs’ content analysis was possibly one of the earliest focuses of attention in the academic literature, with Hammer (2005) perhaps being one of the first to explore the matter. Hammer should be credited for having established the first typology of IFAs. He differentiated between “bargaining” agreements and “rights” agreements. According to his classification, “rights” agreements primarily emphasize trade union rights. Additionally, they can refer to the ILO’s core labour standards (or even other ILO’s conventions). “Bargaining” agreements go beyond this. They tend to cover a broader range of topics (e.g. health and safety, HIV/AIDS and training), and procedures are defined in a more precise way.

While this analytical picture helps to create a mental landscape on IFAs content, caution is required. By the association with national bargaining, it can (mistakenly) lead an individual to think that IFAs accommodate international bargaining which is not the case. The diversity in content (substance, actors, procedures and scope) that can be found from one agreement to another is much greater than this schematic categorization would lead us to believe. Of course, this can be explained. On the one hand, IFAs are the outcome of bilateral negotiations, thus they are dependent on “the balance of power between the contracting parties at the time they are concluded” (Gallin, 20008: 26). On the other hand, IFAs encompass a notable variety of firms, countries and sectors, therefore, diversity is expected. However, the question is whether “this variety will result in a multitude of microcorporatist social dialogues that may work at cross-purposes or whether there are enough synergies among them to produce a more cohesive global social dialogue” (Stavis, 2010: 7-8).

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<sup>11</sup> Referring to unions, Lillie wrote (2006: 10): “*The assertion that unionism can stand in for the working class, or even that unions represent working class interests at all, is not universally accepted*”

<sup>12</sup> Usually, the term “transnational company agreement” is used to refer both IFAs and EFAs.

<sup>13</sup> An example of an IFA text is provided in annex III. This IFA was signed between the French Company GDF Suez and the global unions: BWI, ICEM and PSI. Some clauses of this agreement are far-reaching in comparison to provisions in previous agreements.

With regard to the actors, on the unions' side, apart from the GUFs, national and local unions from an MNC home-country as well as EWCs now and then take part in IFAs negotiations. What is more, it seems EWCs have occasionally even initiated these processes. Empirical evidence suggests that those alliances between unions have been successful (Drouin, 2008). However, it can easily be argued that negotiations at global scale engaging EWCs or national unions from Europe "[carry] the risk of not involving all the relevant interested parties, notably workers in developing countries who are expected to benefit the most from the agreements" (Drouin, 2008: 247-248). The legitimacy of the workers' representatives that are involved in this approach is an issue yet to be resolved. The matter deserves very careful consideration; it would be overambitious to deal with it here. Suffice it to say, IFAs are not purely a non-political and neutral tool. Tensions at different levels and special interests are inherent to the model.

On the employers' side, recent agreements have shown that others, not just MNCs, might be involved in these negotiations. In 2005, a specialized United Nations agency (Universal Postal Union) signed an IFA with the UNI (Global Union for Skills and Services). In 2008, the CIETT signed a memorandum of understanding with this same GUF. In fact, the signature of the CIETT is regarded by some as a promising sign that in the future, instead of one agreement signed by one MNC, there might be "specific, focused agreements with many companies that reflect joint, positive measures to be taken inside companies" (Baker, 2011: 9).

Because of the widespread practice of outsourcing at the global scale, when examining IFAs content, one aspect deserves particular attention: the scope of application. That is the extension of the agreement to sub-contractors and suppliers<sup>14</sup>. Referring to IFAs, Hammer claims that "the crucial issue is the social regulation of workplaces that are not controlled by those MNCs, [but] that form part of the hinterland of global supply and value chains, and that are often in the informal economy" (2008: 90). In this respect, in order to fairly analyze this aspect in accordance with GUFs objectives (this is to say, IFAs model in real practice), it might be prudent to emphasize that apart from the official workers of an MNC IFAs attempt to cover, at the maximum, subcontractors and suppliers of international value chains. By "informal economy" Hammer may be referring to the regulation of spaces of the "pure" informal economy, which is most probably located at the bottom of the GVC, but this does not seem to be IFAs goal.

This point might justify clearer argumentation here. "Informality" can refer to the economic unit or to the labour force. Recent discourses concerning informality admit that there is a continuum of economic relations, from formal to informal economy, in contrast to a conceptualization of the economy in

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<sup>14</sup> One wonders, if the practice of outsourcing is so widespread and dispersed in certain industries nowadays, which providers and suppliers are IFAs encompassing? To date, this is not so clear in all cases. Once again, for sake of simplicity, I have preferred to mention this in a footnote. But these terms might need further clarification if we are to assess the effectiveness of IFAs model. At present, this is (accidentally or deliberately) confusing.

dualistic terms: informal versus formal economy. At the same time, the informal economy (the pure one) can be divided into different hierarchical segments that are represented by informal workers, differentiated by gender and earnings, with a greater concentration of women at the bottom of the “pyramid”, meaning that women are affected by the weakest working conditions (Chen, 2007). This particular segment of the economy does not appear to be the target of IFAs. In fact, the closer you come to the lower end of the GVC the less likely it is that workers will be organized through unions. Nonetheless, it might be the case that in effect IFAs have potential to cover other workers under hybrid informal economic arrangements (although likely not pure informal economy). Bivens and Gammage noted, “no job, no matter what sector it is in, is immune to informality or informalization” (2005: 26). Transferring this idea to a GVC perspective, we could argue that no job, no matter the node of the chain where it is inserted, is immune to informality or informalization.

On the basis of IFAs content analysis, Welz stated that “these agreements are mainly applied to the group, but to a much lesser extent to subcontractors and suppliers” (2011: 54). In general, firms commit to notify or urge business partners to respect these agreements. In this context, some companies state that they will work only with contract partners who adhere to the principles of the IFA. This can encourage suppliers to comply with the “minimum” agreed. However, it might generate a change of responsibility; working conditions could depend on the business partners (Tellohjann, et al., 2009: 32-38). In case of non-compliance on behalf of suppliers and subcontractors, the termination of the contract is envisaged in some IFAs. This “assumes, however, that the suppliers and subcontractors are informed and trained on the content of the text and on the advantages of more socially responsible management” (Schömann et al., 2008: 30).

Finally, in terms of content, two crucial additional aspects differentiate IFAs from codes of conduct. First, at the core of IFAs, a fundamental belief is that freedom of association and collective bargaining play a vital role in activating other labour rights. Conversely, freedom of association is not covered by codes of conduct at all times. The wording here seems to be contentious. Second, codes of conduct are generally associated with social auditing. Non-compliance can entail sanctions or an external call to the general public. IFAs, however, have built-in dispute-resolution mechanisms, and the aim is “to solve problems internally through social dialogue” (Schömann et al., 2008: 4).

#### **d. On implementation and monitoring: social auditing vs. IFAs**

Codes of conduct are not the single non-governmental voluntary instrument related to labour governance; there are many others. Multi-stakeholder initiatives (e.g. The Ethical Trading Initiative–ETI), public-private initiatives such as the Better Work Programme or the International Organization for Standardization (ISO) 26000 guidance exemplify this trend. These initiatives

are characterised by incorporating existing ILO labour standards (among other standards) in their codes, to which MNCs voluntarily adhere. Some of these initiatives set up mechanisms of auditing and certification to ensure that an organization's social performance complies with these standards. Social auditing is highly criticized by some for "closing off democratic forms of regulation and bypassing local regulation by advancing top-down, elite governance systems" (O'Rourke, 2006: 911). "Auditing is an industry with a vested interest" (Miller et al., 2010: 14).

"The logic of IFAs is qualitatively different in that monitoring is to function through *workplace organisation*" (Davies et al., 2011a: 126). As Dirnbach (2008: 240), among many others, argues, "[w]orkers are the best 'monitors' of their own workplaces, and when they are empowered to organize and bargain collectively" working conditions can improve. Nevertheless, IFAs implementation and monitoring tasks turn out to be cumbersome. Unions operating where these agreements apply sometimes are not aware of the existence of such agreements (Croucher and Cotton, 2009: 66). It is possible to go further: some sub-regional or national unions might not be aware of these agreements, either. Wills (2002: 678) claims that GUFs are appropriately placed to monitor the implementation of IFAs, by using their own internal networks (national and local unions, as well as contacts with senior managers in MNCs) and their links with NGOs. However, these statements ignore the power relations between these different actors: the tensions between local, national and global unions (Cumbers et al. 2008), on the one hand, and the tensions between NGOs and unions, on the other (Miller et al. 2010).

"There is evidence that framework agreements have had some success in promoting unionization in supply chains" (Thomas, 2010: 12) However, as this same author argues, "[w]hile IFAs are negotiated by global union federations, their effective implementation must therefore be accompanied by strong and localized workplace-based organizing and representation" (Thomas, 10: 14). Putting it another way, if IFAs model does not pay sufficient attention to organizing local efforts and implementation, then it is not realistic to expect that core labour standards can be guaranteed.

Until recently, a scarcity of case studies proving the application of these agreements has been alleged. Today, the implementation and monitoring seem to be one of the main focuses of academia. Since 2008 a substantial number of case studies has been published by Eurofound (European Foundation for Living and Working Conditions), and others<sup>15</sup> (see, e.g., Papadakis, 2011b). In any case, some of those case studies (see, e.g., Eurofound 2008a; 2008b; 2008c; 2008d) are still quite descriptive. Above all they focus on how IFAs are implemented (the procedures) on the basis of interviews with GUFs, EWCs and MNCs at headquarters level. It is true that, through these case studies,

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<sup>15</sup> A current study on IFAs carried out by the Free University of Berlin is also examining several case studies. Accessed 30 October 2011 <[http://www.polsoz.fu-berlin.de/polwiss/forschung/oekonomie/gewerkschaftspolitik/forschung/HBS-IFA\\_Project\\_proposal\\_Fichter-Sydow-2008-01-28.pdf](http://www.polsoz.fu-berlin.de/polwiss/forschung/oekonomie/gewerkschaftspolitik/forschung/HBS-IFA_Project_proposal_Fichter-Sydow-2008-01-28.pdf)>

tangible outcomes such as the recognition of unions and practices of collective bargaining have been identified in some cases; but the evidence is quite weak.

Most recently, Fichter and Helfen examined the implementation of IFAs in Brazil and USA; based on this they conclude that in these countries “union recognition and collective bargaining are the most contested issues, making them the crux of implementation” (2011: 91). Accordingly, their study highlights that “institutional and legal configurations do matter, as they may be more or less conducive to or supportive of trade union recognition and collective bargaining” (Fichter and Helfen, 2011: 111). In the same way, rooted in a local-level case study, Davies et al. (2011a:135) took as a reference an IFA signed by a construction MNC to examine how it was being implemented and monitored in three operations (Brazil, Malaysia and Ukraine). They emphasize that “implementation and work-place based monitoring are mediated by product and ownership structures, as well as societal and local arrangements of subcontracting and labour control”. This is to say, institutional and contextual factors (social and local settings) influence the application of IFAs.

Nonetheless, we might point out that that IFAs factual implementation and monitoring is presently under in-depth examination by academics. As Stevis states, “we need now not only individual case studies but also systematic comparisons to ascertain the impacts of IFAs” (2011: 116).

To conclude the theoretical review, in some academics’ eyes, IFAs seem to be a more legitimate model for addressing the implementation of certain labour standards than other voluntary regulatory practices. Nonetheless, the impact of IFAs at the local level has yet to be tested. Empirical research is presently being developed in this regard. This paper does not address whether IFAs are superior to other voluntary self-regulatory practices when it comes to promoting workers’ rights, or even if IFAs can represent a global answer: a model for global social dialogue. As Stevis and Boswell caution (2008: 80), “[y]et, the hegemony of global governance is rather tentative, and furthermore there is nothing that says that global governance will be good for labour”.

The point of departure of this paper, as reflected in a fragmented way through the literature, is the recognition that IFAs represent an extremely complex model of multi-governance. This model poses big challenges to both MNCs and unions. It is about a multi-level approach that implies interactions within each structure (whether MNCs or trade unions) and between both. These structures are simultaneously embedded in different institutional, legal and cultural settings. To make things even more complex, all these interactions and factors are dynamic, not static.

After this literature review, the next chapter contains a description of the research methodology adopted in this research, as well as a consideration of its limitations.

## CHAPTER 3:

## Research Methodology

This research has involved both primary and secondary sources. Initially, secondary sources were used as a basis for preparing the data collection process.

### Primary sources

For analysing what kind of challenges GUFs have to deal with when negotiating IFAs and improving their effective implementation, semi-structured interviews were designed. I was able to interview staff of all the GUFs engaged in this initiative, as well as the CGU. This research technique was chosen in order to learn about practitioners' experiences and views in some depth and because the number of interviewees was fairly small. The fact that IFAs are a relatively sensitive topic also justified this selection. Some interviews were face-to-face, others were conducted over the phone.

At the time of writing, ten GUFs could be identified. Essentially, they have their headquarters in Belgium or Switzerland. Currently, eight out of ten GUFs have signed IFAs. These are BWI (Building and Wood Workers International), ICEM (International Federation of Chemical, Energy, Mine and General Workers Unions), IFJ (International Federation of Journalists), IMF (metal sector), ITGLWF (textile, clothing and footwear sector), IUF (International Union of Food, Agricultural, Hotel Restaurant, Catering, Tobacco and Allied Workers' Associations), UNI (services sector) and PSI (Public Services International). Because of its nature, the education sector (EI) is not involved in IFAs' approach. The ITF seems to concentrate their efforts on other frameworks<sup>16</sup>. The IFA signed by IFJ and WAZ Mediengruppe is no longer in force today<sup>17</sup>. As far as PSI is concerned, despite having co-signed two IFAs, at present they are internally deciding what stand to take on this issue. There is a logical argument behind this, as expressed by the PSI Coordinator Public Administration and Multinational Enterprises: "all over the world public sectors unions opposed privatisation and marketisation" (Buxbaum, 2011: 14). Nonetheless, because some individual MNCs intertwine different sectors, PSI co-signed two IFAs agreements with other GUFs (BWI and ICEM)—one with the French MNC EDF from the energy sector and another with GDF Suez specializing in the energy, water, gas, infrastructure and environment sectors—in what might be catalogued as an act of companionship and union network. At the same time, PSI recognizes that they "have to deal with MNEs where they appear in the public sector" (Buxbaum, 2011: 15). All this explains why the main targets of this research have been BWI, ICEM, IMF, ITGLWF, IUF, UNI, as well as CGU.

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<sup>16</sup> It is worth remembering that the single example of transnational collective bargaining is in their hands.

<sup>17</sup> Apparently, it was not the case that they had an unsatisfactory experience with this kind of agreement, but that they were looking for cooperating more specifically, focusing on particular areas such as press freedom and the safety of journalists, and IFAs having a global scope (interview with ILO's senior specialist).

So as to provide certain anonymity and confidentiality to the organisations interviewed, GUFs are referred in this paper as follows: GUF1, GUF2, GUF3, GUF4, GUF5 and GUF6<sup>18</sup>.

All interviewees were senior staff directly involved with the IFAs approach in their own organizations. GUFs were open to being interviewed and were cooperative during the process of gathering information. In some cases, more than one practitioner from the same organization was interviewed. The interviews lasted on average 45 minutes and took place between July and August, 2011. Interviews not only focused on the main challenges faced by GUFs in implementing this approach at a greater scale, but also on the general views of IFAs. Among others, topics such as the feasibility to emulate IFAs approach at the sectoral level were discussed, as well as their views on social auditing. Most questions were standard for all interviewees. Other questions were specific to sector or organization. Naturally, interviews differ somewhat from one to another. Occasionally new lines of enquiry emerged in the interview; this brought up supplementary questions. (See annex II: list of interviews.)

To avoid inhibiting participants' opinions and protect their privacy, interviews were not taped. Instead, notes were taken. Later, these notes were transcribed and sent back to interviewees, for them to modify as they saw fit. This was an opportunity to clarify messages and to prevent distortion of original ideas. The goal was for interviewees to recognize their own voices and ideas in the paper. The data were then coded to classify topics within interviews and between interviews.

To explore opinions about international union solidarity of local and national unions in Latin America and Africa,<sup>19</sup> and to examine to what extent IFAs contribute to bring about better organised factories and workplaces in these diverse geographies, after being piloted, a questionnaire survey with exploratory purposes was submitted to 300 trade unions affiliated with the GUFs mentioned, via the Internet. The Internet survey was open from 1 September to 30 September. This research technique was chosen because the information needed was reasonably straightforward and the aim was to gather the views of a large number of respondents. Two follow-up reminders were sent. Through internet-based software, the questionnaire was programmed in English, French and Spanish, so respondents could answer in a language they felt comfortable with.

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<sup>18</sup> There is no correspondence between this names and the order in which GUFs are listed in the previous paragraph.

<sup>19</sup> One might ask, why Latin America and Africa? The practicality guiding this choice has to do with the official languages spoken in these two continents. English, French and Spanish match the languages available to the author. One might argue that in some Asian countries English is also an official language. True, but it is less predominant in countries (maybe not by population) within the whole continent. In addition, because Asia accrues as much as 60% of the whole global production in the garment sector numerous studies on voluntary regulatory practices (such as the Clean Clothes Campaign, the Better Work Programme or Inditex's IFA) have already concentrated their attention on this continent. Thus, this approach is also a way to change the focus of attention.

The questionnaire consisted of 12 questions. It included nine pre-coded questions and three open questions. The questionnaire had between four and twelve questions depending on respondents' responses. Jumps from one question to another were generated by the software. For doing this, filter questions were elaborated beforehand. Not all questions applied to all respondents. This means that not all respondents followed the same path. There was no certainty that in all cases an IFA was applying to the workers that a trade union represent. It could not even be assumed that all unions have members who work in MNCs. Conversely, there was a key question that applied to all: *How do you value union networks at international scale as a way to fight together for labour rights?* (See annex IV: on-line questionnaires)

On average, the questionnaire took ten minutes to complete. In this sense, it might be worthwhile to distinguish between those who started the questionnaire and those who completed the questionnaire.

N=300		Absolute values		Response rate %	
Language version		Number started	Number completed	Start rate	Completed rate
English	n=130	33	23	25	18
French	n=85	22	12	25	14
Spanish	n=85	18	10	21	12
Total		73	45	24	15

**Table I. Union leaders' survey: general response rates**

On average, 24% of respondents began the questionnaire, but only 15% completed it. This might be attributed to mistakes in the wording of the questionnaire. For instance, in the first Spanish version the navigation buttons remained in English, due to software limitations. Although this was explained in the introductory letter to the questionnaire, it could have discouraged some respondents once they started filling it in. This issue was fixed by the time the second reminder was sent, but perhaps this reaction was tardy. Of the three, the Spanish version owns the lowest start (21%) and response rate (12%). The software issue might not be the only factor, but it can partially explain the discrepancy among start rates as well as between the average response rate and the average start rate. The survey topic and/or the fact that the researcher was unknown to the respondents could have also been factors. It should be taken into account that the survey was not submitted by an organization familiar to them, but by an individual researcher.

Related to both techniques, when analyzing the data (chapter four) literal quotes coming from interviews are generally avoided, but certain thoughts have been reproduced when they insightfully conveyed a particular idea. Here, the importance does not lie in the wording but in the thought. By contrast, in the case of the survey, literal quotes are used most of the time. The goal is to raise union leaders' voice with their own words and above all to avoid distorting their original message. As mentioned above, this technique does not leave room for clarifying messages.

Additionally, a practitioner from the ITCILO (the International Training Centre of the International Labour Organization), a senior manager from a MNC which has signed an IFA, and diverse senior specialists from the ILO have been interviewed. At times, their comments have also been incorporated into this text where doing so complemented or enriched the information. However, they were not specific targets of this research.

## **Secondary sources**

This research has also been based on a survey of the academic literature regarding IFAs. Some of this literature has complemented and enriched the responses to the main research questions. Documentation provided mainly by GUFs in the course of the interviews has also been analyzed.

## **Limitations**

On the one hand, regarding primary sources, it might be noted that both research techniques are based on people as a source of information. Used as a source of information, people are in a position of power. Participants can choose what and how much information they want to reveal. This is easily rebutted with the reminder that all knowledge is subjective (Woodhouse, 2007:159-162). For instance, secondary sources, the academic literature and other documents (this paper included), are also expressions of power. Power is too complex issue to be covered here. Rather, the author prefers to accept the position-of-power critique.

Nonetheless, it must be stressed that diverse indicators of quality have been considered. For example, interviewing and surveying different people on the same subject relates to the concept of triangulation. As Chambers (1994: 1254) asserts, triangulation refers to “plural investigation”; it can be plural methods, places, times, individuals or groups. In social science, triangulation is generally accepted as a way to overcome problems of reliability and validity. “Validity here refers to the closeness of a finding to the reality, and reliability refers to the constancy of findings” (Chambers, 1994: 1258). Each interview could be used to confirm previous information derived from earlier interviews. The same method could be applied to each questionnaire completed.

On the other hand, regarding the survey, another limitation relates to the interpretation of some responses given to the open questions. Most questions were pre-coded, so this concern applies to only a few instances (i.e. three questions). Nonetheless, it happened that some comments did not permit a clear interpretation. For reasons of anonymity it was not possible to identify which answers corresponded to which respondent. When this was the case, those comments were not considered for analytical purposes, in order to avoid claiming arguments that a respondent might have not stated.

Finally, it should be born in mind that this survey did not attempt to cover a representative sample of all unionists affiliated with GUFs in Latin America and Africa. Clearly, this was not the aspiration. This survey was

exploratory. Results raise the voice of 73 respondents who were reachable by mail. This raises two issues. First, it is a reminder that the access to information and communication technologies is not the same in all territories. However, at the same time, it demonstrates that the Internet has facilitated communication between members of parallel union structures. In any case, results cannot be generalized to the GUFs unionists' population on these two continents. What is more, because the survey was directed at GUFs' affiliates, a reader might argue that the respondents already have certain inclination towards working at international scale. This criticism might hold some water. However, the (reasonable) diversity of results obtained in relation to the question of how they value international union solidarity helps counter this appreciation. In point of fact, here the fact of being an individual- research approach may have produced more accurate information than the alternatives would have produced.

The next chapter discusses the results coming from the application of both techniques (interviews and survey). Whenever possible, this discussion places special emphasis on contrasting the practitioners' discourse with the academic discourse. At the same time, the standpoints from unionists working in GUFs are compared with the standpoints of union leaders working at the regional, national or local level in Africa and Latin America.

First, this chapter analyzes the information gathered through the interviews conducted with the GUFs as well as the CGU. Second, the responses coming from the survey are analyzed.

### Analyzing the international trade unions' perspective: GUFs

#### a. IFAs' view

Stavis (2011: 139) vehemently writes: "IFAs are not one type of global negotiations among many—they are the *only* type". Papadakis adds: "they are not just another voluntary corporate initiative—they are the most *legitimate* one to the extent that they are the outcome of voluntary negotiations between representative organizations" (2011b: 14). Based on the interviews conducted, it could be stated that GUFs' view on IFAs differs slightly from one GUF to another (or simply from one practitioner to another). They do not seem to sustain their view on IFAs so passionately. As a matter of fact, this aspect generated the greatest diversity of responses on the part of GUFs. At one extreme, IFAs are regarded as one of many tools to address MNCs. At another extreme, IFAs are considered "best practices" in social standards; it is about standardizing a common set of living and working conditions within MNCs and their supply chain. IFAs have also been described as a form of social dialogue. In addition, the CGU expressed: "IFAs involve a process. It is not done for workers. It involves and includes them" (interview on 28 July 2011). Overall, one predominant view can be highlighted: the majority of interviewees holds that IFAs provide a space for enabling workers' rights to freedom of association and collective bargaining.

Most GUFs recognized that up to now the majority of IFAs have been signed in wholly-owned companies with high levels of unionization. Some of them also admitted that these companies are, in general, more open to building a dialogue. This concurs with the analysis of IFAs carried out by different authors from a GVC perspective. Most companies which have signed an IFA are embedded in producer-driven chains (Miller, 2004, 2008; Hammer, 2005, Riisgaard and Hammer, 2011). That is, capital- and technology-intensive industries such as the automobile, aircraft or mining sectors in which MNCs (at the headquarters) exercise a close control over the whole production system (Gereffi, 1994: 216). MNCs organized in producer-driven activities have traditionally been characterized by more consolidated forms of unionization and industrial action (Riisgaard and Hammer, 2011: 175). Buyer-driven chains refer to labour-intensive industries such as textile, food and agriculture. Here, the production of finished goods is decentralized and is frequently carried out in developing countries. The lead firm, through its buyers, defines the specifications of these goods (Gereffi, 1994: 216). Levels of unionization are low under this pattern.

Conversely, private social standards, such as multi-stakeholder initiatives, are frequently located under buyer-driven settings. Riisgaard and Hammer (2011: 184), analyzing labour relations (from an industrial relations perspective) as an active element within GVC approach, conclude that “[w]hereas labour can threaten to disrupt production in producer-driven strands (...) campaigns in buyer driven strands threaten to disrupt consumption”. This view might equally explain why in the TCF sector to date, only Inditex, which is typically framed under a buyer-driven model, has signed IFAs. In any case Inditex’s IFA was the outcome of particular circumstances. The strong leadership of the late general secretary of the ITGLWF and the head of Inditex’s CSR department might not go unnoticed (Miller, 2011b: 179-193).

Moreover, some GUFs admitted that some employers view IFAs as a form of public relations, in accordance with the document published by the IOE (2007), as well as documented by the academic literature (Egels-Zandén, 2009). For instance, through unions’ internal communication channels, GUFs can make public any disapproving practice regarding working conditions; and many companies want to avoid any possible conflict (interview with GUF1, on 21 July). Another respondent conveyed that there is uncertainty whether companies look at IFAs as a tool that goes beyond CSR or not (interview with GUF5, on 3 August 2011).

The interviews revealed that for some GUFs, IFAs still are a priority, for others not. With regard to the evolution of IFAs, Blin, based on his professional experience, depicts this state of affairs in more detail: “GUFs have placed different priority levels on GFAs<sup>20</sup>. Some have stopped trying to attain them altogether. Others diligently negotiate them, again sometimes with national affiliates, sometimes not, only to leave them sit idle and gather dust. Other GUFs set numbers as goals to achieve GFAs with little regard to the language contained in it” (2011: 3).

Nevertheless, according to respondents, IFAs embody opportunities. In particular, when there is a good interpersonal relationship between managers and trade union representatives (frequently, this takes place at the headquarters level), it can bring about “internal governance” within an MNC and, to some extent, within its supply chain (interview with GUF4, on 1 August 2011). That is, it facilitates an internal look at an MNC’s human resources, through the internal communication channels of the union movement. IFAs can produce detailed information on what is happening to the staff within the same company from an external entity (trade unions). It can encourage an environment which helps to raise the voice and view of workers or allows workers to organize themselves. In these circumstances, workers become a source of information; they become monitors of their own working conditions. Ultimately, this can make workers’ bargaining power stronger and can provide a mechanism to identify and prevent problems before they turn into disputes. Through case studies, this point has been equally recognized by several authors (Wills, 2002, Riisgaard, 2005, Gregoratti and Miller, 2011).

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<sup>20</sup> GFAs stand for Global Framework Agreements. IFAs or GFAs are interchangeable; the meaning remains equal.

In the course of interviews, GUFs expressed scepticism about social auditing (although IFAs implementation is occasionally supported by this mechanism<sup>21</sup>). In line with Dirnbach (2008: 240), the belief is that “[w]orkers are the best ‘monitors’ of their own workplaces”. In IFAs context, trade unions (in the name of workers) symbolize this monitoring system. Even so, assuming that trade unions are independent units, as Welz contends: “[t]his amounts to a ‘chicken and egg’ situation: it is frequently not until the fundamental trade union rights detailed in an IFA have been successfully implemented that trade union organization is even possible. In other words, because a trade union presence is often an intended result of an IFA, it cannot always be relied upon as a prerequisite for monitoring IFA implementation in the first place” (2011: 58).

Furthermore, there are some academics (e.g. Schömann et al., 2008: 86) who have hypothesized that “in future such agreements will be negotiated at sectoral level, making it possible to include companies from other continents and those that have no tradition of social dialogue”. When asked about this possibility, GUFs are not confident that this might happen in the near future. Diverse reasons explain their reluctance. First, not all economic sectors feature employers organized through employers’ associations on global scale. Therefore, in some sectors, global unions’ negotiations vis-à-vis global employers’ associations are not feasible. Second, in those sectors where they are relatively organized it appears that employers’ associations are not able to commit themselves in the name of the industry because their members are not willing to transfer major responsibilities to these associations.

In the opinion of most GUFs, the recent memorandum of understanding signed between UNI and CEIT<sup>22</sup> symbolizes possible future tendencies. This is to say, GUFs could negotiate a single agreement with several companies. In this respect, GUF1 stated that they have already tried, at least twice, to negotiate an IFA which could apply to several large companies jointly, but so far this approach has failed. In line with this, although at national level, in June 2011, with the support of the Play Fair campaign, a pact on freedom of association was signed by the Indonesian textile, clothing and footwear unions, major supplier factories and key sportswear brands, including Adidas, Nike and Puma<sup>22</sup>. On the other hand, coalitions among GUFs are also envisaged under the IFAs framework. There are already examples of this. Furthermore, the merger foreseen between the IMF, the ICEM and the ITGLWF as a new cross-sectoral manufacturing global union may help to reinvigorate IFAs’ dissemination (Interview with GUF3, on 27 July 2011). It might also better reflect the reality; some MNCs are fuelled by several sectors.

On the basis of the interviews, at present, at least two concluding remarks are worth noting. First, from the discourse of some respondents (3

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<sup>21</sup> This seems to happen when companies -before IFAs signature- have previously established other CSR measures.

<sup>22</sup> ITGLWF press releases. Accessed 28 July 2011  
[http://www.itglwf.org/lang/en/Historicpactforsportswearworkers\\_000.html](http://www.itglwf.org/lang/en/Historicpactforsportswearworkers_000.html)

out of 6) a certain kind of disillusion with this tool can be identified. The thought of an interviewee illustrates this situation:

At the beginning there was a high hope on them. They seemed to be a good mechanism to ensure labour rights. At that time, it was thought they could be compared up to some extent with national labour agreements. There was a huge engagement on the part of unions. In other words, there was an optimistic (or positive) thinking towards them. However, at present, IFAs are proving to be a struggling issue. (Interview with GUF5, on 3 August, 2011).

Second, most interviewees maintain a considerably critical view of this tool. In effect, as another informant conveyed: IFAs are a voluntary tool and require a pro-active approach. They are unwieldy. IFAs should have a grassroots approach. This is demanding. It involves a lot of work and time. Currently, it is recognized that most IFAs are based on a centralized approach. However, if we do not know what's going on at the local level, IFAs are useless (interview with GUF6, on 26 August, 2011).

Above all, most practitioners claimed that an IFA is not the single tool in their larger toolkit for addressing workers' right. Using case studies, academics (Davies et al., 2011b) have started analyzing IFAs in comparison to other union strategies (international company networks and international trade union alliances) on the one hand, and examining the local-global nexus, on the other. Initially, these unions' strategies seem to complement each other. These strategies can play a role in engendering horizontal and vertical solidarity, but they "only make sense (for workers) if they reflect domestic conditions and are part of local action to build local capacity" (ibid: 219).

## **b. Why no IFAS? Challenges faced by GUFs**

Referring to the TCF sector, Miller (2004, 2008) has written on occasion that the negotiation of IFAs in outsourced production networks is proving to be a complex task. From his perspective, several factors can partially explain this situation: the existence in parallel of a notable number of voluntary initiatives, the lack of transparency of supplier locations as the result of the extensive practice of outsourcing, and an anti-union movement on the part of the industry (or low levels of unionization in this sector). "[T]he limited human and financial resources of the ITGLWF, a dependency on external agencies for funding, and the extent to which affiliates are prepared to engage in the process of moving towards a global union (factors which are not lost on a number of other global union federations)" seem also to explain the challenge of negotiating and implementing IFAs (Miller, 2004: 217). On the basis of the interviews, GUFs pointed out various reasons that can explain the complexity of putting the IFAs approach into practice. In this sense, it might be sensible

to assert beforehand that these reasons supported and complemented Miller's analysis<sup>23</sup>, as described in the following paragraphs.

In general, GUFs observe *companies' resistance* towards this framework, that is, companies do not recognize the bottom-line requested by global unions. This resistance can adopt different forms. The non-recognition of the workers' right to organize was highlighted as a frequent reason for not achieving IFAs. Some companies are not prone to negotiate because negotiations alter the equilibrium of power and reinforce transparency (some companies want to keep their own control). And others, for instance, do not want to adhere to international standards; sometimes national standards are less favourable than international. With regard to this latter aspect, the IOE (2007: 13) view is that IFAs cover ILO's labour standards. Originally, these are directed at national governments rather than MNCs. By contrast, the view of the co-ordinator of the CGU is that "[g]overnments have an obligation to protect, but poor laws and/or governance are not an excuse for corporate violation of national laws and international standards" (Baker, 2011: 7). This scenario demonstrates that the relationship between state and MNCs is uneasy. "On the one hand, [M]NCs attempt to take advantage of national differences in regulatory regimes (such as taxation or performance requirements, like local content). On the other hand, states strive to minimize such 'regulatory arbitrage' and to entice mobile investment through competitive bidding against other states" (Dicken, 2007: 245). Dicken also reminds us that not all states have weak bargaining power. In this sense, "it is important, therefore, not to fall into the usual trap of assuming that the bargaining advantage always lies with the [M]NC and that the state is always in a weak position" (Dicken, 2007: 244).

Moreover, as Munck (2002: 187) insightfully writes, the "new" workers "are much younger than the average trade-union member and their memory is of the neoliberal era and not of the Golden Era in which the unions had a certain social weight". It might be that for unions one of the main challenges is not only companies' resistance but also "the perceived irrelevance of traditional trade unionism for the 'new' workers" (ibid.).

Additionally, informants acknowledged that *some companies do not see the added value* in IFAs. They believe that they already have other tools which deal with these issues or they prefer to opt for other approaches. Furthermore, as an interviewee specified, sometimes different views on IFAs coexist within the same company. Briefly put, *MNCs are not monolithic units*. For instance, an IFA process negotiation might be initiated between a CSR department and a GUF, but at a later stage, this process can be stopped by senior managers at other levels (interview with GUF6, on 26 August 2011).

What is more, examples where IFAs negotiation did not succeed due to other motives were also provided. For example, one respondent described that

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<sup>23</sup> In fact, Miller, in his article of 2008, titled one of the sections as follows: "Why no IFAs?" I have used the same title, adding "challenges faced by GUFs" as a way to emphasize that this analysis is supportive or complementary to Miller's previous analysis.

on one occasion an IFA negotiation, initiated by a EWC, did not proceed because there was no an agreement between both unions' organizations about the introduction of a clause related to suppliers and sub-contractors. It seems that this was a priority for the GUF, but not for the EWC. It was clarified that this did not signify that the global union was denying the role of EWC under this framework (interview with GUF1, on 21 July 2011). On another occasion, "a supplier which was in the throes of being organized by a union which was not a GUF3 affiliate but a GUF3 coordinator became involved to assist the CSR department in resolving the case. The union seeking to establish itself tabled an excessive set of demands beyond what had appeared to have been agreed and ultimately when these were not accepted, potential members became disillusioned and joined another union – leaving the original union with no bargaining power left to invoke recognition" (interview with GUF3, on 25 July, 2011). These examples illustrate that IFAs' negotiation processes are not always impeded by MNCs. On the one hand, *possible tensions between unions* should be also taken into consideration. On the other hand, this again calls the causality dilemma to mind: the question is "whether to see the IFA as the foundation for organizing or, rather, to see workplace organization as the precondition for implementation of the IFA" (Davies et al., 2011b: 217).

*Fear of the unknown* was also stressed by GUFs as another reason preventing companies from signing IFAs. "They may be hesitant to sign because they fear (illegitimately) that there may be legal consequences of signing. They don't work a legal binding framework, neither do we" (interview with GUF5, on 3 august 2011). The CGU reminds: "it should be kept in mind that we are talking about a global tool which is not supported by an international legal framework. In a country where laws and legislation do not protect workers, why should companies engage in IFA initiatives? This is why most IFAs have been agreed in countries with sound industrial relations traditions" (interview with CGU, on 28 July, 2011).

Most GUFs emphasized that a challenge of paramount importance for IFAs' accomplishment is the practice of *outsourcing* (or extensive subcontracting), as well as others such as franchising, leasing and management contracts. Put another way, the *fragmented ownership structure* that characterized virtually all sectors represents a significant challenge. In effect, the opaque networks of outsourcing in buyer-driven chains, as well as the large share of home-workers and other forms of informal workers located at the lower end of the chain, must make IFAs even more challenging in these industries, but widespread outsourcing seems to also be present in other sectors that may be catalogued as producer-driven chains. Here, one of the chief conundrums seems to be the responsibility. For managers, the responsibility derived from these agreements in relation to supply chains (that is, firms that in most occasions they do not own or control) is a controversial issue. For example, it is possible that the manager of the headquarters in X of the hotel chain Y might not be able to take responsibility for negligent actions from a franchising company in Z<sup>24</sup>. As Ponte (2002: 1100) reminds us: "[t]he producer-driven

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<sup>24</sup> This idea is based on a real example provided by a senior specialist from the ILO (interview on 16 September).

*versus* buyer-driven dichotomy, while useful as a point of departure, should not be strictly and statically interpreted”. In practice, these categories are not opposed. Some value chains may have characteristics from both models. This might justify why GUFs also referred to outsourcing as an obstacle to implement IFAs. In fact, as Sturgeon et al. admit, the GVC simplistic metaphor does not catch the complexity and richness of the reality “what is needed is an open analytical framework that can accommodate the full range of forces, actors and spatial scales at work” (2008: 301).

In reference to the TCF sector, Gregoratti and Miller (2011: 96) emphasize, “The current financial crisis has, moreover, brought into sharp focus the fickle nature of apparel sourcing and the limited authority CSR departments have in commercial decision making”. This is to say, the current economic crisis has made the unpredictable relations between buyers and suppliers even more visible. Under these circumstances, drawing upon the River Rich case, the authors conclude that “an IFA, along with other voluntary forms of supply chain governance, may only have purchase under conditions of a long-term strategic supply agreement between a buyer and a supplier”. Otherwise, IFAs can only “become a transient mode of compliance”. In summary, this case accentuates “the need to extend the ‘frontier of control’ into the area of buying practices in order to protect workers from the substantive insecurities arising from sourcing decisions made by other quarters in a multinational” (Gregoratti and Miller, 2011: 97). Following the thought that the distinction between buyer-driven chains and producer-driven chains is blurred, this rationalization might equally apply to other sectors. This task seems Dantesque; but there are some signs that this is happening in TCF.

In addition, in relation to the extensive use of international value chains on behalf of MNCs, one respondent revealed: “today it seems easier to sit down with companies and even initiate conversations on IFAs with them than before. However, negotiations are more complex because an IFA implementation is hard, due to the widespread practice of outsourcing. Companies may pledge respect of rights, but they feel that they cannot or will not apply them in supply chains” (interview with CGU, on 28 July 2011). In fact, related to this point, Christopherson and Lillie (2005: 1934) explain that MNCs “almost invariably foster competition among their international suppliers, squeezing them to reduce wholesale prices... Recognizing that the ‘squeeze’ strategy is inevitably going to result in exploitative labour conditions, the transnational firms look for ways to distance themselves from the practices of subcontractors—that is, from the production process itself”.

Some GUFs noticed *failures of communication within MNCs and across workers’ representatives*. With regard to MNCs, they mentioned that events which are taking place within the value chain of a given MNC are not at all times acknowledged at the headquarters. The same MNC does not have a complete overview of all operations. This is also likely to happen within the union movement or across trade unions. Information sometimes does not flow adequately from the local level up to the national, regional or international level.

Without generalizing this to all GUFs, *a need of increasing both awareness and education* about these agreements on both sides (MNCs and unions) was highlighted by some. In this regard, one informant pointed out that it was companies' responsibility to disseminate and monitor these agreements, because they own more resources and information regarding its supply chains (this answer was the exception). Thus, in general, a need for *more active involvement from both local managers and local unions* was noted by some. Even so, according to one respondent, "this does not guarantee that IFAs will be understood. There is an example in the North of France, where an IFA had been extensively distributed on both sides, but it was only at the last minute that it was 'discovered' and used to go beyond the requirements of French law and managed to avoid the closure of a plant and consequently the dismissal of 200 workers". In fact, Fichter et al. (2011: 618), building on a human resources model of practice transfer, suggested that IFAs' framework could demand persuasion between "networking *within* hierarchy" and "networking *across* hierarchies". The first notion is employed to refer to the "interplay between structural aspects and political agency in [MNCs]" while the latter refers to "other modes of coordination than hierarchical fiat when unions (and eventually suppliers) as external actors are involved". Fichter and his colleagues' next objective is to examine the chances of interactions between both networks through a methodology which places attention on the local level.

All in all, the interviews revealed that, based on years of experience, GUFs currently are quite aware of the limitations of their own model. What is more, their view on "why no IFAs" does not seem to be notably divergent from the reasons highlighted by the IOE "against IFAs". Here an anecdote from the data collection process comes to mind. Before one interview took place, the IOE's document was sent to a respondent with the intention of discussing, at a later stage, whether he was able to recognize the reasons "against" IFAs underscored by this organization. He wrote: "without even reading the pdf [document] yes" (e-mail with GUF3 on 25 July, 2011).

## Analyzing the trade union leaders' perspective in Latin America and Africa

In the course of interviews, GUFs were also asked *how local unions in the South see IFAs and the kinds of challenges they face in implementing these agreements*. Some of them answered: how are we to speak in the name of the South? Others declared that perspectives on IFAs vary depending on circumstances and experiences. IFAs might be well-known and recognized in some places, in others not. Two GUFs, according to their practice, conveyed that on the local level one of the main challenges that local unions are facing is that local managers now and then are not willing to implement these agreements.

As referred in the research methodology section, the analysis of the survey conducted has no statistical purposes. This is a reminder again that extreme caution should be taken when analyzing and reading the results. In this sense, it might be helpful to remember that 24% (73 trade unions) of all potential respondents (300 trade unions) partially answered the questionnaire. 15% (45 trade unions) of the whole sample<sup>25</sup> (300 trade unions) fully answered the questionnaire. In addition, not all questions applied to each respondent. Each could follow a different path. With this in mind, the section is organized as follows. First, views on international solidarity are analyzed. This question had a total of 53 respondents. Second, the views on IFAs and the challenges faced by them are discussed. Responses here were less abundant; 25 respondents declared that an IFA applied to their members (see annex IV: on-line questionnaires).

Question 2, “*does your organization have members in any MNC or its suppliers?*”, was answered by 96% (70 trade unions) of the total respondents (73). 67 out of 70 stated that their organization had members in MNCs or its suppliers. This was a filter question. If they answered no, they were directed to question number 10: “*How do you value (from 1 to 5) union networks at international scale as a way to fight together for labour rights?*” This question was answered by 53 trade unions, that is, 73% of the total respondents.

How do you value (from 1 to 5) union networks at international scale as a way to fight together for labour rights? (1 = I do not value at all; 5= I highly value)		
Value	Number of responses	Response rate or relative frequency (number of responses by value / total number of responses)
1	1	2%
2	6	11%
3	12	23%
4	11	21%
5	23	43%
Total	53	100%

**Table II. Union leaders' survey: question 10 response rate**

<sup>25</sup> The word “sample” in this text is used with a numerical sense, not with a formal statistical sense.

In this sample<sup>26</sup>, the mode corresponds to the value 5. Put differently, 64% of the respondents to this question valued union networks positively at international scale (values 4 and 5). Nonetheless, it should also be noted that 13% of the respondents to this question did not value union networks positively at the international scale (values 2 and 1) and 23% remain impartial (value 3). We might stress that only one respondent did not see value at all in international union networks. To sum up, overall it seems there is a positive inclination towards international union networks; nearly two-thirds of the respondents are distributed over values 4 and 5. However, as this survey must not be statistically interpreted, those who whether not value international solidarity or remain indifferent should not go unnoticed. Maybe, as Freeman suggests (2005: 149) in relation to trade union internationalism, “[n]ational and international trade union apparatuses, with their deeply rooted traditions, long-established political and industrial bargaining relationships, and complex internal power dynamics, are both repelled and attracted by the flexibility and spontaneity of alternative modes of intervention in an arena which unions once claimed exclusive jurisdiction”.

Numerous respondents supported this answer with arguments. Some of these remarks are worth noting. In the following lines the most representative comments are replicated. Here “representative” is used to mean those comments that express an idea also conveyed by other respondents, or unique ideas that are substantive and might help to complement GUFs’ view and experiences. For instance, those who positively value international solidarity wrote: “fighting together for labour rights as an union global, national or local is very important, it brings unity within the working class”; “international solidarity is highly valued since it can be used as a powerful tool to push government and employers against the wall”; “they<sup>27</sup> have aided in organising very difficult employers who initially resisted the formation of trade unions in the country”; “this has helped in organising workers in the multinationals and improving their working conditions”; “united we stand -in some cases. This generates greater power and, consequently, the authorities examine the issues with diligence”; “when employers at local level realize that national unions are linked to international unions—and supported by them—they pay greater attention to their decisions”; “international union networks have the following advantages: a) creating international solidarity among workers b) generating a platform for exchange of information and experience on union fight [sic] c) revitalizing unions’ image as poor, weak and vulnerable organizations”. Conversely, those who valued international solidarity to a lesser extent wrote: “I did not receive support on their behalf, when I asked”; “due to the distance, in term of relations, between international trade unions and national unions or other affiliates, in general, a lack of knowledge on the real problems affecting our members is observed”; “unfortunately, national unions together with international unions (or other international labour organizations) do not

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<sup>26</sup> In this sample, the standard deviation was equal to 8.2. This suggests that certain degree of variability among respondents is also noticeable.

<sup>27</sup> Sometimes, it appears that respondents refer interchangeably to IFAs/GUFs and international solidarity.

respond to the workers' interests of my country"; "regrettably, labour rights are only applied or fought [for] depending on the ruling class of the moment".

In short, according to union leaders, it appears that particular experiences, organizational distances, national institutional arrangements (including the -absence or presence- states' integrity) and local needs and priorities can influence how international solidarity is appreciated. Above all, the value of international solidarity seems to be based on the idea that unity enhances influence (or power). In this way, the fact that similar units (this is to say, unions) exist at different geographical levels seems to help build vertical links between union members, and consequently this can reinforce the influence of their actions.

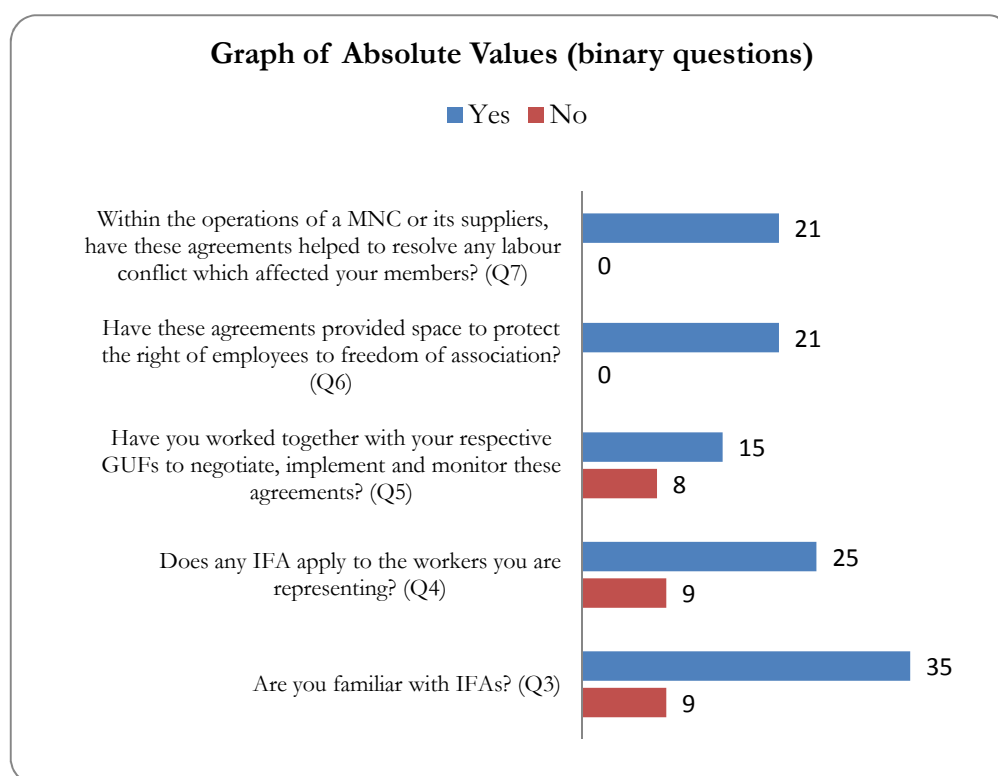
An overview of the number of answers given for questions number 3 to number 7 is presented in the table below. In this respect, it might be useful to stress that response rates (or relative frequencies) are commented upon or analyzed considering the total number of responses by question. This latter aspect varies from one question to another, as it can be easily observed from the table. Thus, each time a percentage is mentioned the reader should keep this table in mind. Once more, a reminder might help in interpreting or better understanding the results: 24% (73 trade unions) of the whole sample (300 trade unions) partially answered the questionnaire. 15% (45 trade unions) of the whole sample (300 trade unions) fully answered the questionnaire. Basically, this signifies that not all respondents who filled in the questionnaire had to answer all questions.

**TABLE of RELATIVE FREQUENCY (%)**

Total sample N=300    Questionnaires partially responded n=73    Questionnaires fully responded n=45			
Questions	Number of Responses		Non-responses
	Yes	No	
3. Are you familiar with IFAs? (n=67)	35	9	22
	80%	20%	33%
4. Does any IFA apply to the workers you are representing? (n=35)	25	9	1
	74%	26%	3%
5. Have you worked together with your respective GUF to negotiate, implement and monitor these agreements? (n=25)			
I have been consulted by the GUF during the negotiation process	17	7	1
	71%	29%	4%
I have received assistance by the GUF to implement an IFA	13	10	2
	57%	43%	8%
I have worked together with the GUF monitoring an IFA	15	8	2
	65%	35%	8%
6. Have these agreements provided space to protect the right of employees to freedom of association? (n=25)	21	0	4
	100%	0	16%
7. Within the operations of a MNC or its suppliers, have these agreements helped to resolve any labour conflict which affected your members? (n=25)	21	0	4
	100%	0	16%
Was the conflict resolved within your own country?	14	6	5
	70%	30%	20%
Was the conflict resolved at the MNC's Headquarters with the support of the GUF to whom you are affiliated?	11	9	5
	55%	45%	20%

**Table III. Union leaders' survey: response rates from question 3 to 7**

According to this table, regarding the column of non-responses, it is remarkable that question number 3 (*Are you familiar with IFAs?*) was not answered by 33% (22 persons) of potential respondents (67). This was, again, a filter question: if a respondent answered no, he/she was directed to question number 10. It is possible that this question discouraged respondents from completing the questionnaire. Maybe the definition of IFA provided in this question (see annex IV) was not sufficiently clear, and participants opted not to complete the questionnaire. In fact, this concurs with the final number of responses for question 10 (*How do you value -from 1 to 5- union networks at international scale as a way to fight together for labour rights?*). Theoretically, question 10 could have been completed by all who initiated the questionnaire (73). However, it was completed by 53. This means that 20 unionists were not interested in completing the questionnaire at that point. The number of non-responses in the question 3 (22) is very close to the number of non-responses to question 10 (20). This may suggest inappropriate wording in question 3. Perhaps, an image showing the text of an IFA would have helped to better understand what an IFA is and consequently to answer the question, whether they were familiarized with IFAs or not.



**Table IV. Union leaders' survey: absolute values from question 3 to 7**

As regards responses (see graph above), 80% (35 respondents) of those who answered question 3 were familiar with IFAs. 25 respondents declared that an IFA applied to their members (question 4). Of those who answered question 5, over 55% indicated they have worked together with their respective GUFs to negotiate (71%), implement (57%) and monitor (65%) these agreements. This might reflect the efforts made by some GUFs to involve their affiliates more closely under IFAs approach. Through an open space associated with this question, some union leaders explained that they had received technical and financial assistance for these purposes. Training, workshops and seminars, as well as lobbying or exercising pressures on MNCs, were also mentioned by other unionists as assistance received on behalf of their respective GUF.

Without forgetting that cautiousness is our guiding principle, it is remarkable that all respondents (21) who answered question 6 claimed that these agreements had provided a space to protect the right of employees to freedom of association. In this line, it is equally significant that all informants (21) who answered question 7 declared that these agreements helped to resolve any labour conflict which affected their members. Certainly neither figure permit dramatic conclusions, but at the least, in relative terms, it is a positive sign.

Questions 8 and 9 were open. Both questions were answered by 20 respondents. In this respect, when asked, *What are the main challenges faced by your*

*organization to implement IFAs at local level?* (question 8), union leaders wrote: “they [employers] want cheap labour and employees who do not know their rights. They want people to work long hours and very little pay at no overtime. They do not want junior managers to join trade unions”; “undermining of agreements and policies by companies”; “double standard by the MNC management”; “lack of awareness of both employers and trade unions”; “the most [sic] challenge that we face to implement IFAs is the understanding of our members of the contents of the agreement”; “local unions should be involved during [the preparation of] proposals ... because each country has unique problems which need to be addressed in the IFAs”; “rather than being challenges, the IFAs have been very helpful”; “the challenges are: a) recognition of our status as social partners b) true involvement of our GUF c) mobilization of our members”; “the main challenges are: 1) local managers frequently apply MNCs policies in any which way (or to their discretion), 2) national labour legislations are different, thus what is allowed in one country does not apply to another or it is limited, 3) MNCs do not recognize cultures and regional traditions; this considerably affects to the community, 4) when there are conflicts and we turn to the MNCs’ headquarters they say that this is a problem of the country and they can not intervene. The problem should be solved with local managers. However, when we turn to local managers they answered that this was a decision taken by the headquarters and they can do nothing. This situation really makes it complex to find solutions. We have nobody to turn to. At the end, workers are the worst hit”.

What is noteworthy is that many of these statements coincide with the very concerns claimed by GUFs to extending or implementing an IFA model. On the one hand, it seems that some of the problems faced at the international scale are replicable or similar at the national/local scale (or vice-versa). For instance, the non-recognition of unions as social partners as well as the lack of clarity regarding responsibilities within employers (MNCs at the headquarters vs. local employers) and between employers and the State (national labour laws), are all mentioned by union leaders as challenges to confront. On the other hand, some of the problems acknowledged or perceived by global unions are directly experienced or recognized at local level, such as the need and desire to be involved more intimately with the preparation of the IFAs proposals in order to better reflect local needs and priorities, or the need to increase awareness and education in how to make effective use of these agreements among unionists. In fact, these comments were again reiterated by some unionists in question 11 (*Is there anything else you would to convey?*)

Finally, when asked about their opinion of this kind of agreement (question 9), union leaders wrote: “if implemented and people know their rights we can have a good working environment”; “in general these agreements are helping us a lot. It helps to resolve the dispute amicably even though labour laws made provision of dispute resolutions”; “they should be strengthened not only to set procedural standards but also to set minimum wages and other remunerations”; “the agreement was good because it brings a lot of change to most of our members and workers, which also allowed them the freedom of association and to bargain freely”; “they are okay, but monitoring is a big

challenge to local unions and sometimes implementation takes long”; “these agreements facilitate the work of unions which function within multinationals”; “these agreements are beneficial in those countries where the rules of the game are clear, such as Europe —particularly the Schengen countries— and social security and other citizenship rights are recognized. But most MNCs oppose to extend those agreements to our countries in Latin America (with some exceptions), because here labour laws are different ... Our governments have to lower their heads in front of MNCs, because they are powerful and they argue that they are creating employment and combating poverty. They take benefit from this situation and they do not pay overtime and respect a regular working day”.

In addition, under question 11 (*Is there anything else you would like to convey?*), union leaders wrote additional comments that serve as complements to question 9, such as: “the GUFs should continue to engage MNCs and enter into IFAs which assist the affiliates to organize locally. So far things are bit slow as these agreements are not really known by many unions and one has to serious do campaigns for trade union more special in Africa to know them [sic]”; “The North-South cooperation must be carried out to a higher level due to the extreme exploitation these multinationals apply on poor countries. Since they have their headquarters in the North [western world] it might be easier to track them down and support the South to maintain dignity”. In summation, considering the responses to both questions 9 and 11, regional, national and local union leaders in Latin America and Africa seem to have a generally favourable position towards IFAs. With few exceptions, it seems that they consider IFAs valuable. Above all, their statements have underlined IFAs’ utility in promoting freedom of association or workers’ organization.

As mentioned elsewhere in this paper, this online survey had exclusively exploratory purposes, which means that cross-tabulation of the GUFs variable (question 1) and continents (Latin America vs. Africa) is of little value. However, cross-tabulation of other variables<sup>28</sup> might be useful, if cautiously compared. On the one hand, analysis by cross-tabulation reveals that 60% of the respondents who valued IFAs as a useful tool for providing space to protect the right of workers to freedom of association (question 6)—and who also answered to question 10 (19 respondents)—were inclined to value positively (with values over 4 and 5) union networks at international scale (question 10). On the other hand, 60% of the respondents who valued IFAs as a useful tool for resolving any labour conflict within the operations of MNCs or their suppliers (question 7)—and who also answered to question 10 (19 respondents)—were inclined to value positively (with values over 4 and 5) union networks at international scale. That is, in both cases the strength of the relationship was 60%. This may be regarded as a positive relationship. However, as one respondent pointed out, we should remember that union networks at international scale are also emerging outside the borders of this

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<sup>28</sup> Other possible cross-tabulations were calculated (e.g., question 1-question 5; question 6-question 7; question 4-question 7), but they did not produce additional information. Basically, this analysis showed that respondents’ answers were consistent. This can also be explained because in questions 6 and 7 answers “No” were equal to zero.

model (interview with GUF2, on 26 July 2011). So the attribution of positively valued union networks at international scale to IFAs may not be a straightforward and simple one. The positive valuation could be mediated by other factors, as discussed earlier in this section.

For some, this initiative has “echoes of past problems in the way that European unions in particular dominate international agendas, raising the prospects of new forms of colonialism being imposed upon workers in the global south” (Cumbers et al. 2008: 385). For others, “the transnational extension of unionism has the justification of improving working conditions, wages and union strength in less developed countries while lessening downward pressure and ‘whip-sawing’ in the North” (Anner et al. 2006: 23). As O’Brien alleges, “[b]usiness organisations now feel powerful enough to attack labour directly in developed and developing countries simultaneously” (2004: 58). The survey reveals that, even if this initiative could be labelled by some as trade-union colonialism, some positive episodes of solidarity through cross-border unionism seem to run in parallel.

In summary, considering the outcomes of both techniques together, the interviews demonstrate a sharp critical awareness of their own model on the part of GUFs. Some GUFs showed certain kind of disenchantment towards this model in relation to their initial expectations. Nonetheless, GUFs recognized that IFAs embody opportunities. Alternatively, though the survey serves no statistical purposes, on the whole it seems that participants had a positive tendency towards cross-borders union networks. One of the most remarkable outcomes might be that 100% (21 respondents) of those who answered questions 6 and 7 declared that these agreements have provided a space to protect the right of workers to freedom of association. These agreements also helped to resolve any labour conflict which affected their members. Ultimately, GUFs’ and union leaders’ (in Latin America and Africa) view on IFAs tended to converge on several aspects.

The final chapter, “Conclusions and some reflections”, contains a summarized overview of what has been discussed, provides possible answers to the questions guiding this research, and elaborates some reflections.

## CHAPTER 5: Conclusion and some reflections

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In this paper, IFAs have been analyzed in terms of whether they can realize the implementation of certain core international labour standards through the encouragement of the respect for freedom of association at diverse geographical and functional levels within MNCs and their supply chains. In this respect, it is assumed that freedom of association is an enabling right; it can empower workers.

The point of departure of this paper has been the recognition that IFAs represent an extremely complex model of governance based on a multi-level approach. The complexity of IFAs in practice is such that in fact it is currently difficult to find analytical tools that can help to analyze this model holistically. Moreover, analyzing the practice through antagonist conceptualizations (producer-driven chain vs. buyer-driven chain; informal economy vs. formal economy; local vs. global; developed vs. developing countries; even labour vs. capital) seem to be inadequate as this paper has shown. An antagonist approach does not seem to capture the richness and variety of the reality.

Going back to the questions guiding this research, GUFs identified various factors (challenges) that can partially elucidate the complexity of putting IFAs' approach into practice. Among others, they referred to some companies' resistance and fear of the unknown; lack of perception of IFAs' added value on the part of some MNCs; possible tensions between unions; divergent opinions (about IFAs) within the same MNCs; failures of communication within MNCs and across workers' representatives; a need on both sides to increase awareness and education about IFAs; and a need for more active involvement from both local managers and local unions under this approach. Especially, the extensive practice of outsourcing (or fragmented ownership structure) that characterizes many industries was underscored as a tough obstacle to accomplishing IFAs.

Two sorts of paradoxes associated with the above factors deserve emphasis. First, IFAs, like other voluntary regulatory initiatives, represent a complementary tool to (weak) national labour laws; however, the lack of clear public rules seems to complicate the workers' organization. In other words, IFAs attempt to overcome a gap in public regulation, but it is precisely this gap (that is, poor public rules) that challenges IFAs' progress in some circumstances. This reminds us that the role of the state matters. As Baker notes, "[g]lobal agreements... cannot substitute for the failure of the government to protect the human rights of workers" (2011: 7). Second, the objectives of the practice of outsourcing seem to run counter to IFAs' objectives. IFAs demand MNCs take responsibility for their supply chains. But some MNCs, through outsourcing, seem to try to distance themselves from their suppliers and subcontractors. In some cases, the goal is to take advantage of different jurisdictions<sup>29</sup>. It is not clear who should assume the responsibility. In Munck's own words: "There is a blurring of boundaries between national

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<sup>29</sup> There are also companies with strong social commitments, apart from economic purposes (Kanter, 2011; Raman, 2011).

and international affairs, as there is in terms of who has the responsibility for tackling specific socio-economic issues” (2002: 168). In connection with this, it should not be forgotten that until now most IFAs have been concluded in wholly-owned companies with high levels of unionization.

Nonetheless, GUFs recognized that IFAs embody opportunities; they can engender internal governance within MNCs through the respect for freedom of association. For this to happen workers must be empowered as a source of information; then workers can become monitors of their own conditions.

On the other hand, in relation to the value of international union networks as a way to fight together for labour rights on the part of unionists in Latin America and Africa, keeping in mind that this survey must not be statistically interpreted, participants generally showed a positive inclination towards international union networks. Particular experiences, organizational distances, national institutional arrangements, as well as local needs and priorities, appear to influence the way international action is perceived. The idea that unity and vertical links between unions can strengthen the influence of actions is behind this positive assessment.

In this context, according to the respondents in the survey, IFAs seem to have contributed to bringing about better organised factories and workplaces in some places in Latin America and Africa. It is worth noting that 100% of those who answered this section of the questionnaire declared that these agreements had provided a space to protect the right of workers to freedom of association. In the same way, these agreements helped to resolve any labour conflict which affected their members. These are positive and motivating results, but they cannot be generalized. It may just show certain trends. This survey had an exploratory character; it also had considerable limitations. Furthermore, considering that some GUFs are very critical of the existing agreements, these results do not allow us to make extraordinary statements. In addition, even if IFAs do allow organisation at workplaces level to occur, this might not automatically translate into the improvement of other working conditions. This is not to say that this is not happening. It is only to clarify that this survey provided little evidence in this respect. To be honest, neither was the scope of this survey.

In particular, union leaders raised the need and desire of being involved more intimately with the preparation of the IFAs proposals in order to better reflect local needs and priorities, as well as the need to increase awareness and education of how to make effective use of these agreements among unionists. GUFs are already quite aware of this; this might not be fresh news. However, this emphasizes the need for better interconnectivity between different geographical levels. In the words of Dicken, “the real *effects* of globalizing processes are felt not at the global or the national level but at the *local* scale: the communities within which real people struggle to live out their daily lives” (2007: 438). What is more, “individuals are not simply managers, consumers

and workers, but men and women with complex identities and a wide variety of motivations and role in society” (Sturgeon et al. 2008: 298).

IFAs might not be a perfect (global) answer, but they broaden the range of possible answers within capitalism. A little humility here might be in order. As expressed by some union leaders, through the survey, this model (or other international norms or models) might not be acceptable or applicable in certain places. Contextual and social factors such as traditions, social values, cultural norms and history shape the different geographical realities, and this affects the value and utility of IFAs. Moreover, citing Munck: “[v]ery often proclamations of universality are a mask for particular interests” (2002: 167). For others, this answer might not be radical enough (neither was the attempt to introduce social clauses through the WTO), but we cannot overlook the fact that for some unionists (in Latin America and Africa) this tool is proving to be meaningful.

At the moment, with some GUFs disappointed with this model, whether IFAs are here to stay or simply signify a point of departure for other regulatory models, narrowing the distance between some theoretical debates and practice might be helpful, if the intention is truly to contribute to the effectiveness of this model or a potential successor, and therefore to contribute to the realization of certain minimum labour standards of some fractions of the workers community in some places (from the South to the North). This is not an original message, but a reminder of an old one. Very recent publications in 2011 are showing some signs in this respect. The near future will tell whether academia is arriving late—or just in time.

## REFERENCES

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- Anner, M., I. Greer, M. Hauptmeier, N. Lillie and N. Winchester (2006) "The Industrial Determinants of Transnational Solidarity: Global Interunion Politics in Three Sectors", *European Journal of Industrial Relations* 12 (1): 7-27.
- Bivens, J. and S. Gammage (2005) "Will better workers lead to better jobs in the developing world?", in Avirgan, T., J. Bivens and S. Gammage (eds.) *Good Jobs, Bad Jobs, No Jobs: Labour Markets and Informal Work in Egypt, El Salvador, India, Russia and South Africa*, pp. 1-30. Washington: Economic Policy Institute.
- Buxbaum, J. (2011) "PSI and the historical development of Global Framework Agreements", *Journal of the International Centre for Trade Union Rights* 18 (2): 14-15.
- Baker, J. (2011) "Global Agreements and Protect, Respect, Remedy", *Journal of the International Centre for Trade Union Rights*, 18 (2): 7-9.
- Berg, J. and D. Kucera (2008) "Labour Institutions in the Developing World: Historical and Theoretical Perspectives", in Berg, J. and D. Kucera (eds.) *In Defence of Labour market Institutions*, pp. 9-27. Houndsmills: Palgrave MacMillan.
- Blin, D. (2011) "Global Framework Agreements: Compliance", *Journal of the International Centre for Trade Union Rights* 18 (2): 3-4.
- Chambers, R. (1994) "Participatory Rural Appraisal (PRA): analysis of experience", *World Development* 22 (9): 1253 – 68.
- Chen, M. A. (2007) "Rethinking the Informal Economy: Linkages with the Formal Economy and the Formal Regulatory Environment", in Guha-Khasnobis, B., R. Kanbur and E. Ostrom (eds.) *Linking the Formal and Informal Economy. Concept and Policies*, pp. 75-92. Oxford: Oxford University Press.
- Christopherson, S. and N. Lillie (2005) "Neither global nor standard: corporate strategies in the new era of labour standards", *Environment and Planning A* 37: 1919-38.
- Croucher, R., and E. Cotton (2009) *Global Unions. Global Business. Global Union Federations and International Business*. London: Middlesex University Press.
- Cumbers, A., C. Nativel and P. Routledge (2008) "Labour agency and union positionalities in global production networks", *Journal of Economic Geography* 8: 369-87.
- Dicken, P. (2007) *Global shift. Mapping the Changing Contours of the World Economy*. London: SAGE publications.
- Davies, S., N. Hammer, G. Williams, R. Raman, C. Siobhan Ruppert and L. Volynets (2011a) "Labour standards and capacity in global subcontracting chains: evidence from a construction MNC", *Industrial Relations Journal* 42 (2): 124-38.
- Davies S., G. Williams and N. Hammer (2011b) "Organizing Networks and Alliances: International Unionism between the Local and the Global", in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*, pp. 201-19. Geneva: International Labour Organization.

- Dirnbach, E. (2008) "Weaving a stronger fabric: organizing a global sweat-free apparel production agreement", *Working USA: The Journal of Labor and Society* 11: 237-54.
- Drouin, R. C. (2008) "The role of the ILO in promoting the development of international framework agreements", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?* pp. 237-63. Geneva: International Institute for Labour Studies.
- Doumbia-Henry, C. and E. Gravel (2006) "Free Trade Agreements and Labour Rights: Recent Developments", *International Labour Review* 145 (3): 185-206.
- Dunn, B. (2011) "The New Economy and Labour's Decline: Questioning their Association", in Serrano, M., E. Xhafa and M. Fichter (eds.) *Trade Unions and the Global Crisis: Labour's Visions, Strategies and Responses*, pp.36-78. Geneva: International Labour Organization.
- Egels-Zandén, N. and P. Hyllman (2007) "Evaluating Strategies for Negotiating Workers' Rights in Transnational Corporations: The Effects of Codes of Conduct and Global Agreements on Workplace Democracy", *Journal of Business Ethics* 76: 207-23.
- Egels-Zandén, N. (2008) "Shifting Locus of Influence in the Labor Union Movement: Negotiations in International Framework Agreements", *Journal of Current Issues in Globalization* 1: 3-4.
- Egels-Zandén, N. (2009) "TNC Motives for Signing International Framework Agreements: A Continuous Bargaining Model of Stakeholder Pressure", *Journal of Business Ethics* 84: 529-47.
- Epstein, G. (2003) "The Role and Control of Multinational Corporations in the World Economy", in Michie, J. (ed.) *The Handbook of Globalization*, pp. 150-64. Cheltenham: Edward Elgar.
- Eurofound (European Foundation for the Improvement of Living and Working Conditions) (2008a) *Codes of Conduct and International Framework Agreements: New Forms of Governance at Company Level. Case Study: Chiquita*. Dublin: Eurofound.
- Eurofound (European Foundation for the Improvement of Living and Working Conditions) (2008b) *Codes of Conduct and International Framework Agreements: new forms of governance at company level. Case Study: IKEA*. Dublin: Eurofound.
- Eurofound (European Foundation for the Improvement of Living and Working Conditions) (2008c) *Codes of Conduct and International Framework Agreements: new forms of governance at company level. Case Study: PSA-Citroen*. Dublin: Eurofound.
- Eurofound (European Foundation for the Improvement of Living and Working Conditions) (2008d) *Codes of Conduct and International Framework Agreements: new forms of governance at company level. Case Study: Telefonica*. Dublin: Eurofound.
- Freeman, R. (2005) "Shifting dynamics in international trade unionism: Agitation, organization, bureaucracy, diplomacy", *Labor History* 46 (2): 137-54.
- Fichter, M., and M. Helfen (2011) "Going Local with Global Policies: Implementing International Framework Agreement in Brazil and the United States", in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The*

- Impact of International Framework Agreements*, pp. 85-115. Geneva: International Labour Organization.
- Fichter, M., M. Helfen and J. Sydow (2011) "Employment relations in global production: Initiating transfer of practices via union involvement", *Human Relations* 64 (4): 599-622.
- Gallin, D. (2008) "International Framework Agreements: A Reassessment", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?*, pp. 15-41. Geneva: International Institute for Labour Studies.
- Gereffi, G. (1994) "Capitalism, Development and Global Commodity Chains", in Sklair, L. (ed.) *Capitalism and Development*, pp. 211-29. London: Routledge.
- Gereffi, G. (2005) "Public and Private Governance: Are We at a Turning Point?" Lecture # 3 for ILO, Kingston, Jamaica, December. 7th Nobel Peace Prize Social Policy Lectures. <http://library.fes.de/pdf-files/gurn/00064.pdf>.
- Hammer, N. (2005) "Bargaining International Framework Agreements: global industrial relations between rights and bargaining", *European Review of Labour and Research* 11 (4): 511-30.
- Hammer, N. (2008) "International Framework Agreements in the Context of Global Production", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?* pp. 89-111. Geneva: International Institute for Labour Studies.
- ICFTU (International Confederation of Free trade unions) (2004) *A Trade Union Guide to Globalization* (2<sup>nd</sup> edn). Brussels: ICFTU.
- IOE (International Organization of Employers) (2007) *International Framework Agreements: An Employers Guide*. Geneva: IOE. [http://www.ioe-emp.org/fileadmin/user\\_upload/documents\\_pdf/papers/guides/english/guide\\_2007august\\_ifasrevi.pdf](http://www.ioe-emp.org/fileadmin/user_upload/documents_pdf/papers/guides/english/guide_2007august_ifasrevi.pdf)
- Jenkins, R. (2002) "The Political Economy of Codes of Conduct", in R. Jenkins, R. Pearson, and G. Seyfang (eds.) *Corporate Responsibility and Labour Rights: Codes of Conduct in the Global Economy*, pp. 13-30. London: Earthscan.
- Kanter, R. M. (2011) "Spotlight on the Good Company: How Great Companies Think Differently", *Harvard Business Review* 89 (11): 66-78.
- Khan, F. R and P. Lund-Thomsen (2011) "CSR as Imperialism: Towards a Phenomenological Approach to CSR in the Developing World", *Journal of Change Management* 11 (1): 73-90.
- Kaufman, B. (2004) "The IIRA and contemporary industrial relations: promoting global dialogue", in Kaufman, B. (ed.) *The global evolution of industrial relations: events, ideas and the IIRA*, pp. 549-75. Geneva: International Labour Organization.
- Kaufmann, C. (2007) *Globalisation and Labour Rights. The Conflict between Core Labour Rights and International Economic Law*, pp. 297-300. Portland: Hart Publishing.
- Keune, M. and V. Schmidt (2009) "Global Capital Strategies and Trade Union Responses. Towards Transnational Collective Bargaining", *International Journal of Labour Research* 1 (2): 9-26.
- Lillie, N. (2006) *A Global Union for Global Workers: Collective Bargaining and Regulatory Politics in Maritime Shipping*. New York: Routledge.

- Levesque, C. and G. Murray (2010) "Understanding union power: resources and capabilities for renewing union capacity", *Transfer: European Review of Labour and Research* 16 (3): 333-50.
- Miller, D. (2004) "Preparing for the Long Haul. Negotiating International Framework Agreements in the Global Textile, Garment and Footwear Sector", *Global Social Policy* 4: 215-39.
- Miller, D. (2008) "The ITGLWF's policy on cross-border in the textiles, clothing and footwear sector: Emerging strategies in a sector ruled by codes of conduct and resistant companies", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?* pp. 161-85. Geneva: International Institute for Labour Studies.
- Miller, D., S. Turner and T. Grinter (2010) "Back to the Future: Mature Systems of Industrial Relations Approaches and Social Compliance in Outsourced Apparel Supply Chains". Conference *Capturing the Gains*, University of Manchester, working paper 2.
- Miller, D. and C. Gregoratti (2011) "International Framework Agreements for Workers' Rights? Insights from River Rich Cambodia", *Global Labour Journal* 2 (2): 84-105.
- Miller, D. (2011) "Global Social Relations and Corporate Social Responsibility in Outsourced Apparel Supply Chains: The Inditex Global Framework Agreement", in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*, pp. 179-98. Geneva: International Labour Organization.
- Munk, R. (2002) *Globalisation and Labour. The new 'Great Transformation'*. London: Zed Books.
- O'Brien, R. (2004) "Globalization, Imperialism and The Labour Standards Debate", in Munck, R. (ed.) *Labour and Globalization: Results and Prospects*, pp. 52-71. Liverpool: Liverpool University Press.
- O'Rourke, D. (2006) "Multi-stakeholder Regulation: Privatizing or Socializing Global Labor Standards?", *World Development* 35 (5): 899-918.
- Papadakis, K., G. Casale and K. Tsotroudi (2008) "International Frameworks Agreements as elements of a cross-border industrial relations framework", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?* pp. 67-87. Geneva: International Institute for Labour Studies.
- Papadakis, K. (2009) "Signing International Framework Agreements: Case studies from South Africa, Russia and Japan", Industrial and Employment Relations Working Paper Series No.4. Geneva: ILO
- Papadakis, K. (2011a) "Globalizing Industrial Relations: International Framework Agreements", in Hayter, S. (ed.) *The Role of Collective Bargaining in the Global Economy*, pp. 277-304. Geneva: International Labour Organization.
- Papadakis, K. (ed.) (2011b) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*. Geneva: International Labour Organization.
- Ponte, S. (2002) "The 'Latte Revolution'? Regulation, Markets and Consumption in the Global Coffee Chain", *World Development* 30 (7): 1099-1122.

- Raman, A. R. (2011) "Spotlight on the Good Company: Why Don't We Try To Be India's Most Respected Company? An Interview with N.R. Narayana Murthy", *Harvard Business Review* 89 (11): 80-86.
- Riisgaard, L. (2003) "The IUF/COLSIBA/CHIQUITA Framework Agreement: a Case Study". Working paper n. 94. Geneva: ILO.
- Riisgaard, L. (2005) "International Framework Agreements: A New Model for Securing Workers Rights?", *Industrial Relations* 44 (4): 707-37.
- Riisgaard, L. and N. Hammer (2011) "Prospects for Labour in Global Value Chains: Labour Standards in the Cut Flower and Banana Industries", *British Journal of Employment Relations* 49 (1): 168-90.
- Robinson, P. (2011) "International Framework Agreements: Do Workers benefit in a Global Banana Supply Chain?," in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*, pp. 164-178. Geneva: International Labour Organization.
- Schömann, I., A. Sobczak, E. Voss and P. Wilke (2008) *Codes of Conduct and International Framework Agreements: new forms of governance at company level*. Dublin: European Foundation for the Improvement of Living and Working Conditions.
- Sobczak, A. (2008) "Legal dimensions of international framework agreements in the field of corporate social responsibility", in Papadakis, K. (ed.) *Cross-Border Social Dialogue and Agreements: an Emerging Global Industrial Relations Framework?* pp. 115-30. Geneva: International Institute for Labour Studies.
- Sommer, M. (2011) "Preface", in Serrano, M., E. Xhafa and M. Fichter (eds.) *Trade Unions and the Global Crisis: Labour's Visions, Strategies and Responses* pp.xi-xiii. Geneva: International Labour Organization.
- Stavis, D. and T. Boswell (2008) *Globalization and Labour. Democratizing Global Governance*. Lanham, Maryland: Rowman & Littlefield.
- Stavis, D. (2010) "International Framework agreements and global social dialogue: parameters and prospects". Working paper, n. 47. Geneva: ILO.
- Stavis, D. (2011) "The Impacts of International Framework Agreements: Lessons from the Daimler Case" in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*, pp. 116-42. Geneva: International Labour Organization.
- Sturgeon, T., J. van Biesebroeck and G. Gereffi (2008) "Value chains, networks and clusters: reframing the global automotive industry", *Journal of Economic Geography* 8: 297-321.
- Telljohann, V., I. Da Costa, T. Müller; V. Rehfeldt and R. Zimmer (2009). *European and international framework agreements: Practical experiences and strategic approaches*. Luxembourg: European Foundation for the Improvement of Living and Working Conditions.
- Thomas, M. (2010) "International Labor Standards Global Industrial Relations? Framework Agreements and the Regulation of labour Standards", *Labour Studies Journal* XX(X): 1-19.
- Torres, L. and S. Gunnes (2003) *Global frameworks agreements: a new tool for international labour*. Oslo: FAFO, Labour International Think Tank.
- United Nations Conference on Trade and Development (UNCTAD) (2006) *World Investment Report. FDI from Developing and Transition Economies: Implications for Development*. Geneva: UNCTAD.

- Welz, C. (2011) "A Qualitative Analysis of International Framework Agreements: Implementation and Impact", in Papadakis, K. (ed.) *Shaping Global Industrial Relations. The Impact of International Framework Agreements*, pp. 38-60 Geneva: International Labour Organization.
- Wells, D. (2007) "Took Weak for the Job: Corporate Codes of Conduct, Non-Governmental Organizations and the Regulation of International Labour Standards", *Global Social Policy* 7 (1): 51-74.
- Wills, J. (2002) "Bargaining for the Space to Organize in the Global Economy: a review of the Accor-IUF Trade Union Rights Agreement", *Review of International Political Economy* 9 (4): 675-700.
- Woodhouse, P (2007) "People as informants", in Thomas, A. and G. Mohan (eds.), *Research Skills for Policy and Development: how to find out fast*, pp. 159-207. London: SAGE publications.

## APPENDICES

### Annex I.

<i>ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up</i> (1998) or ILO's core labour standards	
Four human right dimensions of labour (or four core labour rights)	
<ul style="list-style-type: none"> <li>• Freedom of association and collective bargaining</li> <li>• Elimination of forced and compulsory labour</li> <li>• No discrimination</li> <li>• No child labour</li> </ul>	
Eight conventions associated	
Freedom of Association and collective bargaining	
Convention no. 87 concerning Freedom of Association and Protection of the Right to Organize, 1948 Convention no. 98 concerning the Application of the Principles of the Right to Organize and to Bargain Collectively, 1949	
Elimination of forced and compulsory labour	
Convention no. 29 concerning Forced or Compulsory Labour, 1930 Convention no. 105 concerning the Abolition of Forced Labour, 1957	
No discrimination	
Convention no. 100 concerning Equal Remuneration for Men and Women Workers for Work of Equal Value, 1951 Convention no. 111 concerning Discrimination in Respect of Employment and Occupation, 1958	
No child labour	
Convention no. 138 concerning Minimum Age for Admission to Employment, 1973 Convention no. 182 concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999	

### Annex II.

List of Interviews	
Organization	Date and time
GUF1	21 July 11am.
GUF2	26 July 10am and 1 August 8am.
GUF3	27 July 10am and responses to some questions by mail 25 July.
GUF4	1 August 11am.
GUF5	3 August 10am.
GUF6	26 August 10am.
CGU	28 July 11am.
ITCILO	13 September 18pm.
Senior manager CSR Department	1 August 14pm

## **GLOBAL AGREEMENT ON FUNDAMENTAL RIGHTS, SOCIAL DIALOGUE AND SUSTAINABLE DEVELOPMENT**

### **Preamble**

GDF SUEZ is operating according to a set of principles that reflects its values and that has been transposed in its Ethics Charter. The signatories agree to take this a step further by agreeing a set of common principles.

GDF SUEZ operates in a decentralised manner and respects local legislation, culture and practice; however, the Group expects its operations to respect the principles as laid down in this agreement. GDF SUEZ is a globally operating company split into five operational business lines Energy France, Energy Europe and International, Global Gas & LNG, Infrastructures, Energy Services and Environment. This agreement applies to all present and future GDF SUEZ companies<sup>1</sup>, employees, subcontractors and suppliers.

Where questions are not addressed by this agreement, ethical principles and goals already adopted will continue to be valid. Such principles, also supported by the signatory Global Union Federations, include :

- Full compliance with national laws and regulations as well as with international standards,
- The maintenance of a culture of integrity, trust and honesty (including a zero tolerance policy on fraud and corruption), inside the company as well as with others,
- Keeping commitments, communicating in good faith, providing full and accurate information, and
- Respect for the rights and dignity of people under all circumstances.

The parties to the agreement intend to reach additional, more specific agreements covering areas of further co-operation as well as further processes to ensure that agreements are fully respected and promoted by the negotiating partners. Subsequent agreements will specify their respective fields of application.

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<sup>1</sup> fully consolidated within the GDF SUEZ Group's scope of consolidation and those in which the Group has dominant influence

GDF SUEZ, through its method of governance and its professional practices, undertakes to comply with this agreement and ensures that the other parties specified in the 2<sup>nd</sup> paragraph comply with it. In order to do this, the signatories provide information, create awareness and develop the necessary training. GDF SUEZ undertakes to circulate information on the agreement in the relevant languages using the most appropriate methods throughout all its sites and with its business partners in order to ensure that the agreement is understood and to encourage compliance with it. The signatory Global Union Federations pledge to disseminate the agreement to their respective affiliated unions and to make every effort to ensure that they are effectively employed to resolve conflicts and to promote co-operation and understanding.

GDF SUEZ fully supports international standards, including the Universal Declaration of Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy and the UN Global Compact. These instruments incorporate, among others, the rights elaborated in the ILO Declaration on Fundamental Rights at Work (Freedom of Association and Collective Bargaining, conventions 87 and 98; Discrimination, conventions 100 and 111; Forced Labour, conventions 29 and 105; Child Labour, conventions 138 and 182) and convention 94 concerning Labour Clauses in Public Contracts. The parties agree that the principles contained in all of the listed instruments are considered to be part of this agreement.

## **CHAPTER 1 - A SOCIAL PROJECT TO SUPPORT SUSTAINABLE EMPLOYMENT**

### **1.1 Ensuring equal opportunities and treatment**

GDF SUEZ fully supports equal opportunities and equal treatment of all employees, male or female – regardless of age, origin, nationality, religion, culture or political or sexual orientation. It is agreed that this policy will be in accordance with the principles of ILO conventions 100 and 111.

### **1.2 Respect for Trade Union Rights**

There is agreement on full respect for trade union rights based on the principles in ILO conventions 87, 98, and 135. The rights of workers who wish to form or join trade unions are to be respected and there shall be no discrimination against such workers or against trade union or other employee representatives. To ensure transparency, GDF SUEZ will facilitate access to employees by trade union or other employee representatives under agreed conditions. GDF SUEZ and signatory Global Union Federations will co-operate to promote and encourage positive and constructive industrial relations inside all GDF SUEZ companies and their business partners. GDF SUEZ will provide information on its operations to trade unions in order to facilitate the practice of collective bargaining.

### **1.3 Training**

A subsequent agreement will be discussed and agreed concerning training. It will be based on a joint commitment to ensure that opportunities are provided for workers to upgrade and learn new skills throughout their careers. To that end, the transfer of knowledge from experienced employees to newer ones will be encouraged and special efforts will be made to ensure that women have full access to training, be able to develop competencies and to advance in the company. Training is most effective when combined with fair salaries and good working conditions. Work-based learning, training which alternates between the educational system and the company, will be promoted.

### **1.4 Health & Safety**

Health & safety prevention measures are treated as a priority. Observation of strict standards and training will be used to improve health & safety in the working environment. Best occupational health and safety practice to prevent injuries and ill health shall be promoted and shall be in accordance with the principles of ILO Convention 155 on Occupational Health and Safety, ILO Convention 167 on Safety and Health in Construction and of the ILO Guidelines for Occupational Health Management Systems.

### **1.5 Stable, sustainable employment**

GDF SUEZ recognizes the importance of secure employment for both the individual and for society through a preference for permanent, open-ended and direct employment. GDF SUEZ and all sub-contractors shall take full responsibility for all work being performed under the appropriate legal framework and, in particular, shall not seek to avoid obligations of the employer to dependent workers by disguising what would otherwise be an employment relationship or through the excessive use of temporary or agency labour. GDF SUEZ and all sub-contractors shall respect legal and contractual obligations to all workers under labour and social security laws, regulations, and collective bargaining agreements arising from the regular employment relationship (Social Security Minimum Standards Convention C102). GDF SUEZ and all sub-contractors shall pay social security and pension contributions for their workers where such provisions exist. Companies will ensure that workers are not classified as self-employed when working under conditions of direct employment (bogus self-employment). GDF SUEZ expects its partners to apply comparable principles and regards this to be an important basis for a lasting business relationship.

All employees shall receive a written contract of employment or its equivalent.

## **CHAPTER 2 - ENVIRONMENTAL RESPONSIBILITY TO SUPPORT SUSTAINABLE PERFORMANCE**

### **2.1 Combating climate change**

In order to master at best its greenhouse gas emissions, GDF SUEZ promotes the most efficient technologies for its own and its clients' plants. He develops a low-carbon energy mix, and encourages research and development as well as the use of economic and other tools available at European and international level. Signatory Global Union Federations support reduction of carbon emissions and will co-operate with GDF SUEZ to ensure that any necessary adaptation takes place in a way that protects the rights and interests of workers and that the impact of any such changes are designed and implemented in an agreed, fair manner; GDF SUEZ actively supports "Just Transition" principles.

### **2.2 Managing the impact of its activities**

As a user or creator of products that can be harmful to the environment and to mankind, GDF SUEZ will continue to use tools to prevent or reduce known and identified risks. In addition, it has a policy for ecological management of waste generated by its plants. It also endeavors to preserve natural resources and protect biodiversity.

## **CHAPTER 3 - COMPLIANCE WITH THE COMMITMENTS MADE**

3.1 This agreement does not invalidate or call into question existing collective agreements at local, national, European or other levels. It is intended to ensure that minimum standards are observed and respected throughout the world without in any way affecting higher or more detailed standards which may already exist.

3.2 Each company covered by this agreement will propose its methods of application within the framework of joint action plans. The application is intensely monitored with the trade union partners based on accessible and objective indicators. Where trade union partners cannot be involved, other methods will be examined and jointly agreed.

3.3 Global social dialogue will continue based on this agreement. It should lead to subsequent agreements in specific areas, for example, in such areas as training, occupational health and safety, restructuring, and sustainable development/climate change.

3.4 In the event that questions or issues develop in connection with this agreement that go beyond sectors or enterprises represented by trade union signatories, the terms of the agreement, established social dialogue and implementation procedures will be made available to Global Union Federations representing workers in those sectors and/or enterprises.

## **CHAPTER 4 - IMPLEMENTATION**

4.1 In order to ensure that the agreement is effective, mechanisms for implementation are agreed. This does not preclude further agreements on process questions. The purpose of this section is to ensure that there is good communication between Global Union Federations and GDF SUEZ and that conflicts are resolved in a rapid and satisfactory manner.

4.2 The signatories recognise the need for effective local measures to ensure that this agreement is respected. This should involve the local management, the workers and their unions and, as appropriate, health and safety representatives. Training may be necessary for both local management and trade union representatives. This will also require that adequate information and access are available.

4.3 A reference group shall be set up, composed of representatives of GDF SUEZ, BWI, ICEM, and PSI. Other trade union representatives will also be involved in the reference group as agreed by the parties, with appropriate geographical representation.

4.4 The reference group shall meet at least once a year to review the agreement and to discuss further co-operation. All costs for reference group meetings will be paid by GDF SUEZ.

4.5 The annual review of the present agreement shall be incorporated into GDF SUEZ reporting with the consent of the signatories.

## **CHAPTER 5 - CONFLICT RESOLUTION**

5.1 In the event of a complaint or an alleged violation of the agreement the following procedure will apply :

a) Firstly, the complaint will be raised with the local site management. Workers may seek trade union representation.

b) If the complaint is not resolved with local management, it should be referred to the appropriate national union who will raise the issue with the company.

c) Any infractions which could not be resolved through discussion at the workplace or national level will be addressed by the signatories to the agreement in close cooperation with the GUF affiliates in the country concerned and will be reported to the responsible manager, who will ensure that corrective measures are implemented in a timely manner. This process will take place as needed and may include, but does not require a meeting of the reference group. The reference group can consider the matter and propose appropriate action.

d) Informal discussions may also be considered appropriate at the same time as efforts are being made to resolve conflicts at local or national level.

e) If agreement is not possible, the signatories may seek mediation based on agreement on the selection of the mediator by the parties.

5.2 Signatories agree that any difference arising from the interpretation or implementation of this agreement will be examined jointly, for the purpose of clarification. The English text of this agreement is considered to be authoritative.

## CHAPTER 6 - FINAL PROVISIONS

### **6.1 Duration of the Agreement**

This agreement is valid for a period of three years. It may be terminated with advance notice from any party six months prior to its expiration. Otherwise it will remain valid for another three-year-period. In case of termination, the signatories agree to meet within the period of notice seeking to replace this agreement by an amended version.

### **6.2 Date of effectiveness**

The agreement shall become effective on the day of its signature.

### **6.3 Filing of the Agreement**

In accordance with the provisions of Articles L. 2231-6 et D. 2231-4 and following of the Labor Code, the Agreement shall be filed with local unity of Paris (DIRECCTE – Ile-de-France) and the registry of the Paris Industrial Court ("Conseil de Prud'hommes").

Paris, 16 novembre 2010

For GDF SUEZ S.A. and its subsidiaries meeting the conditions specified in the Preamble,  
Gérard MESTRALLET

For BWI, Ambet YUSON

For ICEM, Manfred WARDA

For PSI, Peter WALDORFF

## **Addendum to the Agreement : GDF SUEZ and the Community**

GDF SUEZ has responsibilities to society in addition to its obligations with regard to shareholders and employees and their respective representatives. This addendum outlines some of those responsibilities.

As specified in the agreement, GDF SUEZ will respect national law and regulations. Unfortunately, in too many countries, national laws and regulations are not adequate or are not fully implemented. GDF SUEZ and the signatory Global Union Federations seek good governance and the rule of law. International standards, including those dealing with human and trade union rights, are most effective if adopted by governments and applied at national level.

Social exclusion and discrimination generate injustice, often rob people of their basic human dignity, and deprive society of the contributions of many. It must be overcome, including through education and training. Inside and outside of the enterprise, diversity is positive and to be promoted.

Among its activities, GDF SUEZ distributes energy and water, essential to the health and well-being of society. Access to such vital services is a major priority. GDF SUEZ pledges to co-operate with local initiatives as well as making additional efforts to ensure that the poorest populations have access to energy, water and waste services.

GDF SUEZ will not discriminate against those with disabilities. In addition, it is committed to integrating the disabled, including through providing accessibility and taking specific measures to adapt to employee needs, as reflected in action plans. This commitment goes beyond the enterprise. GDF Suez is also conscious of and concerned about the problems of disabled persons in the larger society

GDF Suez supports government and voluntary action for social and economic progress. It will co-operate with other actors in society to further development. Priority is placed on the areas of health, employment, and education. GDF Suez employees, as members of the community, are encouraged to participate in voluntary solidarity and humanitarian activities.

## Annex IV

### Questionnaire

1. Are you affiliated to any Global Union Federation (G.U.F.)?

- ☐ Yes  
☐ No ➡ [Continue with question](#)

Which one?

- ☐ a. BWI (Building and Wood Worker?s International)  
☐ b. ICEM (International Federation of Chemical, Energy, Mine and General Workers? Union)  
☐ c. IMF (International Metalworkers? Federation)  
☐ d. ITGLWF (International Textile, Garment and leather Workers? Federation)  
☐ e. IUF (International Union of Food, Agricultural, Hotel Restaurant, Catering, Tobacco and Allied Workers? Associations)  
☐ f. UNI (Global Union for Skills and Services)  
☐ g. Other, please specify:

2. Does your organization have members in any multinational company (MNC) or its suppliers?

- ☐ Yes  
☐ No ➡ [Continue with question](#)

3. Are you familiar with International or Global Framework Agreements ? GFS or IFAs—\*?

*(IFAs refer to bilateral negotiations on labour rights and working and employment conditions between MNCs and GUFs on behalf of the unions which represent its employees anywhere in the world. IFAs do not replace negotiations between workers and companies at national or local level)*

- ☐ Yes  
☐ No ➡ [Continue with question](#)

4. Does any IFA apply to the workers you are representing?

- ☐ Yes  
☐ No ➡ [Continue with question](#)

5. Have you worked together with your respective GUF to negotiate, implement and monitor these agreements?

	Yes	No
I have been consulted by the GUF during the negotiation process	<input type="radio"/>	<input type="radio"/>
I have received assistance by the GUF to implement an IFA	<input type="radio"/>	<input type="radio"/>
I have worked together with the GUF monitoring an IFA	<input type="radio"/>	<input type="radio"/>

Please, specify which kind of assistance you have received on behalf of your GUF

6. Have these agreements provided a space to protect the right of employees to freedom of association?

- ☐ Yes  
☐ No

7. Within the operations of a MNC or its suppliers, have these agreements helped to resolve any labour conflict which affected your members?

- ☐ Yes  
☐ No ➡ [Continue with question](#)

Was the conflict resolved within your own country?

- ☐ Yes  
☐ No

Was the conflict resolved at the MNC's Headquarters with the support of the GUF to whom you are affiliated?

- ☐ Yes  
☐ No

8. What are the main challenges faced by your organization to implement IFAs at local level?

9. What is your opinion on this kind of agreements?

10. How do you value (from 1 to 5) union networks at international scale as a way to fight together for labour rights? (1 = I do not value at all; 5 = I highly value)

- ☐ 1  
☐ 2  
☐ 3  
☐ 4  
☐ 5

Please, give your reasons behind your previous response

11. Is there anything else you would like to convey?

## Questionnaire

1. Est-ce que votre organisation est affiliée à quelque fédération internationale d'organisations syndicales?

- ☐ Oui  
☐ Non ➔ [Continue with question](#)

Quelle fédération?

- ☐ L'Internationale des travailleurs du bâtiment et du bois (IBB)  
☐ Fédération internationale des syndicats de travailleurs de la chimie, de l'énergie, des mines et des industries diverses (ICEM)  
☐ Fédération internationale des organisations de travailleurs de la métallurgie (FIOM)  
☐ La Fédération internationale des travailleurs du textile, de l'habillement et du cuir (FITTHC)  
☐ L'Union Internationale des travailleurs de l'alimentation, de l'agriculture, de l'hôtellerie—restauration, du catering, du tabac et des branches  
☐ Syndicat mondial des compétences et des services (UNI)  
☐ Autre

2. Est-ce que votre organisation a des membres qui appartiennent à une compagnie multinationale ou leurs fournisseurs?

- ☐ Oui  
☐ Non ➔ [Continue with question](#)

3. Vous êtes familiarisé avec les Accords Cadres Internationaux (ACI)?

(Les ACI impliquent négociations bilatérales entre les fédérations syndicales internationales (en représentation d'autres syndicats nationaux et locaux) et les compagnies multinationales sur les droits laborieux et les conditions de l'emploi et du travail. Néanmoins, ceux Accords ne remplacent pas d'autres négociations entre des employés et des entreprises au niveau national ou local)

- ☐ Oui  
☐ Non ➔ [Continue with question](#)

4. Est-ce que quelque ACI applique aux travailleurs représentés par vous?

- ☐ Oui  
☐ Non ➔ [Continue with question](#)

5. Est-ce que vous et votre correspondante fédération syndicale internationale avez travaillé ensemble afin de négocier, implémenter ou faire le suivi de ceux Accords?

	Oui	Non
La fédération syndicale internationale correspondante nous a consultés pendant le procès de négociation	<input type="radio"/>	<input type="radio"/>
On a reçu de l'appui de la part de la fédération syndicale internationale pour implémenter un ACI	<input type="radio"/>	<input type="radio"/>
On a travaillé ensemble avec la fédération syndicale internationale correspondante afin de faire le suivi d'un ACI	<input type="radio"/>	<input type="radio"/>

S7/Il vous plaît, indiquez quel type d'appui vous avez reçu de la part de votre fédération syndicale internationale:

6. Est-ce que la signature de cet Accord a promu une espace qui protège les droits de travailleurs à la liberté syndicale?

- ☐ Oui
- ☐ Non

7. Dedans la compagnie multinationale ou leur fournisseurs, est-ce que ceux Accords ont favorisé la résolution d'un conflit du travail qui affectait ses membres ?

- ☐ Oui
- ☐ Non ➡ [Continue with question](#)

A été le conflit résolu dans son pays?

- ☐ Oui
- ☐ Non

A été le conflit résolu dans le siège de la compagnie multinationale avec l'appui de la fédération syndicale internationale à qui vous appartenez?

- ☐ Oui
- ☐ Non

8. Quels sont les principaux défis que votre organisation doit faire face pour mettre en place ces Accords au niveau local?

9. Quelle est votre opinion sur ce type d'Accords ?

10. Comment vous valorisez les réseaux du travail syndicaux au niveau international comme un moyen de lutter ensemble pour les droits des travailleurs? (0 = beaucoup négatif; 5 = beaucoup positif)

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5

S'il vous plaît, expliquez-vous les motives de son antérieur réponse

11. Si vous voulez, employez cet espace pour exprimer quelque commentaire additionnelle:

## Questionnaire

1. ¿Está su organización afiliada a alguna federación de sindicatos internacionales?

- ☐ Si
- ☐ No ➡ [Continue with question](#)

¿Cuál?

- ☐ Internacional de Trabajadores de la Construcción y la Madera (ICM)
- ☐ Federación Internacional de Sindicatos de la Química, Energía, Minas e Industrias Diversas (ICEM)
- ☐ Federación Internacional de Trabajadores de las Industrias Metalúrgicas (FITIM)
- ☐ Federación Internacional de Trabajadores del textil, Vestidos y Cuero (FITTVC)
- ☐ Unión Internacional de Trabajadores de la Alimentación, Agrícolas, Hoteles, Restaurantes, Tabaco y Afines (UITA)
- ☐ Sindicato Global de Capacidades y Servicios (UNI)
- ☐ Otra
- 

2. ¿Cuenta su organización con miembros en alguna compañía multinacional o sus proveedores?

- ☐ Si
- ☐ No ➡ [Continue with question](#)

3. ¿Está familiarizado con los Acuerdos Marcos Internacionales (AMI)?

(Los AMI se refieren a negociaciones bilaterales entre las federaciones sindicales internacionales (en representación de otros sindicatos nacionales y locales) y las compañías multinacionales sobre derechos laborales y condiciones de empleo y trabajo. No obstante, estos Acuerdos no reemplazan otras posibles negociaciones entre trabajadores y compañías a escala nacional o local)

- ☐ Si
- ☐ No ➡ [Continue with question](#)

4. ¿Aplica algún AMI a los trabajadores a los que usted representa?

- ☐ Si
- ☐ No ➡ [Continue with question](#)

5. ¿Ha trabajado conjuntamente con su respectiva federación sindical Internacional para negociar, implementar o realizar el seguimiento de estos Acuerdos?

	Si	No
La federación sindical global correspondiente nos consultó durante el proceso de negociación	<input type="radio"/>	<input type="radio"/>
Recibí asistencia por parte de la federación sindical global para implementar un AMI	<input type="radio"/>	<input type="radio"/>
He trabajado conjuntamente con mi federación sindical global para realizar el seguimiento de un AMI	<input type="radio"/>	<input type="radio"/>

Especifique, por favor, el tipo de asistencia recibida por parte de su respectivo sindicato internacional

6. ¿Ha propiciado la firma de este Acuerdo un espacio que proteja el derecho de los trabajadores a la libre asociación sindical?

- ☐ Si
- ☐ No

7. Dentro de la compañía multinacional o en sus proveedores, ¿han ayudado estos acuerdos a resolver algún conflicto laboral que afectase a sus miembros?

- ☐ Si
- ☐ No

¿Fue el conflicto resuelto dentro de su país?

- ☐ Si
- ☐ No

¿Fue el conflicto resuelto en la sede central de la compañía multinacional con el apoyo de la federación sindical internacional a quién usted está afiliado?

- ☐ Si
- ☐ No

8. ¿Cuáles son los principales desafíos a los que su organización debe hacer frente para implementar estos acuerdos a nivel local?

9. ¿Cuál es su opinión sobre este tipo de acuerdos?

10. ¿Cómo valoras las redes de trabajo sindicales a escala internacional como un modo de luchar conjuntamente por los derechos laborales de los trabajadores? (1 = Las valoro de manera muy negativa; 5 = Las valoro de manera muy positiva)

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5

Por favor, ¿podrías explicar los motivos de su anterior respuesta?

11. Si lo desea, utilice este espacio para expresar cualquier comentario adicional que considere oportuno: