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Study of the Relevance of Global Framework Agreements  
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**LABOUR AGENCY AND TRANSNATIONAL  
ENVIRONMENTAL REGULATION – A STUDY OF THE  
RELEVANCE OF GLOBAL FRAMEWORK AGREEMENTS**

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A thesis submitted in partial fulfilment of the requirements of the University of Westminster for  
the degree of Doctor of Philosophy

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# Abstract

This thesis analyses how the growing role of labour actors in processes of environmental regulation is reflected in and influenced by the negotiation and implementation of global framework agreements that include environmental provisions (EGFAs). Departing from previous studies of GFAs, the thesis provides a thoroughly contextualised thematic analysis of GFAs focussed on environmental issues, using a trans-disciplinary approach, combining legal and sociological perspectives through the prism of labour environmentalism. It asks how the inclusion of environmental provisions is connected to other processes of environmental regulation, including through the agency of labour actors, mainly unions, at different scales.

Data collection involves the creation of a database of EGFAs consisting of statistical information and an extensive account of their content, and an analysis of three case studies, chosen from the database and informed by semi-structured interviews and focus groups carried out with union and management representatives at various scales. Relying on a bourdieusian analytical framework articulated around the ‘thinking tools’ of field, habitus and capital, the thesis makes a methodological contribution by weaving together the analysis of the content of EGFAs and the cases.

Ultimately, the thesis provides an empirical, analytical and theoretical understanding of practices of negotiation and implementation of EGFAs. Emphasising that context matters, it shows that these practices are connected to political, legal and organisational regulatory processes involving labour actors at multiple scales. The agency of labour actors in these processes relates to their capacity to connect to multi-scalar and multi-directional networks through the articulation of abstract rules, standards, notions, etc. with concrete situations. Focussing on processes of environmental regulation, prevalent approaches were found to be informed by different conceptions of the relationship between labour and nature and to translate into various understandings of the role of EGFAs, ranging from endorsement of companies’ CSR policies and practices to instruments of social and environmental justice.

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## List of abbreviations

BIAC – Business at OECD

BWI – Building and Wood Workers' International

CEO – Chief Executive Officer

CSR – Corporate Social Responsibility

EBMOs – Employer and Business Membership Organizations

Ecosoc – Economic and Social Council (UN)

EFA – European Framework Agreement

EGFA – Environmental Global Framework Agreement

EU – European Union

EUUF – European Union Federation

EWC – European Works Council

GATT – General Agreement on Tariffs and Trade

GFA – Global framework agreement

GHG – Greenhouse gas

GPN – Global Production Network

GUF – Global Union Federations

HLPF – the United Nations High-level Political Forum on Sustainable Development

HR or HRM – Human Resource Management

IC – Implementation Committee

IFA – International Framework Agreement

ILO – International Labour Organization

IOE - International Organisation of Employers

IPCC – Intergovernmental Panel on Climate Change

IR – Industrial Relations

ITF – International Transport Workers’ Federation

ITS – International Trade Secretariat

ITUC – International Trade Union Federation

IUF – International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers’ Association

NGO – Non-Governmental Organisation

OECD – Organisation for Economic Co-operation and Development

PSI – Public Services International

SDGs – Sustainable Development Goals

TNC – Transnational Corporation

TUAC – Trade Union Advisory Committee

UN – United Nations

UNEP – the United Nations Environment Programme

UNGC – UN Global Compact

URD – Universal Registration Document

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## **Author's declaration**

I declare that, except where explicit reference is made to the contribution of others, this dissertation is result of my own work and has not been submitted for any other degree at the University of Westminster or any other institution'.

Name: Coralie Guedes

Signature: \_\_\_\_\_

# **INTRODUCTION**

This thesis began with a very simple question, why have Global Framework Agreements (GFAs), a product of union policy born out of practice in the 1980s, come to include environmental provisions? This initial idea was immediately followed by the realisation that, despite the fact that some GFAs have included environmental provisions for almost 20 years, to this day there are no thematic studies of GFAs. This is therefore precisely the point of departure of this thesis.

This crux of the argument lies with the idea that environmental GFAs (or EGFAs), the written agreements between unions and the management representatives of a transnational corporation (TNC), only constitute a snapshot of a long-term process at a particular time in a particular place. In accordance with this idea, GFAs per se are not in fact the subject of the thesis; the real subject is the process leading up to the negotiation of EGFAs, as well as the practices following their signing.

The thesis does not analyse EGFAs in general, but pursues the specific objective of analysing the role of EGFAs in institutionalising the role of unions as environmental regulator at transnational scale. To act as an environmental regulator is, therefore, to take part in processes of environmental regulation. In order to understand how the negotiation and implementation of EGFAs might contribute to institutionalising the role of unions requires addressing three questions. First, how do EGFAs fit into broader processes of environmental regulation at transnational scales? Second, how does the role of unions play out in these processes and how is it connected to the inclusion and implementation of environmental provisions in GFAs? Finally, what does the involvement of unions, through EGFAs, mean in terms of the substance of environmental regulation?

Answering these questions requires looking both at EGFAs, the agreements, and the experiences of people involved in their negotiation and implementation. In methodological terms, this is executed through the analysis of documents, mostly the EGFAs themselves, and interviews with people involved in the process. Given the number of EGFAs – the database created counts 62 – and their wide scope, the study of three specific cases is used as way to focus the research process.

The findings have shown that to understand the practices surrounding EGFAs, it is essential to zoom out and see EGFAs in their wider context. Indeed, the thesis highlights how practices surrounding EGFAs are connected to the wider context in subtle ways, and in particular the coordination of the actions of various union actors at different scales on environmental issues, including through their participation in policy and law-making processes. However, as a joint initiative, EGFAs are not exclusively submitted to contextual influences, but also internal ones, and more specifically the influence of management representatives, though the findings paint a more

nuanced picture of this influence than one might expect. The practices of the actors involved have also been analysed at a more abstract level to understand their motivation to act as environmental regulators at a deeper level. In this regard, the findings show that one's approach to environmental regulation is underpinned by one's understanding of the notion of labour and how labour relates to nature.

As such, the thesis contributes to knowledge in a number of ways. Empirically, it provides a thematic analysis of GFAs. Methodologically, it strives to bridge the gap between two typical types of studies of GFAs: legally oriented studies, which engage with the content of GFAs; and sociologically oriented studies, which focus on less formalised processes of social regulation. Theoretically, it sketches out a framework to analyse initiatives of environmental regulation involving labour actors at transnational scales. Such regulatory processes can be particularly complex; therefore, this thesis also makes an analytical contribution by exploring how to use an approach based on Bourdieu's sociology.

To understand the significance of this thesis, it is important to take a step back and look at recent historical developments, two in particular. Indeed, the last fifty years have witnessed both the progressive reorganisation of economic activities on a transnational scale, including through the operations of TNCs, and the ever-increasing urgency of environmental action. These two phenomena are actually connected, as economic activities count for a large part of the environmental impact of human activity in general, an impact that is often transnational, not only because of the structural characteristics of economic activities, but also because environmental impacts cannot be geographically contained. Such phenomena raise two general and deceptively simple questions: how should the activity of TNCs be regulated, and how can regulation help protect the environment? By definition, the transnational scale is characterised by the absence of a clearly defined State actor that could enact rules and enforce them. Therefore, regulation at this scale presupposes some form of coordination between various actors, possibly public and private. One form of coordination is multilateralism. Although still relevant today, multilateralism, because of its focus on international and national scales, presents some inherent limitations when it comes to regulating at transnational scale, and initiatives of self-regulation adopted by TNCs, such as codes of conduct, are certainly conceived as a remedy to these limitations.

Despite the fact that TNCs are key actors in processes of regulation at transnational scale as they can be in charge of drafting and implementing rules, especially in the case of self-regulatory mechanisms – sometimes grouped under the overarching concept of corporate social responsibility

(CSR), they are by no means alone. For instance, State actors can encourage and support these ‘private’ regulatory regimes. But a third category of actors has also historically been involved: civil society organisations, such as, but not limited to, non-governmental organisations (NGOs). Their actions can range from targeted campaigning to a more long-term involvement in regulatory actions. These civil society organisations include unions, and in fact early examples of GFAs themselves followed a similar line of thinking to codes of conduct adopted by companies and were designed to complement international labour law, in particular in relation to the implementation of ILO conventions (Gallin, 2008, p15; Drouin, 2010).

Regarding issues of environmental regulation, the role played by environmental NGOs immediately springs to mind. However, the landscape of policy and law-making in this area has changed as a result of the mainstreaming of the environmental agenda. Specifically, the involvement of labour, as represented by unions, in these processes has dramatically changed in recent years (Stavis, Uzzell and Rätzzel, 2018; Clarke and Lipsig-Mummé, 2020; Rosemberg, 2020, p32). Given the original role of GFAs, the increasing role of union in environmental regulation begs not only the need to re-examine GFAs and the role of unions in their negotiation and implementation in this new light, especially considering that some of them do include environmental provisions, but also to consider the place of GFAs within these processes of environmental regulation at transnational scale. This is precisely where the theoretical contribution of this thesis is located.

This thesis makes use of a number of key terms and notions, but to begin with it is important to understand what GFAs themselves are, given that they have had, and still have, other names, the most common being international framework agreements (IFAs) and transnational company agreements (TCAs). The term GFA has been chosen for clarity as it is the most commonly used by practitioners in recent times. GFAs were born out of practice and do not have a clear legal definition. Nevertheless, most share a number of key characteristics: they are voluntary; negotiated by representatives of worker and TNC management; cover a particular TNC’s operations and potentially its supply chain; contain reciprocal and/or unilateral commitments on various topics; and foresee rules for implementation, monitoring and dispute resolution. Environmental GFAs (or EGFAs) are a subset of GFAs, whose provisions go beyond traditional employment issues, to address environmental matters.

Theoretically, the practices associated with the negotiation and implementation of EGFAs are understood as part of processes of regulation, and as such are therefore carefully analysed in their

social, economic, geographical, etc. contexts. Another key element of EGFAs' context is the legal system at different levels, as there are complex and intricate relations between EGFAs and the law, both in terms of substance and method. However, to overcome misleading dichotomies between public and private (self-) regulation, a much broader understanding of regulation is adopted. Regulation is conceived as institution-making (Boyer, 2003), with institutions understood as social phenomena, produced, reproduced, and incrementally transformed by the actions of the actors who inhabit them (Brook and Purcell, 2017), thereby articulating structure and agency (Giddens, 1984). The actors involved in these processes of regulation are conceptualised as part of networks of organisations, with on the one hand, a TNC and its supply chain, and on the other, the international labour movement. These networks are transnational and can be analysed at different scales. In conceptualising the interactions of the various actors involved, power relationships play a key role in understanding their respective agency. Going back to processes of regulation, power relationships are context dependent and should be conceptualised within particular regulatory spaces (Inversi, Buckley and Dundon, 2017). However, power relationships are not the only determinant as understanding the actors' positioning in relation to environmental regulation requires to consider deeper theoretical and philosophical considerations, such as one's conception of labour and its relationship with nature, these conceptions being connected to the development of capitalist systems of production.

GFAs, as a subject of academic inquiry, find themselves at the crossroad of several academic disciplines. They have been analysed from various perspectives: industrial relations (IR), first and foremost, as they bring together the traditional actors of IR such as union and management representatives (Riisgaard and Hammer, 2011), though the focus is often on unions and workers' representatives (Da Costa et al., 2010; Schömann et al., 2012; Barreau, Havard and Bah, 2019); occasionally business ethics, when the emphasis is on management perspectives (Egels-Zandén, 2009; Bourguignon, Garaudel and Porcher, 2020); international relations, as they can raise issues around global governance (Niforou, 2014); and, unsurprisingly, legal studies too, as a result of their link to the implementation of international standards (Drouin, 2006) – ILO conventions specifically (Moreau, 2017), and their dual nature, setting principles as well as enforcement mechanisms (Frapard, 2016). The thesis argues that additional perspectives may also be considered to properly acknowledge the context in which EGFAs are embedded, such as political economy (Boyer, 1987), human geography (Dicken, 2014), and organisational studies (Alvesson and Deetz, 2006, p255; Hardy and Clegg, 2006, p754), as the rules they contain, and the actors who negotiate and implement them go beyond their immediate sphere of influence. In fact, highlighting the

intellectual benefits of trans-disciplinarity as a methodological choice constitutes one of the contributions of the thesis.

The geographical and organisational scope of EGFAs themselves is already very wide and spans across multiple organisations and scales. The thesis, however, goes beyond this wide scope to assess the interactions between the practices immediately connected to the negotiation and implementation of EGFAs and the context in which they are embedded. The result can be a rather complex picture. To be able to make sense of these dynamic processes, it is important to call upon analytical tools. For this purpose, the objectives and research questions are organised along three dimensions: breadth, agency and depth. This framework of breadth, agency and depth is inspired by the work of Stevis (2018) and designed to recontextualise the evaluations and interpretations of labour initiatives in relation to environmental issues. In terms of this study, the breadth dimension addresses the issues of scope and scale in relation to EGFAs; the agency dimension analyses the nature of the agency of the actors involved, as well as the mechanisms at play behind it; the depth dimension operates on a more abstract level and evaluates the relevance of various conceptions of the relationship between labour and nature among the actors involved.

These dimensions are further operationalised using Bourdieu's thinking tools of field, a space filled with agents occupying various positions (Bourdieu, 1990b), according to the nature and amount of capital – sometimes called power – that they respectively hold (Bourdieu, 1986b, p241), their actions being mediated through the field-specific habitus (Bourdieu, 1977). In practical terms, the breadth dimension corresponds to mapping the relevant fields and identifying the actors. The agency dimension analyses the relationship between various fields, as well as power relationships within a particular field, and how these might be connected to disturbances at the boundaries of the field or the result of the entry of new agents. Finally, the depth dimension focusses on the field-specific habitus – in relation to environmental issues – and how it is connected to the definition of the boundaries of the field. Detailing how the framework of breadth, agency and depth can be operationalised through Bourdieu's sociology corresponds to the analytical contribution of this thesis.

Ultimately, the goal of this thesis is to assess the role of labour as environmental regulator, and how this is reflected in and influenced by the negotiation and implementation of EGFAs. To reach this goal, the following research questions are successively addressed in the findings and the discussion:

1. How do EGFAs fit into the architecture of the transnational regulatory system?

2. How do the interactions of the various components of the international labour movement drive or constrain the inclusion and implementation of environmental provisions in GFAs?
3. How do the actors' understanding of the relationship between labour and nature influence their practices as environmental regulators in the context of EGFAs?

Eventually, such a contextualised analysis of the agency of labour can also illuminate larger processes of environmental change and how these are connected to regulation. Concerning environmental change and how it is connected to processes of regulation, the thesis adopts a critical stand with regard to existing approaches to environmental regulation reliant on a vision of the world as divided between two separate realms: nature and society. Recent methodological approaches, sometimes known as new materialism (Coole and Frost, 2010, p1), challenge this dichotomy and suit the purpose of this thesis well. They rely on ontologies of becoming, as opposed to being, and borrow from both empirical and constructivist epistemologies. In practice, this methodological approach translates into choices in terms of data collection and analysis, in particular the focus on both documentary analysis and qualitative interviewing. Indeed, the dataset includes both an exhaustive record of EGFAs – the EGFA dataset, including their main characteristics in terms of signatories, scope, environmental and enforcement provisions, etc., and a range of qualitative interviews and focus groups transcripts. Data collection and analysis is organised according to a case study design, with one main case and a control case chosen from the EGFA dataset. However, data collection is not limited to the cases and also targets experts at different scales in order to shed light on the context in which the cases, and EGFAs in general, are embedded. These contextual interviews led to the addition of a second control case. The interviewing process resulted in a rather varied dataset, which was analysed accordingly using thematic and framework analysis (Miles, Huberman and Saldaña, 2020) with the help of Nvivo.

The answers to the research questions are associated with the empirical and theoretical contributions of this thesis. The methodological and analytical contributions, on the other hand, relate to how these questions are answered. The empirical contribution corresponds, in a nutshell, to the thematic analysis of GFAs, and sheds light on how EGFAs, and the actors directly and indirectly involved in their negotiation and implementation, address environmental issues. The methodological contribution relates to the added value of a trans-disciplinary approach, as well as the benefits of combining the analysis of EGFAs and of the experiences of the people involved, as a way to reveal that EGFAs are but a snapshot of complex, long-term and interacting processes of regulation located in time and space. The analytical contribution shows how Bourdieu's



sociology offers powerful tools to make sense of complex phenomenon but also highlights some of its limits.

Theoretically, in relation to question 1, the thesis not only confirms that EGFAs cannot be analysed in isolation, but also highlights how they are connected to the context surrounding them. These connections being complex, the thesis shows the value of compartmentalising regulatory processes through the notion of regulatory spaces, in plural, conceptualising the relationship between phenomenon and context and, by extension, the connections between various regulatory processes, in particular in the case of EGFAs. Though changes in one space do not cause changes in another, the relations between them are a matter of indirect influence, which rely for instance on interpretation of rules, concepts, ideas, etc. When various actors engage in interpretation, the result is potentially competing interpretations. Assessing the weight of different interpretations within the boundaries of a regulatory space ultimately depends on the power of each actor to defend their own, which relates to question 2. Due to the very wide scope of EGFAs, any regulatory processes at this scale are connected to the constant need to apply general rules to particular situations, so that, as a result, the capacity to assert one's position is associated with the capacity to articulate the abstract and the concrete. In this regard, a connection to networks spanning across scales and in different directions is an undeniable asset. In the case of EGFAs and in terms of connections to networks, three types of connections are relevant: union-management, union-union and management-management.

Finally, in response to question 3, three different understandings of labour and its relationship with nature have been evidenced in the findings. Each, in turn, relates to different conceptions of EGFAs, and of labour agency in their negotiation and implementation, ranging from simple endorsement to instrument of environmental and social justice at transnational scale.

The thesis is organised in four parts. The first part provides a review of the relevant literature and is subdivided into three consecutive chapters, which respectively define EGFAs in relation to theories of regulation, map out labour relations in the context of global network of production, and shed light on the definition of labour and nature in the context of capitalist systems of production. The second part focusses on outlining the analytical framework (breadth, agency and depth), the methodological choices and the research design, both in terms of data collection and analysis. The third part articulates the findings and is organised in four chapters. The first chapter corresponds to the breadth dimension and presents the initial process of mapping. The second and third chapters address the agency dimension of the framework and respectively tackle the issue of

union power at different scales of environmental regulation, followed by a re-assessment of the capacity of management's position in addressing environmental issues in the context of the implementation of EGFAs. The fourth chapter details the three conceptions of labour and its relationship to nature, and how these are connected to different approaches to environmental regulation, including through EGFAs. The fourth part discusses these findings in the light of the literature, outlining the thesis's contribution to knowledge and formulating avenues for future research.

# **PART I**

## **LITERATURE REVIEW**

# **CHAPTER I**

## **GLOBAL FRAMEWORK AGREEMENTS AND REGULATION – A THEORETICAL APPRAISAL**

Born out of practice, opportunity and to some extent necessity, Global Framework Agreements (GFAs) are not embedded in any specific and solid legal framework, be it national or international. Notwithstanding, both professional and research communities appear to have a good common understanding of what GFAs are in practice. As a result, any attempts to strictly ‘define’ GFAs is bound to be unsatisfactory, rather a meaningful analysis of GFAs must focus on practices. Such an emphasis on practices suggests that the object of study is not in fact GFAs as such but rather the practices leading up to the conclusion of GFAs and the ones resulting from their implementation.

Nevertheless, the scope of the research needs to be bounded and the material agreements are used as a framing device. As a first step, it is therefore necessary to unpack what they are. As a practical way of defining GFAs, it is useful to start by detailing some of their key features, briefly recalling their history, as well as presenting some relevant figures, and finally examining how they have been studied in academic literature (I). The argument of this chapter, however, is that the main defining feature of GFAs is that they can be considered as instruments of regulation or rather as parts of transnational regulatory processes. As a result, any meaningful study of GFAs should start by ‘locating’ them within the architecture of transnational regulatory systems, and also elucidate their relationship with the law (II).

# I. DEFINING GLOBAL FRAMEWORK AGREEMENTS

## A. Key defining features of GFAs

As a starting point, and bearing in mind that the agreements studied are sourced from the database jointly established by the International Labour Organization (ILO) and the European Commission, it is useful to look at how those two institutions define GFAs.

The European Commission define a GFA as:

‘an agreement comprising reciprocal commitments, the scope of which extends to the territory of several States and which has been concluded by one or more representatives of a company or a group of companies on the one hand, and one or more workers’ organisations on the other hand, and which covers working and employment conditions and/or relations between employers and workers or their representatives’ (European Commission, 2012b, p2).

As Frapard (2016) points out, this definition has become obsolete on three accounts. First, the commitments entailed by GFAs are no longer necessarily reciprocal, but can also be unilateral on the part of the company. Second, they do not exclusively deal with working and employment conditions and/or relations, but cover a potentially very wide range of subjects, including the company’s environmental policy. Finally, the scope of the agreements has been broadened to include not only the workers of a company or a group of companies, but also workers of sub-contractors and suppliers of the signatory company.

On the contrary, the ILO has not adopted a unified definition. In one of its more recent publications, it adopts a ‘practical definition’ underlining some key features of GFAs. They are voluntary agreements, negotiated by transnational corporations (TNCs) and a global actor that represents workers (such as, but not limited to, global union federations – GUFs), which usually comprise key elements: general principles, provisions regarding collective bargaining, and dispute prevention and resolution mechanisms (ILO, 2018).

For this study and adopting a similar logic, GFAs can be understood as agreements that combine some of the six following defining features:

- Voluntary,
- Negotiated by one or more representative of a TNC, on one hand, and one or more workers' representatives on the other (not necessarily a global actor),
- Quasi-bilateral (there can be multiple workers' signatories from different countries and of different nature, and the agreements can potentially apply beyond the 'members' of both signatories – non-unionised workers and suppliers and sub-contractors, which could put into question their bilateral nature),
- Cover a broad scope, which can include the company or group of companies' employees, as well as the employees of its sub-contractors and suppliers, based on the territory of several different States,
- Comprise reciprocal and/or unilateral substantive commitments regarding general principles covering a wide array of themes (collective bargaining, working conditions, training, equality, prevention of corruption, environmental policy, etc.),
- Comprise a combination of procedural commitments relative to dissemination, implementation, monitoring and dispute prevention and resolution.

Lacking a unified legal framework, any attempt to legally define GFAs is bound to be unsatisfactory. Therefore, an open and practical definition of GFAs, such as the one suggested above, means that no meaningful initiatives would unnecessarily be excluded solely on the basis that they do not fit in the framework, especially considering that empirical analyses of the existing agreements reveals that GFAs vary immensely in terms of content, scope, signatories, etc (Frapard, 2016).

A brief account of how practices surrounding the negotiation and implementation of GFAs have evolved over the past 50 years can serve to illuminates practices that can be observed today.

## B. Contextualising the development of GFAs

### 1) *A brief history of GFAs*

Early GFAs can be seen as the symbol of the need to answer to a rapidly increasing internationalisation of corporations, which created concern among trade unions and State actors alike (Lea, 1971, p147). The birth and development of GFAs is inherently linked to this process of internationalisation of companies' activities (including in terms of management of human resources) that led to the creation of large TNCs, and the subsequent understanding by all the actors involved that these activities had to be regulated somehow. Indeed, faced with the consequences of this internationalisation in the 1960s and 1970s, trade unions realised that it was essential to coordinate their actions internationally. The international trade secretariats (ITSs) – the predecessors of the GUFs as they have been named since 2002 (Confédération internationale des syndicats libres, 2004) – successfully carried out several transnational mobilization campaigns.

As Hyman points out (Hyman, 1994, p108), the changes that occur in the structure of capital and employment have the potential to make the coherence within trade unions weaker. For instance, with the diversification of companies' activity, more than one trade union can claim collective bargaining rights, creating, consequently, tensions among trade unions. Similar to the tensions that can result from sectoral representation nationally, the new international geographies of TNCs have the potential to create even more (and perhaps more obvious) tensions among trade unions, with several trade unions having a potential claim for representation of workers in the bargaining process. Hence, inspired by coalition bargaining strategies developed in the United States in the 1950s, a handful of world enterprise councils were created by ITSs, with a clear objective to at least access information and potentially bargain with the respective TNC management (Gallin, 2008, p15). As a result, some authors have adopted a pragmatic approach (Sobczak, 2012), and described GFAs as a tool for the international organisation of GUFs.

Historically, there has not been a consensus on the perceived role that international trade unionism is supposed to play. Some trade union leaders have seen the internationalisation of the trade union movement as a necessity to answer to the internationalisation of companies, advocating a more industrial-economic conception of trade unionism. Others – defending a more political-diplomatic

vision of trade unionism – however have thought of it as an essentially political goal going beyond the simple ability to engage in collective bargaining and more akin to the propagation of an ideological conception of trade unionism (Hyman, 2005).

The distinction between these two approaches to the internationalisation of the trade union movement finds an echo in the different tasks that the sectoral federations (the GUFs) and the confederation (the International Trade Union Federation – ITUC – and its predecessors before their merger in 2006) have assigned to themselves. These two functions – political-diplomatic and industrial-economic – are not mutually exclusive and more a division of labour of sorts. Practically and in rather simplistic terms, there appears to be a consensus that the ITUC (and its predecessors at the time) focus on the political-diplomatic aspect of international trade unionism, given its privileged relationship with international institutions, and in particular the ILO and the Trade Union Advisory Committee (TUAC)<sup>1</sup> (Gumbrell-McCormick, 2013). The GUFs then focus their action more on TNCs and campaign for the negotiation of GFAs, although still in collaboration with the ITUC (Fairbrother and Hammer, 2005). This separation of responsibility has undergone a process of crystallisation.

However, GFAs were not in fact the first response to the internationalisation of systems of production; unions at international level had initially pursued the introduction of a ‘social clause’ in international agreements on trade liberalisation, and in particular the General Agreement on Tariffs and Trade (GATT) (Gumbrell-McCormick, 2001). The predecessor of the ITUC acquired a leading role and the work of the unions in this area is still very much on-going, especially since the adoption of the landmark ILO Declaration of Fundamental Principles and Rights at Work in 1998, occasionally relying on the GUFs for sectoral expertise. GUFs and their predecessors have on the other hand largely left this task for the ITUC to pursue and have returned to focus their work on TNCs (Fairbrother and Hammer, 2005).

By the end of the 1990s, the rapidly increasing number of GFAs raised the interest of policy makers. The ILO was the first to commission a study on the subject (Bourque, 2005), and went on to publish several others (Papadakis et al., 2008, 2011; Stevis, 2010), including company specific case studies (Stevis, 2009), as well as an industry specific one (ILO, 2018).

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<sup>1</sup> The TUAC is an international trade union with consultative status at the Organisation for Economic Co-operation and Development (OECD). TUAC represents the views of the labour movement at the annual OECD Ministerial Council Meeting and in regular meetings of OECD Committees.



At European level, unions were caught in the middle of the lengthy and tumultuous debate on workers' rights to information and consultation, which after the failed Vredeling directive in the early 1980s<sup>2</sup> – finally led to adoption of the directive on European works councils more than 20 years later (Danis and Hoffmann, 1995)<sup>3</sup>. Rather pragmatically, EU legislators were inspired by the negotiations of GFAs found at global level, which shows how practices can in fact precede legislation. Twenty years later, practices had come full circle with European Works Councils (EWCs) playing a major role as facilitators in the negotiation and implementation of GFAs (Schömann, 2012, p197).

In 2006, the European Commission examined the possibility of adopting a legal framework for transnational collective bargaining (Ales et al., 2006). Even though such a framework was never adopted, the subject still finds some traction among experts (Ales and Dufresne, 2012; Lo Faro, 2012). At the time, the European institutions commissioned several studies, mostly via the European Union Agency for the improvement of living and working conditions (Eurofound) (Telljohann et al., 2009b), to provide for instance a comparison between companies' Codes of Conduct and GFAs (Schömann et al., 2008). The quite unique nature of GFAs also meant that legally, GFAs could play a part in other policy initiatives launched by the European Commission at the time, two in particular: one concerning company restructuring and another regarding the revision of EU private international law instruments. Indeed, the European Commission published a study of GFAs that deals with restructuring of companies and its impact on workers (Schmitt, 2008). This was part of the larger policy debate organised by the European Commission on restructuring, which started around 2005, was followed by the adoption of a green paper published in 2012 (European Commission, 2012a), and ultimately led to the adoption of a 'Quality Framework for anticipation of change and restructuring' (European Commission, 2013). The second legal study (Van Hoek and Hendrickx, 2009) dealt with private international law aspects and was published around the same time as the recast procedure concerning the European Union (EU) regulation 'Brussels I' on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

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<sup>2</sup> Proposal for a European directive on the information and consultation of employees in multinational enterprises drafted in 1983 by Hendrik Vredeling, the Commissioner for Social Affairs of the European Economic Community (the EU predecessor).

<sup>3</sup> Elements of workers' right to information and consultation are now scattered across several instruments of EU legislation. See for reference: <https://www.worker-participation.eu/EU-Framework-for-I-C-P/Information-and-Consultation> [last accessed 30/01/2023]

As practices have developed, it has become increasingly noticeable that TNCs headquartered in France have signed GFAs more than in any other countries. It is therefore useful to briefly look at the specific national context that gave rise to such a phenomenon.

## 2) *A French phenomenon*

The first ever GFA was negotiated in 1988 by a French company – BSN (now Danone) – and the International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Association (IUF). It is difficult to know why this particular event occurred, commentators have hypothesised that it was partly due to the progressive political views of BSN's Chief Executive Officer (CEO) at the time, and also partly to the experience of the IUF, which, over the years, had managed to gain solid credibility, mainly through two successful campaigns led against two industry giants – Nestlé and Coca-Cola – that received large press coverage, and was therefore seen as a powerful and reliable counterpart (Gallin, 2008, p15).

Over the years, French companies have played both a pioneering and leading role in the negotiation of voluntary agreements intended to set up structures of representation for workers going beyond national borders, many years before it was mandatory to do so by virtue of EU law; indeed, these agreements partly served as a blueprint for upcoming EU legislation (Da Costa and Rehfeldt, 2011). Da Costa and Rehfeldt provide a brief account of the context surrounding these practices at the time in France. Whilst between 1985 and 1994, 19 French companies established such structures of representation through voluntary agreements, it was only in 1990 that these practices were replicated in a company based outside of France – Volkswagen. With the notable exception of Danone, almost all the companies that created early instances of transnational representation for workers were formerly nationalised companies. At the time, the French government – in the form of an open letter addressed to the CEOs of those companies – had in fact exhorted them to adopt 'exemplary' behaviour in terms of social dialogue and voluntarily put in place structures of transnational representation. This was motivated by the fact that these companies enjoyed a rather poor reputation abroad – they were said to pursue purely national objectives – and setting up transnational representation was seen as a way to improve their image and create a common culture of social relations within a particular group. Many of those companies later came to sign GFAs and continue to influence practices in this regard today (Da Costa and Rehfeldt, 2011).

In the early 2000s, at European level, framework agreements became associated with the restructuring of companies, and indeed the European Commission financed a study of framework agreements specifically dedicated to this topic (Schmitt, 2008). Some authors have attempted to classify those agreements and distinguished agreements dealing with actual changes in a specific company's structure and those anticipating future changes (e.g, Rehfeldt, 2021). The second type of agreements has largely been the result of the adoption of a particular piece of French legislation introduced in 2005, which compels companies to negotiate every three years in anticipation of change within the company structures and its consequences in terms of skill needs and jobs and in order to establish a plan to manage this change. This legal obligation applies to European-scale companies with at least 150 employees in France, and has sometimes been fulfilled through framework agreements (Schmitt, 2008).

Agreements on restructuring are not limited to agreements addressing prospective changes in the company structure, and some deal with actual restructuring processes. Such agreements have constituted the majority of agreements negotiated at European level in the aftermath of the financial crisis in 2008 (Da Costa and Rehfeldt, 2011). Many have been signed by EWCs (Schmitt, 2008), with some arguing that it is natural for EWCs to find themselves negotiating such agreements as EU law requires employers to regularly inform and consult employee representatives on such subjects (Moreau, 2006). This increase in the negotiating role of EWCs has been accompanied by a push back from European Union Federations (EUF), which question the legitimacy of EWCs to do so. As a result, EUF have developed rather stringent mandating procedures both to enhance their legitimacy to negotiate European Framework Agreements (EFAs) and to compensate for the lack of a legal framework at EU level after the failed attempt that began in 2006. Rehfeldt (2021) argues that this shift is partly responsible for the decline in the number of EFAs<sup>4</sup> and the larger share of French companies in the mix. As a result of different approaches to industrial relations at national level, French companies, unlike German companies, which are more inclined to negotiate with EWCs<sup>5</sup>, are more used to negotiate with union organisations.

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<sup>4</sup> GFAs numbers have remained more or less stable.

<sup>5</sup> A large majority of framework agreements has been negotiated by French and German based companies.

## C. Measuring the phenomenon – GFAs in numbers<sup>6</sup>

Whilst a few pioneering companies signed GFAs before the beginning of the 21<sup>st</sup> century, the number of companies signing GFAs really started to increase from the year 2000 onwards. Between 1989 and 1999, 17 agreements were negotiated, compared to 126 agreements between 2000 and 2008 (Da Costa et al., 2012).

Most authors distinguish GFAs (previously called International Framework Agreements or IFAs) from EFAs, the first ones having a global scope of application and the second a regional scope – in this case European (Telljohann et al., 2009a). The first GFAs were born in Europe but were global instruments. Since the beginning of the century, there has been an increase in the number of agreements that are European in scope, so that EFAs almost caught up with GFAs. Indeed, there were 149 GFAs, 108 EFAs and 10 regional FAs (regions other than Europe) by the end of August 2016 (Frapard, 2016). Since then, the number of agreements signed has slowed down and EFAs have not in fact caught up with GFAs. The latest count realised by the Institut de Recherches Economiques et Sociales in France in 2021 found a total of 218 GFAs and 166 EFAs. By the end of 2020, of those 218 agreements, 187 had been signed by companies headquartered in Europe (Rehfeldt, 2021). Therefore, GFAs still remain an instrument heavily influenced by European culture and regulatory framework.

Nevertheless, in terms of actual scope, most of the agreements are not limited to EU countries as subsidiaries and even subcontractors and suppliers established outside the EU are more often than not included in the scope of the agreement (Frapard, 2016).

Geographically, French companies are the ones that have negotiated the largest number of agreements with over 140 agreements, followed by German companies with 51. However, these numbers could be an underestimation as a study of 2013 showed that many agreements negotiated by German companies in the Metal industry were in fact informal in nature and not accounted for in the database provide by the ILO and the European Commission. Then, far behind come the United States, Spain, Sweden, Belgium and Italy, with between 12 and 30 agreements respectively (Müller, Platzler and Rüb, 2013).

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<sup>6</sup> The figures quoted below do not necessarily come from the same publication, which means that the pool of selected GFAs can vary according to the definition of GFAs chosen by the author, but more importantly because of the date of the study. Nevertheless, it gives a sufficient understanding of the matter, and a good base for subsequent comparison with GFAs containing environmental provisions.

In terms of sector, Frapard (2018) applies the classification used by the European Commission and the ILO in their database, finding the following sectoral distribution (table 1)<sup>7</sup>:

<b>Industrial sector</b>	<b>Number of companies</b>	<b>Number of agreements</b>	<b>GFAs</b>	<b>EFAs</b>	<b>Other</b>
<b>Metal industry</b>	31	63	31	31	1
<b>Energy and Water supply</b>	14	31	12	19	0
<b>Building and Woodwork</b>	26	30	22	8	0
<b>Banking and Insurance</b>	15	27	2	20	5
<b>Chemical industry</b>	16	25	15	10	0
<b>Food and agriculture</b>	9	23	15	7	1
<b>Commerce</b>	9	17	13	4	0
<b>Information and Communication</b>	14	16	13	1	2

*Table 1 – Sectoral distribution of GFAs and EFAs*

Finally, in 2008, a study carried out for Eurofound on 52 agreements found that: 80% of GFAs foresaw detailed provisions on dissemination (dissemination to employees, translation of the agreement, manager training or promotion of local social dialogue); 47% define precise follow-up procedures; and 79% contain provisions on dispute settlement (Schömann et al., 2008), making the procedural aspects of these agreements an essential part of any negotiation.

GFAs have now been the object of policy-oriented studies for several decades, but they have also attracted attention in several academic disciplines, with more theoretically informed research increasingly replacing descriptive studies. Therefore, a brief survey of studies of GFAs is outlined in the following section.

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<sup>7</sup> Other sectors are also represented but count less than 10 agreements each.

## **D. GFAs in academic literature**

Even though the first few GFAs were negotiated in the late 1980s and the 1990s, it was not until the beginning of the 2000s that GFAs really assumed a significant role. Unsurprisingly, the first studies and articles dealing with GFAs also date back to the early 2000s. Due to their potential and increasing use, GFAs have been the subject of political and academic attention since then, though different stages in the interest of academics and policy makers can be identified.

The literature on the subject has been quite varied as it finds itself at the crossroad of several fields, first and foremost industrial relations, but also political economy, business ethics, international relations, and legal studies, which has given rise to varied contributions but also created a few blind spots.

Besides a couple of case studies that explored the question of implementation of GFAs early on (Wills, 2002; Riisgaard, 2005), most earlier studies consisted of listing existing agreements, analysing their content and categorising their provisions (Carley, 2005; Hammer, 2005).

Many studies of GFAs are embedded in the context of trade union renewal and trade unions' transnational organisation, and how GFAs can be used as a tool to accomplish both (Da Costa et al., 2010; Fairbrother & Hammer, 2005; Schömann et al., 2012; Telljohann et al., 2009a), exploring at times the strategy implemented by a specific GUF (Miller, 2004), the specificities of certain sectors (Anner et al., 2006), or certain countries (Da Costa and Rehfeldt, 2011). Although certain papers consider GFAs as a Corporate Social Responsibility (CSR) tool and even compare their efficiency to that of other CSR tools, such as codes of conduct for instance (Bourque, 2008), only few studies consider the question from the angle of business ethics (Egels-Zandén and Hyllman, 2007; Egels-Zandén, 2009). Legal experts have also addressed the issue (Drouin, 2010; 2006). One of the latest and most comprehensive studies of the content of GFAs has been carried out from a legal point of view (Frapard, 2016), and followed up by a guide for negotiating GFAs intended for trade union officials (Frapard, 2018).

It is important to underline that GFAs are under a strong regional influence, many being signed by companies based in the EU. Therefore, unsurprisingly, a number of studies look into the interaction between GFAs (as a potential instrument for transnational collective bargaining) and other levels of social dialogue in Europe (Sobczak and Léonard, 2009; Léonard and Sobczak, 2010), as well as the influence of European Works Councils (EWCs) (Dehnen and Pries, 2014) and

the different power relations that result from the cooperation between EWCs and GUFs (Dehnen, 2013).

Even before looking into the actual implementation of GFAs, some authors have tried to answer the question of how to ensure their effective implementation in the absence of a legal framework, for instance from the angle of the implementation of soft law rules (Sobczak, 2012). They have sought to establish conditions in relation to the scope – specifically the inclusion of suppliers and contractors, the use of international standards – in particular ILO conventions and associated jurisprudence, the design of effective implementation and enforcement mechanisms to avoid interpretation disputes, and the provision of proper training – including through disseminating adequate and comprehensible information to managers and workers concerned (Herrnstadt, 2007; 2013).

Up until ten years ago, studies of GFAs were mostly empirical, a more theoretical appraisal of the agreements only came afterwards. Recent studies have built on institutional theories (Lévesque et al., 2018), global governance in global value chains (Riisgaard and Hammer, 2011), global labour relations (Niforou, 2014), network governance (Helfen and Fichter, 2013), and theories concerning the spill-over effect between GFAs and other transnational regulatory initiatives involving unions (Ashwin et al., 2020). In this regard, the multi-level, multi-stakeholder analytical framework developed by Meardi and Marginson (2014) constitutes an interesting perspective.

Measuring local impact remains a challenge given the vast scope of GFAs, and studies of such impacts are bound to be very localised, for example Kaltenborn, Neset and Norpoth's study of the implementation of the H&M GFA in Cambodia (Kaltenborn, Neset and Norpoth, 2020). Nevertheless, this articulation of the local and the global can be conceptualised in more abstract terms to characterise variation in the strategies of different GUFs, whereby some prioritise the global and see GFAs almost as an end in themselves (Sarkar and Kuruvilla, 2020). Indeed, GUFs exercise a crucial influence on the negotiation and implementation of GFAs, including in terms of knowledge exchange and creation. For instance, their capacity to connect and disseminate the knowledge held by heterogeneous actors at different levels, relying on both formal and informal connections in the network, is a precondition for the effectiveness of GFAs (Barreau, Havard and Bah, 2019).

Departing from most studies of GFAs, and shifting the focus away from unions onto management, Bourguignon et al. (2020) emphasise the relevance of organisational theories for the study of GFAs in order to uncover the complexity of the mechanisms at play on the management side. By conceptualising them as an alliance between union actors and human resources or CSR managers,

this approach is rather typical of an understanding of GFAs as win-win bargaining, where both parties' interests align. Managers stand to benefit from an increased monitoring capacity by capitalising on the coordination of the union network, but unions' potentially antagonistic interests are not articulated beyond the possibility for them to 'misuse' GFAs to formulate their own demands.

Finally, although GFAs have included environmental provisions for more than twenty years, the literature on the issue of why and how GFAs deal with environmental issues is non-existent, except for one article (Stavis, 2011), which prospectively argues in favour of GFAs as a tool to build what the author calls international labour environmentalism.

This brief attempt at characterising GFAs reveals the potential for very varied practices, which in turn requires the adoption of a theoretically informed approach. Authors have suggested that, by negotiating and implementing GFAs, the parties on each side of the bargaining table are doing one of two things. The agreement can be superficial and serve public relations' purposes on the management side, often combined with a strategic objective on the part of the GUFs (mostly to be recognised as a negotiating partner); or they can pursue regulatory objectives (Hammer, 2005), with varying degrees of ambition. This link between GFAs and processes of regulation constitutes an invitation to consider in more detail this relationship and investigate how GFAs might fit into the architecture of transnational processes of regulation. As a first step, it is therefore essential to define the notion of regulation.



## II. GFAs AND PROCESSES OF REGULATION

### A. Defining an approach to processes of regulation

#### 1) *Surveying the different notions of regulation*

In their survey of regulation, Baldwin, Scott and Hood (1998, p1) find three conceptions of regulation: the promulgation of direct rules usually accompanied by some kind of mechanism to ensure compliance; any form of intervention by the State in the economy (i.e. fiscal policy, public ownership etc); and, finally, any mechanism of social control no matter from whom it originates. ‘Smart regulation’ approaches, for instance, have emphasised that regulation is not the sole responsibility of state institutions but of many other actors, such as professional and trade bodies, corporations, self-regulators, etc. (Gunningham, 2009).

GFAs could indeed be conceived as a set of rules jointly designed and implemented by the management of a company and trade union representatives to regulate their relationship at different levels. Nevertheless, a narrow conception of regulation focussed on rule-making and implementing tends to ignore more complex mechanisms of regulation, and has often led to a dichotomous classification of regulation between public and private sources, drawing conclusions on their complementarity (O’Rourke, 2003) and on the retreat of the State (Grabosky, 2013), sometimes phrased as de-regulation. In such a scenario, GFAs would fall on the private side of the dichotomy. But any argument concluding on the decline of the State are misleading as the boundaries between public and private regulation can be quite blurred (Falkner, 2003) and changes in recent approaches to regulation cannot be convincingly described as the withdrawal of State enacted rules or even as bureaucratic processes being handed over to other social actors.

Institutional approaches to regulation have had the merit of broadening understanding of the concept not only by acknowledging the involvement of a larger range of actors beyond the State, but also by underlining the role of history and path dependency (Streeck and Thelen, 2005).

Thinking in terms of institution-making over long periods of time – as opposed to rule-making – has been the distinctive signature of the French school of *régulation*, which paints a dynamic picture of five canonical institutions of regulation - codification of the wage relation, price formation, central banks (monetary system), the State, and the nature of the international regime – that form together the mode of regulation, which in turns guides and stabilises the capitalist system of accumulation (Boyer, 2003). The relevance of this theory in an increasingly transnational and financialised post-fordist economy has been discussed but, when understood as a practical method of enquiry that rejects the idea that markets are self-equilibrating, promotes a dynamic understanding of institutions and encourages genuine interdisciplinary research, such an approach to regulation can be tremendously useful to understanding today’s interconnected mechanisms of regulation (Grahl and Teague, 2000). Indeed, institutions can be understood as dynamic social phenomena, produced, reproduced and incrementally transformed by the actions of actors who inhabit them (Brook and Purcell, 2017). In this regard, it is useful to consider GFAs as embedded in a larger regulatory environment.

Finally, it is also important to keep in mind that regulation should not necessarily be conceived as coercive or restrictive of undesirable behaviour but also as enabling (Baldwin, Cave and Lodge, 2012), representing a particularly relevant aspect in the context of GFAs because, as ‘framework’ agreements, they often focus on enabling behaviour through the promotion of freedom of association for instance.

## *2) Understanding regulation as a dynamic social phenomenon – Theoretical underpinnings*

**Social theory** – The adoption of a broad understanding of regulation as a social phenomenon requires taking a step back and clarifying the theoretical underpinnings of the study of such a social phenomenon. The first instinct is to turn to social theory. However, the definition of social theory as a discipline or a sub-discipline is in fact contested (Kivisto, 2020, pxiii) and attempts at designing social theory as the unified theoretical framework underpinning sociology (Parsons, 1951) have only evolved into a more fragmented landscape characterised by an ontological and epistemological pluralism (Abend, 2008). Therefore, a narrow understanding of social theory as the theoretical tools, concepts, etc. necessary to carry out sociological studies is rejected; instead social theory is

understood as providing ideas about social phenomena, which find relevance in sociology but also other disciplines in the social sciences and humanities (Harrington, 2011).

Throughout the last century, theories have made competing claims to make sense of the social world. Early modern social theory saw the emergence of structural functionalism, which conceived of society as a system constituted of sub-systems which perform certain functions needed for the continuation of the system itself. However, under the influence of Max Weber, social theories shifted from the macro level that characterised structural functionalism and started to place human actors at the centre. Indeed, symbolic interactionism – credited to George Herbert Mead – focussed on micro-level social interactions and stood in contrast to earlier structural theories (Giddens and Sutton, 2017). This opposition between structural functionalism and symbolic interactionism in some way encapsulates a long-standing and to some extent unresolved theoretical dilemma: Are human actions the result of the effect of social structures or human agency?

**The structure-agency dilemma** –Some authors have summarised the four ways in which the dilemma has been resolved: reductionists essentially focus on the agency of individuals guided by utilitarian calculations, such as in rational choice theories; determinists – inspired by Foucault (Hardy and Clegg, 2006, p754) – see agency as merely an effect of structure; conflationists conflate structure and agency through the notion of social practices; relationists rejects the idea that one needs to choose between positivism and interpretivism and carefully examines the interplay between structure and agency without questioning their ontological identity (Reed, 2005, p289) or assuming the precedence of either of them.

One of the most successful attempts at resolving this dilemma is Giddens' structuration theory (Giddens, 1984), which is based on the idea that actors routinely produce and reproduce social structures. But it is often argued that the true strength of such an approach is better expressed through empirical work, as Giddens' theory should not be used as abstract meta-theories but as sensitizing devices for understanding processes of social change (Den Hond et al., 2012).

In practical research terms, such considerations imply that actions of the actors involved in the negotiation and implementation of GFAs should constitute the focus of the study but should also be carefully contextualised.

**GFAs in context** – for this study, three elements of context are of particular relevance. The first and most obvious one is that GFAs bring together management and worker representatives

together and often tackle issues related to the employment relationship. The second distinctive characteristic of GFAs is that they are transnational, in the sense that they are designed to be relevant and implemented throughout the operations of a particular TNC (Williams, Davies and Chinguno, 2015), which often will span across different countries. Finally, the third relevant element of context has to do with the focus of this study on a specific subset of GFAs, which contain environmental provisions. These will be termed environmental GFAs (EGFAs for short).

### *3) Regulation and industrial relations at various levels*

The employment relationship is the object of inquiry of industrial relations (IR). Indeed, IR is understood as an inter-disciplinary field of study, concerned principally with the study of the regulation – in the broad sense introduced above – of employment relations (Clarke et al., 2011). Economics (albeit excluding orthodox perspectives that treat labour as a commodity), Sociology, Law and many other academic disciplines can all claim to be relevant for the study of employment relations. Recent disciplinary perspectives on IR include human resource management (HRM), labour process theory, institutionalism, and neo-institutional contributions (Wilkinson et al., 2018, p3).

**The HRM perspective** – relies on a unitarist vision of IR, whereby human resource management policies can be designed to ensure the alignment of the interests of the parties to the employment relationship (Budd and Bhava, 2008, p92). This constitutes a very restrictive approach to IR, as the latter is not in fact limited to the study of the relationship between management and workers, but also because HRM often refers to methods and tools used to ‘manage’ employees (Clarke et al., 2011). A pluralist approach to IR that acknowledges that the parties to the employment relation have diverging but equally legitimate interests is preferable. As management’s and workers’ interests do not necessarily always align, conflict indeed constitutes a permanent feature of IR. Additionally, the right for workers to organise collectively ensues from the fact that there exists an imbalance of power between employer and workers (Blyton et al., 2008, p1).

**Labour process theory** – as first developed by Braverman (1974) in *Labour and Monopoly Capital* – is firmly rooted in Marxist ideas. A product of scholarship of the 1970s, further theorisation of

the labour process established the point of production as the main focus of this field of study, and has at its core the need for management to control the labour process to overcome (or simply limit) labour indeterminacy (Burawoy, 1979). The strong focus of LPT on the point of production has been criticised in the sense that it creates a ‘connectivity problem’ (Thompson and Vincent, 2010, p47), whereby it is argued that LPT has not convincingly managed to link developments at the point of production with changes in the wider social context, such as globalisation.

**Institutional perspectives** – To address the issue of the impact of globalisation, a significant part of IR scholarship has adopted a comparative approach that conceptualises differences between various national contexts, institutional perspectives in particular. These perspectives emphasise that institutions matter, in the sense that they influence the decisions that actors – individual and collective – make, and all focus on the workings of capitalism. Allen and Wood (2018, p125) identify three main strands of institutional perspectives that have been particularly relevant in the field of IR: Varieties of Capitalism (Soskice and Hall, 2001), historical institutionalism (Streeck and Thelen, 2005), and the theory of *régulation* (Boyer, 1987). In line with the understanding of the relationship between structure and agency, these three forms of institutionalism present institutions and actors as inter-related (Allen and Wood, 2018, p125).

The crux of the argument of Varieties of Capitalism lies in the idea that firms derive benefits from their institutional settings and will try to maximise them by adapting, for instance, their employment practices (Soskice and Hall, 2001). As an answer to the relative disinterest of Varieties of Capitalism for processes of institutional change (Allen and Wood, 2018, p125), historical institutionalism privileges an approach that focusses on how institutions change through time as a result of both endogenous and exogenous factors (Streeck, 2012). Unlike Varieties of Capitalism, which highlights differences between national systems, historical institutionalism focusses on the commonalities between national systems that are seen as a result of a logic of liberalisation of markets – which have an impact on employment practices down the line – set in motion by international finance (Streeck, 2010). A common criticism of this approach concerns its conception of the market at a rather abstract level and as detached from agency, which in time will lead to a homogenisation of various national systems (Allen and Wood, 2018, p125). On the contrary, *régulation* theory considers that capitalist systems are varied – national systems presenting both differences and similarities, dynamic and routinely experience crises (Boyer, 2011).

One criticism has been that these perspectives often conceptualise globalisation as an external phenomenon and as only analysed in terms of its impact on national IR systems (Giles, 2000). One

can perhaps see here the influence of neoclassical economic thinking, under the auspice of which globalisation could appear as a kind of external and unstoppable force. Yet the global economy should not be conceived as a disembodied and disembedded force but rather as something that is produced, reproduced and transformed. To adopt a critical stance towards globalisation (Swyngedouw, 2000), it is important to remember that re-embedding the global economy into its socio-economic context, as well as acknowledging the role of actors within it, also allows one to identify opportunities for change (Dicken et al., 2001). As a result, in this study globalisation is understood as a historical process associated with economic, social and political changes, one which is expressed in different and uneven ways around the globe and which involves a variety of actors: traditional actors such as Nation States, but also transnational forms of organisation such as TNCs and the international labour movement (Kuruvilla, 2020, p31).

The perspective adopted here relies on more transnational thinking and an empirical approach where the national and the international processes of regulation of IR are sometimes considered separately in analytical terms but are one and the same ontologically, as they are mutually constitutive.

Wright et al. (2016, p341) suggest four avenues to consider in order to address the international – as opposed to its comparative – dimension of IR: the activities of TNCs and global supply chains, international institutions, global labour activism, and private labour regulation such as GFAs. The approach of this study is to consider all these avenues at once by using GFAs as a framing device.

In the past, the boundaries of IR as a field of inquiry have come to be re-adjusted to include topics that go beyond the immediate concern of the employment relationship. An example is the influence of feminism on the IR research agenda that has expanded to include the interconnection between the domestic sphere and the domain of wage labour (Blyton et al., 2008, p1).

The fact that this study focusses on a specific subset of GFAs invites once more a reflection on the boundaries of IR. This issue appears particularly relevant at transnational level, where the absence of a well-defined State authority has had a considerable influence on the nature of regulatory initiatives. A symbol of this shift in the methods of regulation is the notion of CSR.

#### *4) Regulation and Corporate social responsibility*

In 2011, the European Commission adopted a strategy in terms of CSR and defined CSR as:

‘the responsibility of enterprises for their impacts on society’ (European Commission, 2019, p3).

Another simple way to define CSR is:

‘the ways in which a business seeks to align its values and behaviour with those of its various stakeholders’ (Mallin, 2009, p1).

This second definition appears more appropriate as it defines CSR in a relational way, as taking place in the context of the relations between a company and its stakeholders.

At transnational level, with initiatives like the UN Global Compact (UNGC), the Global Reporting Initiative, or the ISO 26000 standard on social responsibility, the presence of CSR is well-established. In its implementation guidance document published in 2010 (ISO, 2010), the latter identifies ‘labour practices’ and ‘the environment’ as core subjects and issues, which would, from a stakeholder relation point of view, at least involve workers’ representatives and Non-Governmental Organisations (NGOs).

Different conceptions of CSR certainly co-exist, with two particularly widespread: the so-called business case for CSR, driven by the company itself as a way to strengthen its competitive position in terms of resources, attention and legitimacy; and the regulatory approach to CSR, driven by new demands formulated by stakeholders and sometimes channelled through public and state-driven initiatives (Sahlin-Andersson, 2006). This second approach appears more adapted to this study in the sense that it combines various actors and acknowledges both public and private mechanisms of regulation.

The engagement of IR with CSR is relatively recent (Jackson, Doellgast and Baccaro, 2018) and often critical of a certain lack of accountability (Gold, Preuss and Rees, 2019). Perhaps unsurprisingly, it does not address questions around environmental issues.

Indeed, in terms of environmental regulation more specifically, the shift towards more flexible forms of regulation based on CSR combined with the fact that private actors – and in particular firms – were always regarded as a primary target – see Frydman’s notion of ‘points of control’ (Frydman, 2014) – has meant that managerial approaches to environmental regulation have flourished, including in studies focussed for instance on supply chain management (Fiorino and

Bhan, 2016). Some have noticed not so much a lack of critical approaches to environmental regulation (Mickelson, 2008, p263) but a lack of critical approaches within the field of environmental management, describing it as a discursive transition from planetary sustainability to corporate sustainability (Banerjee and Bonnefous, 2011), reduced to unsatisfactory processes of greening (Jermier and Forbes, 2003, p157).

Such observations point to the need for critical approaches to environmental management, and in particular the importance of assessing the engagement of stakeholders, and in particular labour agency.

Despite the fact that both CSR and GFAs are often defined as instruments of private regulation (Mangold, 2019), it is important not to be too quick to conclude that, because GFAs operate at a transnational level – outside of the jurisdiction of national and international systems – and are voluntary instruments, their relationship with the law at different levels is irrelevant.

## **B. Understanding the relationship between GFAs and the Law**

### *1) Locating GFAs within the legal system*

A recent study commissioned by the Paris office of the International Labour Organisation (ILO) unequivocally concludes that GFAs are legal instruments – as entailing legal obligations albeit of a unique nature (Moreau, 2017). Considering the resolutely French perspective of such a study, and the recent developments of the French legal framework related to the activities of TNCs abroad and the practices of transnational negotiations developed by French companies, such an argument can certainly be made. In France, there are examples of GFAs being used to fulfil their legal obligations – be it in relation to the ‘loi de vigilance’<sup>8</sup> or to skill and training planning within the

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<sup>8</sup> « Loi de vigilance » applies to large companies and compels them to report on how they manage environmental, human rights and corruption risks along their supply chain. For a study of its implementation, see (Barraud de Lagerie et al., 2020).



company (Da Costa and Rehfeldt, 2011). But, if the Court of justice of the European Union has taught anything to European labour lawyers, it is that legal qualifications do not travel very well<sup>9</sup>.

Indeed, experts have concluded that, in the case of GFAs, not all agreements could be considered legal in nature, the answer being specific to each agreement, and that, in addition, the reception of these agreements would be different in each national legal system (Van Hoek and Hendrickx, 2009).

One option would be to consider the intention of the parties to the agreement, but previous studies have shown that the actors' interpretation and perceptions vary and actually play a part in their qualification of the agreements (Drouin, 2006).

Based on such analyses, one can only conclude that the legal or non-legal nature of GFAs may not have a universal answer; on the contrary, it will most likely depend on context and empirical data. In this regard, the use of legal categories and concepts, the methods for dispute resolution employed, the reference to pieces of legislation and certain standards may all constitute indicators of the legal nature of GFAs. But looking beyond the nature of GFAs, the argument is that it is more important to put them in context and, in particular in the context of the international and national legal systems, contextualisation is more relevant than qualification.

Considered within the larger framework of the legal system as a whole, GFAs have been described as private self-regulation initiatives (Mangold, 2019), and as the expression of a tendency towards privatisation, from law-making to private ordering, from law to rules (Rudiger, 2012). Such assertions echo scholarly developments in other academic disciplines documenting de-regulation and the decline of the State, usually in relation to globalisation. Some authors have been very critical of such conclusions, a similar critical stance is adopted here as well. The argument is that there is not a clear divide between public and private initiatives of regulation, but rather a constant hybridisation (Scott, Cafaggi and Senden, 2011). Even a superficial look at the content of GFAs gives example of such a hybridisation process, the main instance being the widespread use of ILO standards.

GFAs also do not exist in a vacuum. Pre-existing institutions of the legal system are an indispensable pre-requisite to the existence of GFAs, freedom of association and the associated existence of organised and independent unions being a crucial pre-requisite (Wills, 2002). But going

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<sup>9</sup> See:

CJEU, 11 December 2007, Viking, C-438/05, 2007 I-10779

CJEU, 18 December 2007, Laval, C-341/05, 2007 I-11767

CJEU, 3 April 2008, Rüffert, C- 346/06, 2008 I-01989

CJEU, 19 June 2008, Commission v Luxembourg, C-319/06, 2008 I-04323

further, any GFA that includes in its scope subsidiaries, sub-contractors and suppliers would not be meaningful if freedom of contract and property laws did not exist. And, as a corollary, one can infer the importance of the role of the State, as State actors plays a key part in founding the law and ensuring compliance to it, custom and private ordering being insufficient in that regard (Hodgson, 2009). In some instances, the reverse influence can also be observed. In his textual analysis of various transnational private labour regulation initiatives, Menashe (2019) shows that they have the potential to deflect the content of international labour standards, although not necessarily directly. The inclusion of certain standards and the omission of others, as well as the adjunction of specification or interpretation of notions might not be inconsequential.

The complementarities and interdependencies of various elements of the legal system can also be informal, and can lead to cross-fertilisation of different rule-making spaces and network building (Sobczak and Léonard, 2009). Such formal and informal interconnectedness has led some to qualify GFAs as one element of transnational labour regulation – as a thread in the web (Dehnen and Pries, 2014), as a connection between hard law and soft law (Dirringer, 2019), and as an essential element to complement the normative architecture of international labour law (Drouin, 2010).

The analysis of such processes of hybridisation and the connectedness between the elements of the legal system has led authors in some strands of legal theory to acknowledge that the law involves both the State and also private/customary orderings (Deakin et al., 2017).

These processes of hybridisation can not only influence the content of GFAs (see the use of ILO standards) but also the form they take. In this regard, it is useful to examine whether GFAs may share common features with other legal instruments and methods, namely collective bargaining agreements, contracts, and company codes of conduct. It is nevertheless important to keep in mind that, even though it is tempting to reason by analogy between instruments operating at national level and at international level, this can be misleading (Gumbrell-McCormick, 2008, p325).

## *2) Comparing GFAs to other legal instruments*

**Collective bargaining** – Using the example of industrial relations in the UK, collective agreements – despite the lack of formal statutory recognition – can and are an important source of labour law (Deakin and Morris, 2012).

In theory GFAs could fulfil the national conditions set by law to qualify as legally enforceable collective bargaining agreements, but they are most likely not to fit in that statutory category. Indeed, the Recommendation of the ILO on collective agreements (R091) defines national collective agreements as:

‘All agreements in writing regarding working conditions and terms of employment concluded between an employer, a group of employers or one or more employers' organisations, on the one hand, and one or more representative workers' organisations, or, in the absence of such organisations, the representatives of the workers duly elected and authorised by them in accordance with national laws and regulations, on the other.’

In the UK, collective agreements are considered the result of collective bargaining:

‘the process of negotiation between an employer or group of employers on the one hand and one or more trade unions on the other’ (Deakin and Morris, 2012).

Deakin and Morris (2012) further clarify that collective agreements have two main functions:

‘the procedural or contractual function of regulating the relationship between the collective parties themselves; and the normative or rule-making function, which consists of the establishment of terms and conditions which are applicable to the contracts of individual workers’ (Deakin and Morris, 2012, p5).

This dualist approach to collective agreement is not specific to the UK and is quite widely accepted (Van Hoek and Hendrickx, 2009).

If GFAs are the result of a negotiation and also do foresee two ‘types’ of provisions (normative/contractual), problems arise regarding both the parties to the agreement and its content. Regarding the parties, although the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (as revised in March 2017) considers the possibility for TNCs to provide ‘facilities’ to workers’ representatives to assist them in the development of ‘effective collective agreements’, it is not obvious that the management of a TNC could be considered an employer or a group of employers. Nevertheless, the ILO appears to admit that this is the case for the purpose of GFAs (Papadakis et al., 2008). That said, concerns remain regarding the representativeness of workers’ representatives and also the content of the agreement, which very often goes beyond working conditions and terms of employment to tackle subjects such as the prevention of corruption and environmental policy (Frapard, 2016). In consequence, at the implementation stage, GFAs cannot benefit from the protection and enforceability associated with

collective agreements. The only real example of a collective agreement negotiated at transnational level is found in the maritime sector (Lillie, 2005).

In sum, GFAs are not different from collective agreements in terms of results but rather in terms of legal framework, pre-determined actors, mandatory scope, absence of institutionalised implementation mechanisms (Moreau, 2017). Nevertheless, similarities between GFAs and collective bargaining agreements suggest that institutionalised collective bargaining does inform the practices at play in their negotiation and implementation. For instance, Da Costa and Rehfeldt (2011) have found evidence of a country of origin effect whereby the parties transfer the national practices of collective bargaining into the transnational sphere, especially as GFAs can precisely be management's way of exporting these practices (Frapard, 2016). Dehnen (2013) also shows that the parties tend to adopt national forms of labour regulation.

**Contracts** – The legal category of contract is attractive as it a uniform and international concept. It is important here however to distinguish between the two types of provisions contained in GFAs: substantive and procedural. Frapard (2016) comes to the conclusion that, even though procedural provisions could be conceived as contractual in nature, the same cannot be said about the substantive provisions, which are more akin to a declaration of principles. In such a situation, and as the word framework indicates, GFAs are designed as a framework for further actions to be implemented at national level.

**Company Codes of Conduct** – Company codes of conduct constitute the main example of CSR at a transnational level and are a consequence of the fact that TNCs' activities organised along lengthy supply chains do in fact have an impact on peoples' ability to exercise their fundamental rights as guaranteed by international law, and among them workers especially. As a result, TNCs can be described as agents of legal change and CSR practices as the means to implement such change (Frost, 2016).

In the industrial relation literature, such codes of conduct are not received with a lot of enthusiasm (Winkler, 2011). Conversely, even though GFAs are sometimes compared to codes of conduct, it is often to point out their added value (Drouin, 2006). Some have underlined the complementarity that can exist between codes of conduct and GFAs (Schömann et al., 2008), and in practice GFAs often make reference to the company's code of conduct, as well as other CSR instruments. Evidence of negative interaction between NGO-backed codes of conduct and GFAs, especially in

relation to the empowerment of local unions, has also been found in certain instances (Egels-Zandén and Hyllman, 2007).

Even though GFAs do share some formal characteristics with other legal instruments, the argument is that examining GFAs ‘on paper’ would certainly provide some answers, but too narrow and therefore unsatisfactory to uncover the mechanisms at play in the negotiation and implementation of GFAs. Indeed, the purpose of this study is not to provide another qualification exercise to decide whether GFAs could be legally enforceable (Van Hoek and Hendrickx, 2009) – no matter how useful these might be – as it can safely be said that GFAs in most cases are not designed with such an outcome in mind. A more fruitful approach would rather be to investigate the interplay between the law – including but not limited to legislation – and the social practices involved in the negotiation and implementation of GFAs.

### *3) GFAs and the interplay between the law and social practices*

The ontological status of the law and its relationship with social practices has long been a subject of debate within the circle of legal scholars and philosophers. In its simplest form the debate can be summed up by two opposing views, one where the law is founded upon pure logic – a strand formalised by the influential work of Kelsen (1991) – and another where law bears some relationship with social practices – this strand owing much to the work of Hart (2012).

In more recent legal scholarship, this opposition has found echoes on the one side in legal positivism – where the law is conceived as separate from society, abstract and autonomous, and, on the other, socio-legal scholarship – where law is socially produced (Graham, Davies and Godden, 2017). This study is clearly located in the second strand of the literature and defends the idea that law cannot be convincingly studied on its own without examining the dialectical relationship it entertains with social practices. Indeed, law is neither a simple description of social practices, nor completely separate from them, if it is to have any normative effect, as it provides modes of evaluation (benchmarks) and also creates discursive spaces (Deakin, 2017).

This is not to say that the law is not abstract to some extent, in effect the fact that the law finds itself one step removed from social reality is actually the guarantee of its effectiveness, it reflects but also goes beyond social practices (Ost, 2016). Such positions echo the work of others on

reflexive law, arguing that legal systems are both closed and self-referential, but also open and reflexive (Deakin, 2015). But besides the fact that law is influenced by social practices, authors have argued that in turns it is also – at least partly – constitutive of social reality (Deakin et al., 2017). As a result, it is essential to consider the law as a relevant variable in qualitative research (Deakin, 2010, p308), such as this one. Indeed, GFAs offer a unique opportunity to understand the interplay between social practices and the law at different levels.

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The purpose of this study is to investigate a set of practices involving labour and management of a TNC aiming at the joint development of regulatory standards and procedures that can be used by everyone and in all places where the signatory TNC operates.

Calling upon a broad understanding of processes of regulation to describe GFAs makes it possible to avoid dichotomous thinking – the divide between public and private regulation – and a conceptualisation of GFAs as a purely private initiative of regulation. It is much more helpful to conceptualise GFAs as a thread in the web of transnational (labour) regulation (Dehnen and Pries, 2014) and an element that complements the normative architecture of international (labour) law (Drouin, 2010).

It is essential however to properly acknowledge the role of the actors' agency in these regulatory processes. The parties (organisations and people) to GFAs are the most relevant actors of the regulatory processes at play in the negotiation and implementation of GFAs. Therefore, the next chapter deals with how they organise and interact with one another.

# **CHAPTER II**

## **LABOUR RELATIONS IN GLOBAL PRODUCTION NETWORKS**

The first chapter provides a theoretical appraisal of GFAs at a macro level, whilst this second chapter zooms in and explores the issue at meso and micro levels by focussing on the various organisations involved in the negotiation and implementation of GFAs, and specifically their collective agency.

A quick look through both the type of signatories of GFAs and their respective scope shows two important things. First, on the labour side of the bargaining table, there are usually several union organisations. What this means is that they had to organise themselves to design and implement bargaining goals and strategies; the challenges associated with such organisation has raised the interest of several experts (Barreau and Ngaha, 2012; Hennebert and Dufour-Poirier, 2013; Dehnen and Pries, 2014). Second, the scope of GFAs often goes beyond a TNC itself to cover suppliers and contractors, hence relying on an encompassing view of the production system (Williams, Davies and Chinguno, 2015). And indeed, several studies of GFAs emphasize that such a framework of analysis is relevant to understanding the practices relating to GFAs' negotiation and implementation (Fichter, Helfen and Sydow, 2011; Riisgaard and Hammer, 2011; Niforou, 2015).

It is striking that the 'organisations' on both side of the bargaining table present similar characteristics in that they are both networks of organisations, which need to be examined through space and time. Space is important as these networks are, by definition, transnational. Time is equally relevant as both production networks and labour coalitions change over time. Indeed, one of the objectives of GFAs is often to foster the activity of local unions, and therefore to keep building the network.

Regulatory processes surrounding GFAs involve various actors, and thus it is key to introduce who they are and how they collectively act. Therefore, after a brief presentation of both inter-organisational networks – TNCs and the international labour movement (I), the chapter goes on to provide a theoretical appraisal of their collective agency, focussing specifically on their role as environmental agents (II).

## **I. TNCs AS INTER-ORGANISATIONAL NETWORKS**

### **A. A brief history of TNCs**

Different regions of the world have been trading with one another for thousands of years, but the existence of privately-owned companies – as opposed to government supported companies enjoying monopolies – developing sustained activities in more than one country is more recent and can be traced back to the late 19th century; their evolution can be divided into three consecutive phases (Jones, 2005). The first phase (before 1914) saw a steady and rapid increase in the number and activity of early multinationals, mainly due to the appetite for resources of the booming manufacturing sector, the revolution in transport and communication, which brought the cost of doing business abroad sharply down, but also legal reforms such as the international protection of property rights and the absence of restriction on the movement of capital and labour. The following periods, extending from 1914 to the early 1980s, were economically and politically very unstable times, associated with a stagnation and even decline in the international activity of private companies, not without exceptions. The beginning of the last period corresponds with the coining of the term ‘multinationals’ and an increasing scholarly interest. This period is one of enormous growth in foreign direct investments – used as a measure of the activity of multinational companies – which reached pre-WWI levels in the early 2000s and resulted in the predominance of the use of intrafirm trade for the purpose of international exchange (Jones, 2005).



## **B. Defining TNCs**

Defining TNCs can be a tricky process; authors have made extensive use of the term ‘company’, ‘corporation’, ‘enterprise’ and ‘firm’, and of ‘multinational’, ‘global’ and ‘transnational’ to qualify them. The distinction between TNCs and foreign direct investments is also somewhat blurry and the terms have sometimes been used interchangeably (Wilkins, 2009, p3).

The United Nations Conference on Trade and Development publishes every year a report presenting investment trends across the world – the World Investment Report (WIR). As this report (UNCTAD, 2022, p3) is the source of most empirical data used in the literature on TNCs, it was logical to use their definition of such entities:

‘Multinational enterprises (MNEs) are incorporated or unincorporated enterprises comprising parent enterprises and their foreign affiliates. A parent enterprise is defined as an enterprise that controls assets of other entities in countries other than its home country [the host country], usually by owning a certain equity capital stake. [...]

A foreign affiliate is an incorporated or unincorporated enterprise in which an investor, who is a resident in another economy, owns a stake that permits a lasting interest in the management of that enterprise [...]. In WIR, subsidiary enterprises, associate enterprises and branches [...] are all referred to as foreign affiliates or affiliates.’

Such a definition of TNCs based on the ownership of financial capital is helpful but does not provide a clear picture of the organisational forms that TNCs can take when they operate across borders.

## **C. Formal organisational structures of TNCs**

In their account of the literature on multinational enterprises, Collinson and Morgan (2009, p1) identify two strands, one faithful to the concepts and methods of economics, and another reliant

on a more sociological approach, perhaps reflecting the division between management and business scholarship. The authors argue that in the 1960s, in the early days of the theorisation of TNCs, crossovers between the two strands were actually common but lost their appeal in the following decades, only to resurface again in the 1990s, perhaps brought to the forefront by developments in IR scholarship and its increasing use of comparative analysis. Indeed, the concerns of IR experts – and especially around the issue of the impact of the activity of TNCs on national IR systems, mainly due to the possibility for TNCs to relocate production and the competition between national regimes deriving from it (Ferner and Hyman, 1998, pxi) – started to overlap with concerns of business experts, in particular on questions related to the relationship between headquarters and subsidiaries in TNCs.

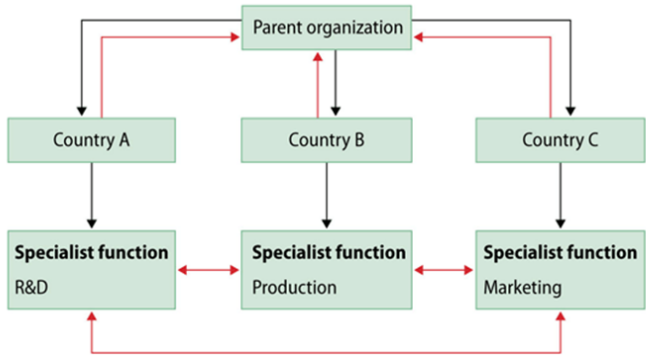
On the one hand, the first attempts at theorising and explaining the birth and development of TNCs came from economic studies, and were derived more specifically from Coase's transaction cost theory (Coase, 1988), which stated that firms tend to internalise certain costly transactions. When expanding beyond national borders, it can be more efficient to do so internally than by making use of the market (Verbeke and Kano, 2015).

Widening the so-called internalization theory, Dunning developed the OLI paradigm (also known as the eclectic paradigm) to explain the expansion of firms beyond their national borders. In the acronym, O stands for ownership and refers to the company's own competitive advantages; L stands for location to underline the importance of advantages that a company can create, acquire and exploit in the host countries; and I stands for internalisation (Dunning, 1993; 2009).

On the other hand, the more sociological strand of the literature has been concerned with uncovering various types of TNCs and used those typologies as a starting point or an anchor to explain firm behaviour. Navigating through the literature - often conceptual rather than empirical – can prove difficult as the same words have sometimes been used to designate different things (Harzing, 2000). The key driver of those studies is the relationship between parent companies and subsidiaries (Birkinshaw et al., 2000). The specificity of more recent analysis of the activities of TNCs is the emphasis on the fact that despite the existence of ownership ties, earlier models of vertical integration have been abandoned over time and the hierarchical authority deriving from these ownership ties often goes hand in hand with large local autonomy of subsidiaries.

The most influential and long-lasting one has been the typology provided by Bartlett and Ghoshal (1998). They distinguish three types of international strategy: multi-domestic, global and transnational (Buckley, Enderwick and Voss, 2022). The 'multi-domestic' strategy presents a high degree of sensitivity and responsiveness to the national environment in which their various entities

are established. All key functional activities – production, research and development, logistics, distribution, marketing, management, etc. – will be present in each national market and tailored to its specific needs. When companies operate in markets where the differentiation of products is minimal, the ‘global strategy’ trades local responsiveness for cost efficiency and the world market is perceived as integrated enough to have very centralised strategic and operational decision-making processes. The ‘transnational strategy’ is deemed to be the best suited to answer the challenges of the global business environment and is conceived as a way to be both cost-effective and tailored to local needs. Few companies achieve such degree of complexity and most of them switch from multi-domestic to global strategies as a response to increased cost pressures. Even so, their organisations remain complex, Ghoshal and Bartlett (2005, p68) for instance later claimed that, given the complexity of modern TNCs, they are better described as inter-organisational networks (see Fig. 1). Such organisational complexity requires sophisticated communication, both top-down (in black) and bottom-up (in red):



*Fig. 1 – TNCs as inter-organisational networks*  
 (Source: Buckley et al, 2020, p500)

Considering the geographical and organisational characteristics of TNCs, experts have pointed out that it is also important for trade unions to match up the geographical and organisational scales on which firms operate (Zeller, 2000). Part of that strategy is of course practical and relates to unionisation strategy, but it is also about creating a well-connected network (relying on both formal and informal connections) and enhancing the capabilities of individual workers and their representatives to mobilise the resources available to them (Hertwig, 2016). Such an observation reveals the importance of taking a closer look at the characteristics of the international labour movement.

## II. THE INTERNATIONAL LABOUR MOVEMENT AS AN INTER-ORGANISATIONAL NETWORK

### A. Mapping union actors at international and national levels

The international labour movement involves a large variety of actors, and even though one could argue that such a concept is not necessarily limited to unions, the focus of this paragraph is on union actors.

#### 1) *International union organisations*

This category refers mostly to two organisations – type of organisation in one of the cases – the ITUC and the GUFs. Despite their recent change in denomination, the ITUC and GUFs have evolved and developed in parallel for more than a century.

**The ITUC** – The birth of the Second International in 1889 provided a forum for exchanges, which facilitated the creation an International Secretariat<sup>10</sup> that later in 1919<sup>11</sup> became the International Federation of Trade Unions, the first international cross-sectoral union organisation. After more than a century of ideological divisions – in part due to larger geopolitical developments – a single international confederation of trade unions providing a balanced representation of all ideological tendencies was created in 2006: the ITUC.

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<sup>10</sup> Not to be confused with International Secretariats (ITs) – the predecessors of GUFs – discussed soon after.

<sup>11</sup> It was first created in 1913 but could not survive during WWI.

**The GUFs** – International sectoral organisations actually preceded cross-sectoral ones. Indeed, the International Trade Secretariat of shoemakers, printers, hatters, tobacco workers was formed in 1889. Following a period of proliferation at the beginning of the 20<sup>th</sup> century, ITSs subsequently began to merge to leave only around 30 in number when the First World War started. After the two World Wars and during decolonisation, encouraged by increasing interests and affiliations, the ITSs followed the step of the cross-sectoral organisations and started to expand beyond Europe and North America. ITSs have remained independent from the successive cross-sectoral organisations, despite an attempt to incorporate them under the influence of communist unions at the time of the World Federation of Trade Unions (Croucher and Cotton, 2011).

Pragmatically recognising the need to change to increase their impact, ITSs launched a long process of renewal in 2002, starting with the adoption of a new name (GUFs) and followed by the amalgamation of the existing ITSs (Ford and Gillan, 2015).

Today, there are nine GUFs:

- Building and Wood Workers' International (BWI)
- Education International (EI)
- International Arts and Entertainment Alliance (IAEA)
- International Federation of Journalists (IFJ)
- IndustriAll
- International Transport Workers' Federation (ITF)
- International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations (IUF)
- Public Services International (PSI)
- UNI Global Union.

## 2) *National union organisations*

It is useful to emphasise that in very practical terms, the international labour movement cannot be distinguished from national labour movements. Indeed, national labour actors act internationally mainly through established international organisations, which are both constituted by them and rely on them (financially and otherwise). Naturally, this is not to say that those international organisations have not acquired some level of autonomy.

The motivations of national actors to act internationally are manifold and include solidarity, the necessity to advance economic interests in response to the changes in organisation of production processes, political strategy, etc., with movement going both ways as international organisations call upon national ones for resources (Gumbrell-McCormick and Hyman, 2013, p158). Another perspective is to account for how the international labour movement contributes to the regulation of labour at the international level (Gumbrell-McCormick, 2008, p325).

Conversely, international and transnational activities of union actors within the labour movement also play out at national level, and in this regard comparative approaches to IR have emphasised how diverse national regimes of IR can be (Frege and Kelly, 2020). Trade unions constitute the most universal institutions for the representation of workers, but they have developed historically in different ways within and across countries. Hyman and Gumbrell McCormick (2020, p215) identify three ideal type of unionism: ‘business’ unions organised along occupational lines, unions as social movements representing class interests, and corporatist unions understood as ‘social partners’ and agents of social integration. In structural terms, the existence of various organisations – or lack thereof – may reflect occupational, sectoral or industrial divisions, but also ideological pluralism, legal requirements of representativeness, and the strong influence of powerful confederal organisations (Hyman & Gumbrell-McCormick, 2020, p215).

Finally, it is also important to highlight that European trade unions – by virtue of the weight of their national membership and financial resources – have enjoyed a strong influence on global unionism (Gumbrell-McCormick, 2008, p325). In this regard, it is useful to briefly look at how these relationships between national and international organisations are structured.

## **B. Linking national and international levels – Governance structure, membership, and main missions of international unions<sup>12</sup>**

International union organisations tend to be hierarchically structured in a similar fashion, their governance structure being divided into four levels with different names but similar functions: Congress, Executive Body, Secretariat and Regional Organisations.

The Congress gathers all delegates coming from various affiliates – national centres in the case of the ITUC and industrial unions in the case of GUFs – and takes place every four or five years. It is usually in charge of deciding on the organisation’s policy, electing officials (and especially the President, Vice-President and General Secretary), and voting on resolutions and motions put forward by affiliates and executive bodies. Organisations vary in terms of voting rules; they can tailor the number of votes or the number of delegates represented based on the number of members each affiliated organisation pays for.

Indeed, the activities of international union organisations are financed by annual affiliation fees. The amount of these fees can vary, with some organisations indexing it on GDP whilst others allow for reduction and exemption in certain circumstances. GUFs’ Statutes say little about other financial resources, but the ITUC Constitution allows the organisation to raise additional levies, organise fund raising campaigns, and apply for financing from public and private sources.

Affiliates must be democratic, independent (from governments and employers), representative and abide by the Statutes or Constitution of the organisation concerned (and act in the sectors concerned in the case of GUFs). This includes abiding by the principles and values contained in these documents.

The geographic division of regional offices varies between various organisations. One of the main differences is whether the American continent is split between North and South. Some authors have argued that, when this is not the case, North American trade unions tend to assume a dominant position (Gumbrell-McCormick, 2008, p325). Besides regional offices, UNI Global Union also has sectoral organisations, which enjoy some level of independence.

Executive Bodies and Secretariat, as their names indicate, execute the decisions taken by the Congress, and also run the organisation between Congresses and meetings of the Executive Bodies.

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<sup>12</sup> This paragraph synthesises information collected in the constitutions and statutes of the ITUC and the GUFs.

The main purpose of all these organisations is to defend the interests of their members. To this end, they provide information, technical support and training, as well as contribute to the enforcement of international standards, giving priority to ILO standards. For instance, UNI Global Union's Statutes insist on the need to collaborate with the ITUC and also emphasise UNI Global's role in building and strengthening trade unions at various levels, including through the negotiation of framework agreements (not all organisations specifically commit on this question).

The relationship between the ITUC and the GUFs has been formalised to a certain extent with the adoption of the ITUC Constitution, specifically on three aspects: their autonomy, their representation in the ITUC's governing bodies and the establishment of a structured partnership.

Concerning the latter, authors have pointed out the risks of GUFs acting on their own – especially when their action is focussed on TNCs – without the harmonising influence of the ITUC (Gumbrell-McCormick, 2001). To assess the efficiency of such partnership, the Congress decides upon the reports on the structured partnership with the GUFs. The structured partnership, now known under the name 'Council of Global Unions', meets annually and gathers together all nine GUFs, the ITUC, and the TUAC.

This brief introduction to the written rules that govern the functioning of the international labour movement reveals that it can appear very institutionalised. The movement toward institutionalisation extends beyond the boundaries of the network of union organisations to the representative functions fulfilled by the international labour movement in the diplomatic system of international relations. Some have been critical of this high degree of institutionalisation, pointing out that such a movement makes it increasingly difficult for unions to challenge the conception of international regulation promoted by the institutions of the system of international relations (e.g. Hyman, 2005).

As the focus of this study is on the environmental provisions contained in GFAs, looking at how these institutionalised relations between the international labour movement and the system of international relations intersect with processes of environmental regulation at that level is essential.



## **C. Labour international institutional representation and the environmental agenda**

### *1) Unions in the ILO*

The ILO was created over a 100 years ago in the immediate aftermath of the First World War with the signing of the Treaty of Versailles. Unlike the League of Nations – created at the same time – the ILO survived the Second World War to become in 1946 the first specialised agency of the newly formed United Nations (UN).

The ILO is a tripartite agency, which brings together governments, employers' and workers' representatives from 187 member States.

Its main mission is to adopt and supervise the application of international labour standards – the ILO Conventions and Recommendations. But it also promotes basic human rights through policies and programmes designed for the improvement of living and working conditions, and the enhancement of employment opportunities, as well as technical cooperation programmes and partnerships with constituents. It provides training and education, and also conducts research activities.

Its governance structure is divided into three levels:

- The International Labour Conference – held every year in Geneva – gathers the delegates of each of the member States, which each send four delegates, two government delegates (usually cabinet ministers), an employer delegate, and a worker delegate (nominated by the most representative organisations of employers and workers at national level). Each delegate has the right to vote. The main role of the International Labour Conference is to adopt and supervise the implementation of ILO Conventions and Recommendations. It is also a forum to discuss social and labour issues.
- The Governing body, the executive arm of the ILO, is composed of 56 representatives, 28 for governments, 14 respectively for employers and workers, as well as 66 deputy members (28 Governments, 19 Employers and 19 Workers). Among the government representatives, 10 countries hold a permanent seat (Brazil, China, France, Germany, India, Italy, Japan, the Russian Federation, the United Kingdom and the United States) and the other representatives

are elected by the Conference every three years. Employers' and Workers' representatives are elected by their own delegation in the Conference. The Governing body makes policy decisions, drafts the agenda for the International Labour Conference and the budget before submitting it to the Conference, and elects the Director-General.

- The International Labour Office is the permanent secretariat of the ILO. It is headquartered in Geneva and has around 40 field offices around the world.

Focussing on the labour side of the ILO, workers representatives in the Governing body – the Workers' Group of the Governing Body – are supported by the ITUC Geneva Office (independent from the ILO) and the ILO's Bureau for Workers' activities (ACTRAV).

Through various programmes, such as programmes on Green Jobs<sup>13</sup>, the ILO itself is engaged in the environmental agenda, and adopted in 2015 Guidelines for a just transition towards environmentally sustainable economies and societies for all (ILO, 2015). But it also participates in the environmental agenda through other UN agencies.

## 2) *Unions at the UN*

The ILO was integrated to the UN system from the start as a specialised agency. In this capacity, it participates in various coordinating mechanisms and works with the rest of the UN. It participates and makes contributions to the work of the UN General Assembly – the highest decision-making body of the UN – and in particular to the work of the second and third committees, which respectively deal with Economic and Financial issues, and Social, Humanitarian and Cultural issues.

**Ecosoc** – The ILO is also involved in the Economic and Social Council (Ecosoc). Along with the General Assembly and the Security Council, Ecosoc is one of the six main organs of the UN. It is:

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<sup>13</sup> <https://www.ilo.org/global/topics/green-jobs/lang--en/index.htm>

‘The principal body for coordination, policy review, policy dialogue and recommendations on economic, social and environmental issues, as well as implementation of internationally agreed development goals’<sup>14</sup>.

Ecosoc coordinates the actions of functional and regional commissions, programmes and funds (among which is the United Nations Environment Programme), specialised agencies (among which is the ILO – these agencies retain their autonomy), various committees (among which is the Committee on Non-Governmental Organisations), etc. Specialised agencies – like the ILO – are represented at meetings of the Council, its committees and sessional bodies. They can participate in the deliberations and submit proposals (including proposals for new activities of the UN), but are without the right to vote (Rules of Procedure of the Economic and Social Council, 1992, articles 75, 76 and 77).

NGOs, understood broadly as encompassing organisations representing workers, can also participate in Ecosoc. To this end, they can enjoy three types of consultative status: general, special and roster. The ITUC has general consultative status, which is usually reserved for larger organisations whose competence encompasses most of the work of the Ecosoc. Some GUFs have special consultative status, which is generally attributed to organisations whose area of competence covers only a few fields of the Ecosoc’s activities, and others are on the roster because of their collaboration with other UN agencies. The first category of organisations can, through the Committee on Non-Governmental Organisations, request to place items on the agenda of the Council. The first two categories can sit as observers in the public meetings of the Ecosoc and submit written statements (the ones on the roster can attend meetings concerning their area of competence). Upon recommendation of the Committee on Non-Governmental Organisations, organisations with general consultative status can make oral presentations during meetings of the Council (Ecosoc, 1996).

All matters related to sustainable development were handled by the Commission on Sustainable Development, a functional commission of Ecosoc. In 2012, it was replaced by the United Nations High-level Political Forum on Sustainable Development (HLPF), and now meets both under the auspices of the Ecosoc (every year) and of the General Assembly (every four years). The HLPF plays now a central role in reviewing the implementation of the 2030 Agenda for Sustainable

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<sup>14</sup> <https://www.un.org/en/about-us/main-bodies>

development and its 17 Sustainable Development Goals (SDGs) at the global level. The implementation is voluntary and country-led, so that is where trade unions and private businesses can get involved (SDG 17 – Partnerships for the Goals)<sup>15</sup>.

**UNEP** – The ILO Statutes allow the organisation to enter into cooperation agreements with other international organisations, and in particular other UN agencies. For instance, it concluded such an agreement with the United Nations Environment Programme (UNEP) in 1977. UNEP is an independent programme forming part of the UN system, funded by voluntary contributions. Originally created in 1972, it used to be governed by its Governing Council, but since 2012 it has been under the governance of the United Nations Environment Assembly, which now has 193 Member-States, the same as the UN itself. The Assembly meets every two years and specialised agencies of the UN, including the ILO, can suggest items to be included in the provisional Assembly agenda, which will then be adopted at the beginning of each session. Representatives of the specialised agencies can also take part in the deliberations, though without the right to vote.

Through its Civil Society Unit, UNEP engages with Major Groups. The notion of Major Groups was referred to for the first time in Agenda 21 – the action plan for sustainable development adopted during the Earth Summit in Rio de Janeiro in 1992. There are nine Major Groups, including ‘Workers and Trade Unions’ and ‘Business and industry’. Amongst other forms of engagement is participation, through representation, in the Assembly Sessions and other fora, including the Global Major Groups and Stakeholders Forum. The ITUC is among the accredited organisations. When drafting the agenda, the Executive Director also has to take into account suggestions from the accredited international NGOs.

**The UN Global Compact** – By definition stakeholder oriented, the UNGC is aiming at encouraging participating companies and other stakeholders to adopt more sustainable practices. It has adopted ten principles relating to human rights, labour, environment, and anti-corruption to guide participants in their actions (UNGC, 2000). It also works to advance other international commitments, such as the SDGs.

The UNGC is governed by its board, which has meetings twice a year, and is appointed and chaired by the UN Secretary-General. It must represent all key partners and signatories. There are 25 board members, appointed for a term of three years (renewable once) and including, among others,

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<sup>15</sup> Discussions around environmental issues at the UN are largely articulated through the language of sustainable development, see (Novitz, 2020).

representatives of leading participant companies, regional business representatives from the five regions of the UNGC, and representatives from global business, labour and civil society organisations.

The list of participants does not contain many labour actors, but the General Secretary of the ITUC and the former General Secretary of UNI Global Union both sit on the board as representatives of key stakeholders.

Similar to the agreement concluded with UNEP, the ILO concluded an agreement setting up a ‘Global Compact Inter-Agency Team’ in 2004, streamlining its cooperation with the UNGC. Along with five other UN agencies, the ILO ensures the coherence and embeddedness of the UNGC within the UN system, as well as providing expertise. In practice, representatives of the Global Compact Inter-Agency Team attend regular meetings with the UNGC Office and staff, make recommendations, review progress reports, and provide resources for joint projects, etc. (UNGC, 2004).

The activity of the ILO in collaboration with the UNGC focusses on the four principles relating to labour issues. The ILO participates in promotional events in various countries, as well as more specific projects in its area of competence. The ILO and the UNGC have jointly organised policy dialogues, which:

‘aim to bring businesses and other stakeholders together to exchange best practices, identify new and emerging issues; promote multi-stakeholder trust and interaction; and support advocacy to policymakers’ (UNGC, no date).

It also contributes to the making of learning materials.

### *3) Unions in the OECD*

Created in 1961, the OECD brings together 36 countries, with the objective to influence policy. The OECD engages with civil society, in particular with business and trade unions. On the labour side, this collaboration is formalised and takes the shape of a specific committee, the TUAC.

Not unlike the ITUC, the TUAC gathers national trade unions centres originating from OECD member States. The TUAC contributes to the work of the OECD in all areas – including

sustainable development, and throughout the OECD, at the annual Ministerial Council Meeting, in Committees and Working Groups, and G20 and G7 processes.

The TUAC works closely with its affiliates, but also with international trade unions, namely the ITUC and GUFs. Their relationship is formalised in the ITUC Constitutions, which ensures that the TUAC is represented in the ITUC's Congress, Executive Bureau, and General Council, with speaking rights. It also takes part in the structured partnership known as the Council of Global Unions.

Interestingly, the OECD is also a standard provider, more specifically publishing the OECD Guidelines for Multinational Enterprises, which are of particular interest when it comes to GFAs.

As presented in chapter I, when thinking about IR in the context of a 'globalised' economy, it is important not to adopt a layered conception whereby national and international interact but on separate levels. It is therefore important to highlight union practices that are neither strictly international nor national, and that go beyond the formal institutional links presented above.

## **D. Transnational labour representation**

### *1) TNCs and GUFs*

In the 1960s, the ever-increasing dissatisfaction with the consequences of globalisation and the increasingly important role played by TNCs in the new global order provided an opportunity and also created a necessity to engage more with TNCs. For this purpose, ITSs started to create World Company Councils, though achieving little success. Later on, the growth in the number of codes of conduct adopted by TNCs and discussions for the inclusion of social clauses in trade agreements provided enough momentum for ITSs to offer alternatives to codes of conduct and actively push for signing GFAs (Ford and Gillan, 2015).

## 2) *EWCs and trade unions*

A legally mandatory engagement with representatives of workers at a transnational level came with the adoption of the EU directive on the establishment of a European Works Council in 1994. Empirical studies of GFAs have shown that EWCs are frequently involved in the negotiation or implementation of GFAs (Rehfeldt, 2021) and can also act as facilitators (Schömann, 2012, 197).

The relationship between EWCs and trade unions is not an obvious one. The original EU directive of 1994 did not make any mention of trade union organisations, unlike the recast directive of 2009 which provided, in its preamble, that:

‘Recognition must be given to the role that recognised trade union organisations can play in negotiating and renegotiating the constituent agreements of European Works Councils, providing support to employees’ representatives who express a need for such support. In order to enable them to monitor the establishment of new European Works Councils and promote best practice, competent trade union and employers’ organisations recognised as European social partners [under Article 138 of the Treaty] shall be informed of the commencement of negotiations.’ (Directive 2009/38/EC on the establishment of a European Works Council).

A quantitative analysis of the effect of this change suggests that it has not necessarily had the desired effect (De Spiegelaere and Waddington, 2017). Trade unions generally aspire to be involved in mechanisms of information and consultation, such as the ones set up by EU law, but are not necessarily successful in doing so. As a result, there exist great variations in the composition of EWCs, including in terms of union involvement, which can be connected to national labour regimes (legal rules and practices), as well as management’s positioning with regard to union involvement (Gold and Rees, 2013; De Spiegelaere and Jagodzinski, 2020).

This careful mapping of the relevant actors in TNCs and the international labour movement, and of their formal inter-connections, shows that TNCs and the international labour movement are not dissimilar in the sense that they are both inter-organisational networks, needing to be responsive to local specificities but also able to stir the whole ship. When analysing how GFAs operate, the existence of these formal linkages constitutes an invitation to zoom out and consider actors beyond the ones directly involved in the negotiation of GFAs. Additionally, going beyond this structural

and static representation of these networks, it is also essential to focus on how the actors act collectively and interact with one another.

Before moving onto the theoretical appraisal of these inter-organisational networks, it is useful to visually represent the various labour actors detailed above and how they are formally connected to one another (see Fig. 2).

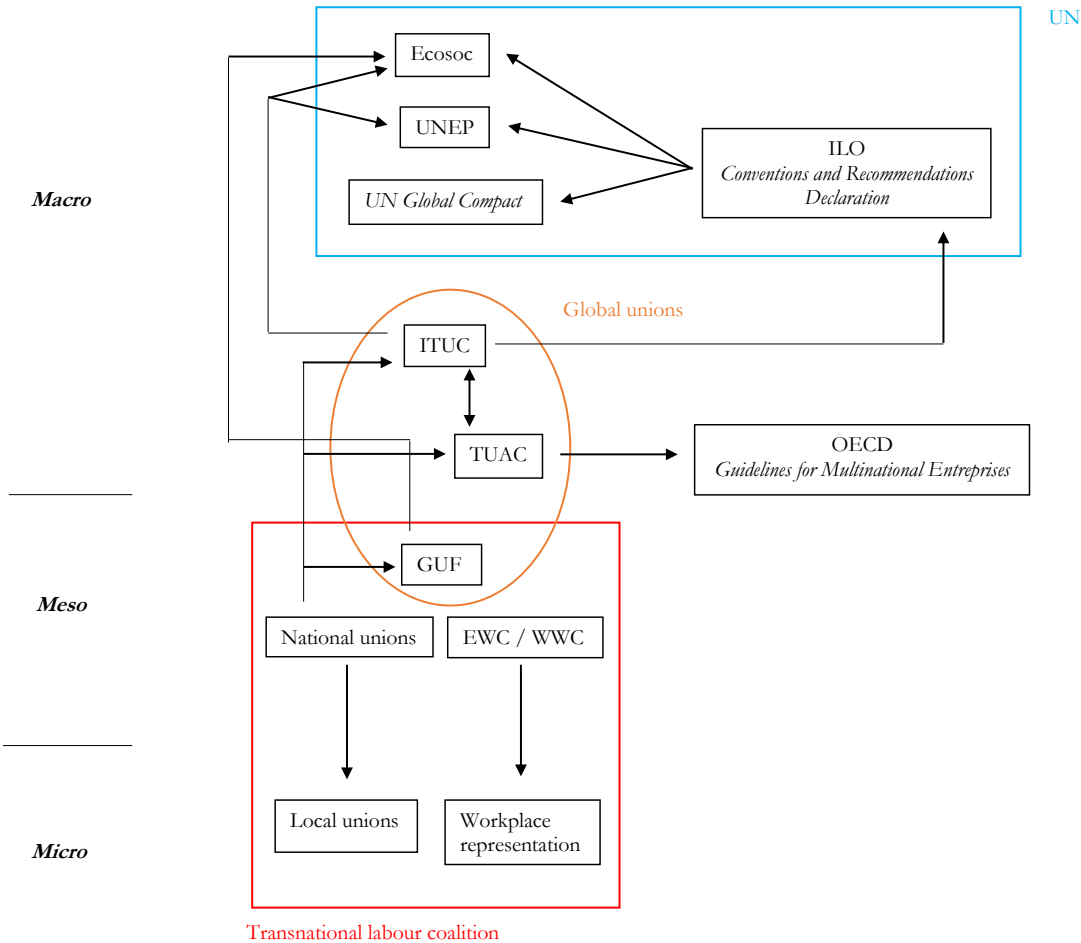


Fig. 2 – The International Labour Movement as an inter-organisational network



### **III. INTER-ORGANISATIONAL NETWORKS – A THEORETICAL APPRAISAL**

After a brief mention of theoretical approaches to the study of organisations, the shifts in the shape of the transnational processes of production provide a starting point to problematising issues of regulation at transnational level, serving to introduce a framework developed in human geography: global production networks. The importance of conceptualising agency in such networks is further emphasised. For this purpose, the collective agency of the actors involved in Global Production Networks (GPNs) – and labour more specifically – is articulated around two complementary notions: power and regulatory space (Crouch, 1986, p177; Hancher and Moran, 1989, p271).

#### **A. Surveying theories of organisations**

The theorisation of organisation has been the task of several strands of scholarly work: the modern strand, which focusses on systems and advocates in favour of an almost scientific management of organisation; the constructionist strand, which defends the idea that organisations are constructed through the practices of agents; and the critical and post-modern strand, which attaches more importance to the issue of power (Hardy and Clegg, 2006, p754). Textbook organisational theory usually adopts a neutral approach, which successively tackles the organisation's structure (functional, divisional, etc) and the organisational design (i.e. vertical integration), the interaction with the organisation's environment (including stakeholders), organisational culture, change, innovation, technology, etc., though a more complex approach emphasizing the role of decision-making processes, power, politics, control, conflict, ideology, etc. is also possible (Hatch, 1997), and in this case preferable.

On the one hand, organisational studies have developed theories on the nature and influence of politics and power on the various processes at play within organisations. For instance critical theory has been helpful in the analysis of decision-making processes that are inherently political and not simply technical problems (Alvesson and Deetz, 2006, p255), though these have rarely been applied to transnational organisations. On the other hand, the international business scholarship tends to focus on the efficiency of certain organisational design and undertheorize the issues around politics and power (Geppert, Becker-Ritterspach and Mudambi, 2016).

Even though this study revolves around organisations, it is important to acknowledge that the organisations under study are in fact best described as networks of organisations, which span across several countries. Given the object of this study, GFAs, TNCs constitute a natural focal point for analysing transnational production processes. Nevertheless, focussing simply on their immediate sphere of influence – understood as delimited by their ownership ties – would be misguided. Indeed, companies do not always choose integration and sometimes come to rely on market mechanisms. In that regard scholarly contributions in the fields of international trade (Arndt and Kierzkowski, 2001, p1) and geography (Dicken, 2014) can be valuable.

## **B. Introducing Global Production Networks**

The first attempt at describing transnational modes of organisation of economic activities is to be found in the literature on global commodity chains and global value chains (Gereffi, 1994, p95; Gereffi, Humphrey and Sturgeon, 2005), in which the emphasis is firmly on the circulation of goods between firms and inter-firm relations.

In these conceptualisations of the organisation of the global economy, labour is often described as a parameter of the production process. In contrast, this thesis argues that labour should be understood as an actor or rather a network of actors, forming internal relationships but also external relationships with other actors such as TNCs, through amongst other channels the negotiation and implementation of GFAs. A number of studies have in fact underlined the

existence of a so-called labour deficit in the literature on the global economy (Rainnie, Herod and McGrath-Champ, 2011), some reminding us of the role of workers' resistance and agency more generally (Shibata, 2016).

For this reason, more recent attempts at describing transnational circulation and production processes – the literature of GPNs – have tried to shift the focus away from the circulation of goods onto the production process, giving labour the importance it deserves (Cumbers, Nativel and Routledge, 2008). In comparison with previous network-based approaches, the GPN approach is broader in the sense that it emphasises the need to open up the black box of production processes (Baglioni and Campling, 2017), and also includes a wider range of actors. In conceptualising GPNs, two dimensions appear particularly important: the network and territorial embeddedness of the firm, as well as power and its various sources in the network (corporate, institutional, collective, etc.) (Kuruvilla, 2020, p31).

### **C. Networks as territorially and socially embedded**

#### *1) From level to scale*

As a way of avoiding the representation of space based on layered and discrete levels, the study of GPNs and the processes of regulation occurring within them has understandably made use of the notion of scale – local, national, regional, global, etc. – as it allows geographical distinctions to be compartmentalised and properly takes into account variations in the social, economic, cultural, institutional, or even natural contexts. The notion of scale is understood as a continuum and is conceived as both territorial and topological. A synonym of topological in this context would be relational, as this aspect concerns the relations within and between particular scales, such as for instance the shape and density of formal and informal network relations (Dicken, 2015). Such geographical scales can also easily be matched with organisational ones, not the least in the case of TNCs where the global headquarters directly steer or indirectly influence the activity of regional offices, national subsidiaries and local suppliers and subcontractors.

## *2) Introducing regulatory spaces*

Nevertheless, when it comes to networks, the geographical notion of scale – even understood as interacting – does not allow for an accurate depiction of the embeddedness of regulatory processes. To account for the role of various actors and different scales and in different places, it might be more appropriate to conceptually think also in terms of space rather than only scale, and in this case in terms of regulatory space. Such an approach in terms of regulatory spaces – filled with regulatory actors interacting in various sites (MacKenzie and Martínez Lucio, 2014) and intersecting with various geographical scales – provides a better framework to give an account of the relationship dynamic between the said actors (Inversi, Buckley and Dundon, 2017). These regulatory spaces are multi-scalar and multidirectional<sup>16</sup> (Dundon et al., 2014), accounting vertically for the interdependence between levels, and horizontally, for the interdependence between actors (Keune and Marginson, 2013).

Regulatory spaces are understood as dynamic, with power relationships within them changing over time.

## **D. Networks as dynamic – Articulating power, power resources and power relations**

### *1) The notion of power*

The very notion of power is a contested notion in itself, evolving from the simple notion of direct coercive power (Dahl, 1957) to later include the power to decide what is discussed and what is not (Bachrach and Baratz, 1962), and then the ability to manipulate the views of others (Lukes, 1974). More recently Fleming and Spicer (2007) have renamed these types of power – coercion,

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<sup>16</sup> Dundon et. al. use the terms multi-level and multi-dimensional, but in this chapter the notion of scale replaces the notion of levels. Regarding the use of ‘multi-dimensional’, the term multi-directional is preferred as dimension is later used as referring to space and time.

manipulation and domination – and added a fourth that they call subjectification, which mainly consists in individual subjects internalizing the rules of the game.

Nevertheless, to understand labour agency in GPNs, it is important to go beyond general notions of power to conceptualise power in relation to workers, operating a shift from power to power resources.

## 2) *Workers' power resources*

The power resources approach has been prominent in the literature investigating international union activity and numerous authors have made contributions on this subject, relying on institutional analysis (Helfen and Sydow, 2013), distinguishing between old and new sources of power (Webster, 2015, p109), underlining the influence of individuals (Greer and Hauptmeier, 2008) and of national institutional contexts (Davies et al., 2011; Williams, Davies and Chinguno, 2015) or regional ones, and focussing for instance on the role of EWCs (Da Costa et al., 2012; Dehnen, 2013).

The literature on the power resources approach can be somewhat confusing, with authors categorising new forms of power. Schmalz and Dörre (2018) provide a useful summary, and distinguish four types of power: structural, associational, institutional and societal. Structural power, in practice the power to cause disruption, is further divided into two subsections: workplace bargaining power, of which striking is the most common instance; and marketplace bargaining power, which corresponds in simple terms to how easily a worker can walk away from their job, such a power increasing with the level of qualification as well as the level of employment. Associational power is the result of workers coming together and forming for instance trade unions. The authors list five indicators of associational power: membership, infrastructural resources, organisational efficiency, member participation, internal cohesion. Institutional power is considered a secondary source of power, built on the first two, and equals the ability to use institutional frameworks to ones' own benefit. Finally, societal power arises from the cooperation with other social groups and is influenced positively by society's support for workers' demands. It can be divided into two sub-categories: coalitional power – the very practical ability to activate networks; and discursive power – defined as the ability to intervene in public debate, developing narrative and framing burning issues.

### *3) Agency and the capacity to use power resources in the context of power relations*

This idea of a labour movement places the emphasis on collective agency in addition to the structures of transnational cooperation of labour actors. As a result, it is not surprising to see studies analysing not power resources as such, but the capacity of actors to use them, be this material (ability to activate the network) or discursive (Lévesque and Murray, 2010a). Analysing the impact of the action of GUFs on local trade unions, Zajak (2017) – adopting a capacity approach – found five ways in which they had been helpful: by providing strategy training, offering shadow protection, sharing information, helping to reframe claims, and contributing to increasing social recognition. She also pointed to the risks as she found instances of local unions competing for access to international resources.

In this regard, describing the international labour movement as an inter-organisational network calls for a specific focus on how unions' associational power is used to enhance institutional and coalitional power. Indeed, a careful analysis of the structure of other international organisations, such as the ILO, the UN and the OECD, reveals that the participation of labour in the international regulatory machine is largely institutionalised, which gives unions potential for institutional power, and a platform for cooperation with other social actors. It is nevertheless also important to go beyond the frame of labour diplomacy – as introduced by Hyman (2005) – and address the multi-scalar dimension of union power resources. Various power resources are by no means replaced by supranational resources, but can be coordinated or coalesce to increase effectiveness (Ford and Gillan, 2021)<sup>17</sup>.

In order to make the connection between power resources, it is important to emphasise that power calls upon power resources in the context of power relations. Studies of transnational production processes have in common that they recognise that some TNCs can exercise their power beyond the organisations that they own and control (Gibbon, Bair and Ponte, 2008). Such realisation has had the consequence of triggering a movement in favour of increasing the regulatory role of these companies at transnational level (Frydman, 2014). Such developments can be framed in terms of the occupation of regulatory space, as indeed, regulatory spaces are both occupied and contested (Inversi, Buckley and Dundon, 2017).

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<sup>17</sup> Ford and Gillan's (2021) article focusses on the use of supranational institutions as another form of power resource, and in this particular case the use of the public and state-backed OECD Guidelines for MNEs through the grievance mechanism of the OECD, articulated via the national contact points (NCPs).

## **E. Power relations in occupied and contested regulatory spaces**

### *1) Occupation of regulatory space and mode of regulation*

Going back to Boyer's mode of regulation (Boyer, 2003), changes at the level of the overall mode of regulation can translate in various ways at the level of the regulatory spaces. In this regard, MacKenzie and Martínez-Lucio (2014) have made a distinction between negotiated changes, which occur through the use of pre-established arrangements and relations within a regulatory space, and coerced changes, amounting to a colonisation of regulatory spaces.

Pre-existing power relations and the unequal access to power resources imply that the occupation of regulatory spaces by the actors within them at any point in time is necessarily uneven (Dundon et al., 2014). Taking the example of employment regulation and industrial relations in the UK, MacKenzie and Martínez-Lucio (2014) find five ways by which the space occupied by labour as a regulatory actor has increasingly shrunk: strategies of marginalisation (essentially discursive); strategies of containment (legal redefinition of the role of actors); strategies of voice and legitimacy (circumvention of existing voice mechanisms by implementing others, often individual and circumscribed to the firm); the development of new expert knowledge (mostly in management, creating de facto a knowledge gap between managers and the ones being managed); and the rise of new actors and boundaries (mostly through the liberalisation and privatisation of certain sectors of economic activity, and the use of labour market intermediaries) (MacKenzie and Martínez Lucio, 2014). Unlike the first two, which are more encompassing and in the case of MacKenzie and Martínez-Lucio's study occurred at the national level, the last three are implemented at the level of the regulatory space.

When examining regulatory changes and in particular changes in the mode of regulation, it is important to adopt a nuanced approach to the role of the State, and not simply give a one-dimensional account of its role as legislator or employer. Indeed, through its action – understood broadly – the State can not only participate in the re-scaling of regulation (Swyngedouw, 2000) and engage in a process of 'relativisation of scale' (MacKinnon and Phelps, 2001), but can also directly or indirectly trigger changes at the level of the regulatory space (Martínez Lucio and MacKenzie, 2017). When it comes to environmental provisions contained in GFAs, it is important to

acknowledge that the forms of capitalist relations and the State influence the role of unions as labour actors but also as environmental actors (Stevis, Uzzell and Rätzzel, 2018).

## *2) Occupied regulatory space – TNCs' dominant position at transnational scale*

Going back to TNCs, some have linked their global strategy to regulatory changes implemented by the State (MacKinnon and Phelps, 2001; Park, 2003). But perhaps more importantly, going back to the use of power in its various forms, the idea of an actor – i.e. large firms – influencing changes at the level of the mode of regulation, which subsequently translate into changes in terms of the occupation of regulatory spaces, is not far-fetched (Dundon et al., 2014). For instance, Crouch (2011) has discussed the implications of large firms securing for themselves a seat at the decision-making table, not only representing themselves but also business interests more generally. TNCs can indeed call upon a variety of power resources, some of them discursive, some instrumental (i.e. lobbying), and finally some structural (location choices, use of transfer pricing, etc.) (Fuchs, 2013, p77).

Moving away from the mechanisms influencing the mode of regulation, and bringing the argument back to the regulatory space, saying that TNCs have power over themselves – i.e. their production network – takes on a new meaning. International protection of private property combined with freedom of contract has rendered this power over themselves (sometimes referred to as authority) legitimate and largely unquestioned (Ruggie, 2018), which in terms of regulatory spaces means that they assume a dominant position in the regulatory space whose boundaries more or less correspond to their production network.

Acknowledging the dominant position of TNCs does not exclude the relevance of other potential agents of change, including labour.

## *3) Contested regulatory spaces – Stakeholder agency in accountability relations*

The dominant position of TNCs at the level of the mode of regulation often translates into a certain type of regulatory practices, which, in GPNs, has taken the shape of transnational CSR. In terms



of the role of labour, studies of corporate codes of conduct – the instrument of transnational CSR par excellence – has shown that they often emphasize hierarchical relations and managerial approaches to environmental policy and action, employees being seen as passive and lacking the appropriate knowledge (Winkler, 2011). GFAs, as a result of their bilateral nature, depart from codes of conduct.

Indeed, the signatories of GFAs interact within a regulatory space, and each has their role within that space, but its occupation is dynamic and contested. The objective of this study is to provide a framework to analyse the agency of labour actors in different regulatory spaces connected to the negotiation and implementation of GFAs. Ultimately, the aim is to help inform whether EGFAs constitute an effective way for labour actors to penetrate particular regulatory spaces, and act as environmental actors.

In the field, the analysis of various actors' agency – outside of managerial agency – has frequently been grouped under the umbrella term of 'stakeholder engagement', untangling the reasons why firms engage with stakeholders and which ones. Adding to the framework designed by Mitchell, Agle and Wood (1997), which theorised stakeholders' salience based on their power, legitimacy and the urgency of their agenda, Banerjee and Bonnefous (2011) conclude that stakeholder engagement also depends on the qualitative assessment of the relationship between managers and stakeholders. These can be positive relationships, whereby stakeholders are supportive of the company's strategies and policies, negative ones, whereby stakeholders oppose the company's strategies and policies, and, finally, neutral ones, whereby stakeholders are passive. Each type of relationship is respectively associated with reinforcement, containment, and stabilization strategies.

Challenging this one-directional approach and echoing comments on the added-value of GFAs compared to company codes of conduct (Drouin, 2006), GFAs can be conceptualised as a combination of responsibility, understood as a proactive management of a company's supply chain – as opposed to reactive liability (Tulder, Wijk and Kolk, 2009), and accountability. Accountability is envisaged not as a virtue but as a practical mechanism involving a relationship between an actor and a forum, which in practice presupposes addressing the following questions: who is accountable, to whom and for what (Curtin and Senden, 2011). Within an organisation, there can be multiple accountability relationships, for GFAs in particular the relationship is between the TNC's management and workers, potentially at different levels. The role of GFAs in reinforcing this accountability relationship echoes developments in the literature pointing to the structuring effect and instituting role of GFAs, which transform the company into a transnational normative space (Dirringer, 2019).

So far, the focus has been on conceptualising and contextualising the relationships – including power relationships – between the signatories of GFAs on the management side and on the labour side. The specific focus of this study on EGFAs, and therefore on environmental issues, constitutes an opportunity to challenge the assumption that the actors on the labour side can be treated as a uniform bloc. The literature on the engagement of unions with the environmental agenda has shown that this is far from the case. Indeed, analysing EGFAs draws attention to relations and issues of power within the international labour movement.

## IV. THE INTERNATIONAL LABOUR MOVEMENT'S ENGAGEMENT WITH THE ENVIRONMENTAL AGENDA

Even though the word 'actor' is often used in this study to conveniently refer to trade unions and the various organisations that constitute the international labour movement, one must not forget that within these organisations, people with various interests, goals and powers interact. Therefore, their collective action is the resultant of internal cooperation and conflict. Indeed:

'all trade union movements contain internal demarcations [which] may reflect ideological pluralism (Southern Europe and much of the global South); industrial or sectoral boundaries; and occupational status (with divisions between craft and general unions, or manual, white-collar and professional associations)' (Hyman and Gumbrell-McCormick, 2020, p223).

To this end, Hyman and Gumbrell-McCormick distinguish four aspects of strategic representation:

- 'aggregate the diverse grievances and aspirations of different groups into a common programme' [...],
- "have strategic priorities"[...],
- "mobilize the rank and file in support of the demands adopted" [...],
- "consolidating the organization in order to strengthen the capacity for intervention in the future' (Hyman and Gumbrell-McCormick, 2020, p216).

All these aspects matter when examining labour's position and action around environmental issues.

## A. Agreeing on a common programme

Hampton (2018) shows that trade unions' engagement with environmental issues in fact mirrors Hyman's typology of trade unionism (Hyman, 2001), symbolised by a triangle where each side represents an aspect of trade unionism – market, class and society – more or less prevalent in practice. The three-way division of climate discourses among trade unions borrows from neoliberal approaches, ecological modernization, and class-related socialist approaches (Hampton, 2018).

Similarly, studies at the international level have shown that on the surface, there exists a consensus among international trade union organisations, which essentially boils down to green Keynesianism framed in an ecological modernisation perspective, coupled with just transition demands (Felli, 2014). But, when digging a little deeper, the authors find three different strategies: the dominant deliberative strategy, which entails the participation of trade union representatives in international discussion on environmental policy; the collaborative growth approach, found in sectors most affected by environmental regulation and focussed on mitigating its consequences; and, finally a socialist and critical approach, which at this point remains marginal and advocates in favour of dramatic societal change building on selective degrowth (Felli, 2014).

The emergence of the just transition programme and the introduction of the notion in the Paris Agreement constituted a tumultuous but remarkable example of successful coordination of labour actors at international scale. The notion remains a tricky one to define though, and has found many interpretations on the ground, some of them very restrictive (Clarke and Lipsig-Mummé, 2020).

Such varying interpretation usually stem from varying attitudes towards the environmental question. Although, frontal opposition remains rare, so does unconditional support. At least in a European context, 'hedging' strategies are far more common, whereby unions recognize the need for action but create a dichotomy between environmental and employment protection and strive for incremental approaches to regulation when they do not oppose it altogether (Thomas and Doerflinger, 2020). It also would appear that interorganizational bargaining with employers' organizations can strongly influence the formulation of trade union positions. This can be the result of the combination of several factors, such as a lack of expertise on climate policies or the tradition of concession bargaining in certain industries (Thomas, 2021).

## **B. Establishing strategic priorities**

Without necessarily adopting a defensive position towards environmental regulation – a position encapsulated by the job versus environment discourse (Räthzel and Uzzell, 2011) – if a dichotomy is created between employment protection and environmental protection, then having strategic priorities leads to establishing hierarchies between them. Unions are first and foremost member organisations, whose role is to defend the interest of their members. Previous studies have shown that when job security is at stake – which is by no means always the case when it comes to the employment consequences of the environmental agenda (see green growth narratives) – unions have been willing to make far reaching concessions. Although these examples concern workplace negotiations, researchers have analysed examples of such concession bargaining in Europe (Doerflinger and Pulignano, 2015) and in the US (Dworkin et al., 1988).

Ultimately, setting priorities has a lot to do with the organisation's perception of what its role is (Hampton, 2015).

## **C. Mobilising the rank and file**

As trade unions in many parts of the world decline in membership, bargaining power and political influence (Gumbrell-McCormick and Hyman, 2013, p158), they have devised various ways to achieve revitalization (Frege and Kelly, 2004).

Studies have shown that certain strategies employed to increase membership have resulted in increased levels of bureaucracy in the organisation of trade unions – centralised decision making, professionalisation of union staff – which has resulted in a disconnect from the rank and file and even a relativisation of the democratic importance of the link with the rank and file (Thomas, 2017). Similar comments have been made regarding the activities of international trade union actors (Hyman, 2005).

## D. Consolidating organisational structures

Nevertheless, scholars have shown that at transnational level, even though organisations structured around rank and file do facilitate the coordination of solidarity in Europe (Fox-Hodess, 2020), outside of the favourable European context a certain level of bureaucracy, in addition to bigger resources, offers significant advantages (Fox-Hodess, 2017). Indeed, some have called for a careful balancing of both the logic of membership and the logic of influence (Hyman and Gumbrell-McCormick, 2020, p215), as well as a balancing of bottom-up and top-down approaches to unions' international and transnational activities (Hyman, 2005).

As a result, analysing environmental clauses in GFAs can be seen through two different lenses, the first being the structuring effect of GFAs (Dirringer, 2019). But more importantly here, moving away from traditional labour topics and embracing other subjects such as environmental issues, must be analysed in this context as it can certainly be framed as a way to contribute to the revitalization of unions (Frege and Kelly, 2004).

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After a brief topological analysis of TNCs and the international labour movement – two inter-organisational networks, the respective agency of the actors within them has been theoretically framed through the notions of power and regulatory space. This analysis has led to the conclusion that, to analyse how EGFAs are negotiated and implemented in practice, it is important to zoom out and focus not just on the signatory parties themselves but on all the pieces of the puzzle, making this initial mapping exercise all the more important.

Indeed, there are multiple drivers to the internationalisation of the labour movements, which are connected to the mode of regulation. Two have been explored in detail here: institutional representation and the need to keep up with changes in the organisation of the global political economy. The need to adapt to both is important in explaining how the international labour

movement actually functions and how this has an impact on the practices of actors in the negotiation and implementation of EGFAs.

In this regard, the necessity to account for the fact the international labour movement is not a uniform organisation and is not immune from internal conflict is paramount. Specific topics might come to exacerbate these internal conflicts, such as is the case with the environmental agenda, a topic initially outside of unions' traditional realm of action. These internal dynamics inform how unions engage with other actors.

In this respect, EGFAs – unlike codes of conduct – represent the opportunity to analyse a potential compromise – or lack thereof – between managerial and labour approaches to environmental regulation, and assess the role of EGFAs as one of the tools available to create global labour environmentalism, as a way to insert environmental issues into industrial relations at various scales (Stavis, 2011).

# **CHAPTER III**

## **VARIEGATED CAPITALISM AND THE RELATIONSHIP BETWEEN LABOUR AND NATURE**

Considering a specific subset of the provisions contained in GFAs – environmental provisions – raises additional concerns, namely questions relating to the role of labour in regulatory practices around environmental issues, as well as more profound considerations on the relationship between labour and nature. Indeed, GFAs are widely considered as a tool for industrial relations (Wills, 2002; Riisgaard, 2005), and more rarely one for international human resources management (Fichter, Helfen and Sydow, 2011), whilst it can be argued that the fact that they tackle environmental issues pushes the boundaries of labour studies.

The argument introduced below revolves around the consideration that practices such as those surrounding the negotiation and implementation of EGFAs are also informed by more theoretical and philosophical considerations, in this case the relationship between nature and labour.

To engage in the study of such practices, it is important to define the terms of the discussion. Therefore, as a first step, the various conceptions attached to the notion of labour, as well as the notion of nature, are discussed (I). Subsequently, it is argued that these conceptions of labour and nature – and how they relate to one another – have often been understood as embedded in the context of variegated capitalist systems of production (II).



# I. DEFINING NATURE AND LABOUR

## A. The idea of Nature

Anyone embarking on a journey to define nature as concept is immediately faced with a riddle. How can a vision of a world of moving particles be reconciled with their own experience of it? In other words, can the colour red be reduced to a frequency?

This deceptively simple question has in fact been at the centre of heated philosophical debates for many centuries, and to define what has been described as one of the most complex words of the English language (Williams, 2015b, p164) also means travelling back in time.

Without detailing the entire history of the development of the concept of nature, remembering a few key milestones – or metaphors – is a useful starting point. Collingwood's description of the development of the idea of nature (Collingwood, 1945) is conveniently structured around three successive metaphors. First, invoking philosophers of ancient Greece, he reminds us that the world of nature was originally described as a living and intelligent organism permeated by mind, where nature was a macrocosm in which humans lived as microcosms. What he calls next the renaissance view of nature consists essentially in a lifeless machine mastered by God in the same way that humans master their own machines. He concludes by describing the modern view of nature, which actually borrows from both the previous metaphors but introduces the ideas of process, change and development, and focusses eventually on the notion of progress.

Such an account is helpful as it reminds us that our conception of nature changes with time and also with the development of science and technology – understood in the broadest sense, not just as scientific facts, but also historical account of science – de facto making the idea of nature inseparable from history. But it is also helpful because it illuminates how human beings ended up removing themselves from the realm of nature.

This moment of history, where everything went wrong, is generally attributed to Descartes, whose work contributed to the double objectification of nature: first as the object of knowledge opposed

to humans/subjects acquiring this knowledge through science (singular), and second as a resource (Passmore, 1980).

This idea of nature as an object that can be observed by humans has led to the emergence of what is now called a dualism. This dualism has taken different shapes but essentially boils down to this initial movement of removal. Whitehead (2015) called it the bifurcation of nature which separated the world of science (the particles) and the world of intuitions as perceived by the senses. This dual reality has also been described in terms of primary and secondary qualities of things (Altamirano, 2016, p1), echoing a similar division. Lately, such a division has been framed as a dichotomy between nature and society.

This dichotomy is reflected in the literature and in particular the debate between realist and constructivist authors (Franklin, 2002). None of these epistemological positionings can be immediately discarded as irrelevant, the way ahead might be one of reconciliation. Indeed, constructivists (Braun and Castree, 1998; Yarde, 2011) have reminded us that perhaps there is not one universal idea of nature (Haila, 2000), and it is hardly possible to deny the implications of scientific claims about 'real' natural entities and processes (Whatmore, 2002).

In its academic effort to go beyond anthropocentrism, environmental ethics have been concerned with the dichotomy between nature and society for a few decades. Early qualification of nature as wilderness (Nash, 2014) – the idea of a pristine nature free from human influence that requires protection – has not allowed us to overcome the dichotomy, quite the opposite. In that regard, contributions of ecofeminist writers (Merchant, 1980; Plumwood, 1993) have been much more helpful at replacing humans within nature, and contributed to the emergence of a relational view of nature.

Some have rightfully criticised claims concerning the death of nature (if everything is nature, then nothing is nature) that followed the efforts to re-include humans within nature (Neyrat, 2017). Building on the work of Merleau-Ponty and Whitehead before him, a relational view of nature is not a denial of the existence of nature; it defends the idea that nature is not a social construct, without preventing us from examining the role of human beings within it, thereby developing a non-dualistic, non-substantial, historical, relational concept of nature (Bannon, 2014).

In practice, such a conception can be located within the debates on environmental ethics, and in particular the work of authors – inspired by ecology, as a sub-branch of biology – advocating in favour of an ecocentrist approach, according to which studying nature is to examine the functioning of an ecosystem that includes humans but does not revolve around them (Beau, 2019), a socio-ecological system (Berkes and Folke, 1998).

In typically dualistic fashion, analyses of human interactions with non-human nature are often part of ‘environmental’ studies. In contrast to a relational understanding of nature, which emphasises relations and dynamic processes and has the potential to be a unifying notion (Franklin, 2002), this notion of ‘environment’ has come to mean ‘surroundings’, a space that is external, and to some extent passive (Alston, 2016, p93). The word environment is used in many different contexts – work environment, urban environment, business environment, etc. – but is now perhaps primarily understood as designating non-human natural surroundings (Giddens and Sutton, 2017). The use of the word environment in this particular way is so pervasive that it is difficult to avoid it. As a result, this study, at times, still makes use of the terms ‘environment’, but also of ‘natural environment’ and ‘non-human nature’ as alternatives.

## **B. The idea of Labour**

Etymologically, ‘labour’ has largely lost its original meaning of an essentially painful and arduous activity, to briefly designate the activity of working the land, and finally acquiring meaning mainly in the field of economics and political economy (Williams, 2015a, p127). Interestingly, this new area of meaning developed against the background of the transition from an economy based on agriculture – working the land – to an industrial one. It is therefore hardly possible to separate the notion of labour from the context of industrialisation, in which it acquired a new meaning, and the subsequent development of capitalism.

In the jargon of those two disciplines – economics and political economy – and in common discourse too, the notion of labour is found in ideas such as the labour market, as well as debates to decide whether labour is commodity.

Going back a little, it is useful to introduce a few notions commonly used in economics, and in particular Marxian economics. The first notion is the notion of commodity. It can be understood as:

‘something, usually physical, which can be bought and sold and is directly measurable’  
(Rutherford, 2013).

For Marx, a commodity was understood as having two qualities - a use value and an exchange value (Marx, 1867). Going back to labour, it can be understood as both concrete labour – the actual labour necessary to produce a particular product, also described as a process creating use-value – and abstract labour as a process creating exchange value and making labour comparable and measurable (Fuchs and Seignani, 2013). It is important to remember that even though the process of abstraction makes labour measurable, the process itself might obey different logics. It is for instance possible to consider the output of labour as a mean of comparison, but it is also possible to compare in terms of time and energy spent – labour power (Biernacki, 2001). Based on these notions, some have reasoned that labour could be described as a commodity (Robinson, 1996).

The debate on the commodification of labour has been raging for a long time. The ILO, in the article I of the Declaration of Philadelphia adopted in 1944 and now an integral part of its Constitution, has declared that “Labour is not a commodity”. Saying that labour is not a commodity does not imply that labour markets should not exist; it is saying that the idea of labour as a commodity freely exchanged on a market and whose price – the wage – is controlled by mechanisms of supply and demand is a fiction – and a dangerous one at that – for labour cannot be exchanged without affecting the person it is indissociably linked to (Polanyi, 1944).

This idea that the labour market could not function as a ‘regular’ market of unhindered competition led to the labelling of welfare reforms as a movement of de-commodification of labour. More recently, reforms going the other way and dismantling institutions of the welfare state have been labelled as the re-commodification of labour (Greer, 2015).

But such descriptions of the successive movements of de-commodification and re-commodification of labour seem to concern managing the deleterious consequences of a qualification rather than challenging the qualification itself. If, as Polanyi (1944) said, labour is necessarily linked to the person who performs it, then it is perhaps more helpful to see labour as a social relationship (Hyman, 2007, p11) governed by rules, and not only economic rules.

After exploring the various conceptions of nature and labour, the argument developed below highlights how the current way in which these two notions have come to be understood – and how they relate to each other – is indissociably linked to the development of neoliberal capitalism.

## **II. NATURE AND LABOUR IN THE CONTEXT OF CAPITALIST SYSTEMS OF PRODUCTION**

When looking at the literature dealing with the interactions between nature and labour, one quickly realises that ‘nature’ experts have acknowledged these interactions more than labour experts have. Focussing on the more critical strand of this literature (Castree, 2008), it appears that two prominent philosophers and specialists of political economy emerge as the main sources of inspiration: Karl Marx and Karl Polanyi.

In many respects, the reflections on the definitions of the concepts of nature and labour and how they might interact often have in common the same turning point. Pictured as a turning point by observers of today, it is in fact a lengthy historical process coupled with technological progress, which transformed the economic system from an agriculture based one to one reliant on industry. Experts then – and still now – have linked this transition with the changes in our relationship to nature and the emergence of labour as an economic concept.

### **A. The society-nature dualism – Prising nature and labour apart**

Some have suggested that Adam Smith’s *Wealth of Nations* and his labour theory of value have largely contributed to place labour on the society side of the dichotomy, making political economy a purely social science with labour and nature located in two separate epistemic domains (Prudham, 2013).

Both Marx and Polanyi have in different ways discussed the relationship between labour and nature. Marx and Engels (1894) defended the idea of labour as a metabolism between nature and society, and a characteristic of capitalist systems. Even though such an idea highlights the connection

between labour and nature, it only offers a partial view of the mechanisms at play in the construction of the division between nature and society (Zbyszewska, 2018).

Polanyi's focus – contrary to Marx's – was rather on the market economy and the idea of free markets than capitalism per se, although capitalist production and the market economy cannot really be conceived separately (Sayer, 1995). Polanyi himself (1944) acknowledged the need for a market where goods and services produced can be exchanged. His criticism concerned mainly the idea of 'laissez-faire', the fact that markets are regarded as the best system to guarantee the satisfaction of human needs, a system that does not need to be tempered with and functions in an optimal manner when unregulated. He argued that markets need rules to survive, and in the absence of such rules a double movement will always happen to correct the deleterious consequences of 'laissez-faire', thereby leading to the creation an active society (Burawoy, 2003), whose role is precisely resistance to such movements.

The crux of Polanyi's argument around labour and nature lies in the idea of commodification, a phenomenon to which both labour and nature are subjected. The logic of markets where labour and nature can be exchanged as commodities solidified an understanding of labour and nature as separate, which had started to spread when labour was physically separated from the land during the industrial revolution (Polanyi, 1944).

The market economy – and the fiction it creates – have indeed had the effect of pulling nature and labour apart, but it is perhaps helpful to see this separation as a historical process linked to the development of capitalist systems. For this purpose, it is useful to go back to Marx, in particular his conceptualisation of the institution of private property and the process of primitive accumulation as inherent facets of capitalism, and how these processes make the commodification of labour and nature possible (Prudham, 2013), at least on an abstract level.

Nevertheless, Polanyi (1944) highlights that labour and nature (referred to as land) can only ever be fictitious commodities that can never be disembedded from the larger context in which they belong and movements towards commodification are bound to lead to crises and resistance. For instance, universal human rights principles, welfare measures, labour laws and the organisation of workers into unions – members of this active society – have all guaranteed that the commodification of labour has remained a fiction. But it can be argued that the modern commodification of non-human nature seems to have gone further, with the very tools designed to protect nature having in fact contributed to its further commodification.

Certain elements of law – such as property law and contract law – have been key in sustaining economic and capitalist systems (Deakin et al., 2017). Considering that there exists a link between capitalist relations of production and the relationship between labour and nature, it is important to assess the role of the law in this regard, especially as some have shown that the division between labour and nature is not only socially, but also juridically constructed (Zbyszewska, 2018).

## **B. Non-human nature and regulation of capitalist relations of production**

### *1) Non-human nature through the lens of environmental law and policy*

One of the core contribution of the French school of *régulation* in the study of capitalism is that crises are built into the systems (Boyer, 1987). Systemic crises serve as stimuli for social change, and must be accompanied by a moment of political reflection (Low, 2002). The current crisis has been described as a systemic one, and many have suggested that the way out of it is indeed through a reflection on how humans relate to nature (McCarthy, 2015).

In the 1970s, to remedy the environmental crisis, environmental policy started to take coherent shape both at national level (earlier initiatives would probably qualify as ‘environmental’ today but were not conceived in that way then) and at international level with the Stockholm Conference on the Human Environment in 1972 and the creation of the UNEP. Since then approaches have changed and the range of instruments used has dramatically increased (Bodansky, Brunnée and Hey, 2012, p2). Gunningham and Holley (2016) give a thorough account of these evolutions. Early command and control methods focussed on specific and measurable problems and used direct and mandatory legal rules. At the intersection of environmental law and labour law, such an approach took the shape of health and safety regulation in and beyond the workplace (Goods, 2017). Quickly this approach came under criticism, mostly from business groups, as costly and inefficient. As a result, the 1980s were characterised by a neoliberal turn and a focus on the market. But, by the 1990s, governments had returned to regulation albeit in a more light-handed fashion. Environmental policy then made use of a variety of instruments: economic instruments (such as

cap and trade schemes), voluntary instruments (whereby the State specified the desired outcomes rather than the method to reach them and encouraged management-based self-regulation) and information-based regulation. The latter thanks to the disclosure of environmental impact by companies empowered other actors, such as NGOs, to become involved in regulatory processes. All those instruments still co-exist (Stewart, 2008, p150).

This account shows that not all solutions suggested under the environmental policy agenda of the last fifty years are market based. Some have pointed out that environmental law (and policy) remains anthropocentric in nature (Bodansky, Brunnée and Hey, 2012, p2) and that current environmental policy only takes place within the confines of capitalism – see greening capitalism (Prudham, 2009). For instance, the measures adopted in the name of sustainability and the rationales associated with them are perhaps even more telling of the shift in the methods of environmental policymaking. The idea of making our system sustainable has been inherited from the debates on the limits of growth that broke out in the late 1960s and early 1970s under the influence of neo-Malthusian philosophy practiced by organisations such as the Club of Rome. Although sustainability can be construed as a result of these debates, some have argued that the underlying logics of sustainability have changed and have even led to a redefinition of the ontological qualities of the biophysical world. Growth is not the problem, the limits of growth are. But rather than being insurmountable barriers, these limits have become constraints that can be managed through a hypertrophic human agency (the natural world can be transformed to accommodate the capitalist systems of production) (Pellizzoni, 2011). If capitalism needs nature to function, why not make a second nature while preserving (or destroying) the first one. This distinction between these two ‘types’ of nature was introduced by Smith (2008), and is now seen as opening up the possibility of socio-ecological fixes (McCarthy, 2015).

## *2) Non-human nature and technology – The appeal of the narrative of ecological modernisation*

The narrative of socio-ecological fixes goes hand in hand with the development of new technologies. All these measures, whose aim is to make capitalism better by changing the process of production, can actually be placed under the umbrella of a newer policy-making approach: ecological modernisation. It has become very attractive because it works under the assumption that



environmental problems can in fact be addressed effectively without radical change to the system (Hajer, 1997).

The core theory of ecological modernisation is that:

‘although the economy in its present form is limited by the capacity of the natural environment to absorb the effects of growth and to supply necessary resource inputs, capitalism can and will undergo a process of transformation or transition in the direction of ecological sustainability’ (Low, 2002).

Mol and Spaargaren (2000, p22) add that the three characteristics of ecological modernisation are:

‘(i) capitalism is changing constantly and one of the main triggers is related to environmental concerns, (ii) environmentally sound production and consumption is possible under different 'relations of production' and each mode of production requires its own environmental reform programme, and (iii) all major, fundamental alternatives to the present economic order have proved unfeasible according to various (economic, environmental and social) criteria’.

Ontologically, ecological modernisation defends the idea of nature and society as being separate but interacting realms (Pellizzoni, 2011). The main criticism of such an approach is the observation that, as it does not question the growth based current system, any gains in terms of efficiency tend to be swamped by growth effect (Foster, Clark and York, 2010).

More importantly, these approaches to environmentalism link together nature and capitalism, but appear to operate at a rather high levels of abstraction and consequently fail to grasp the specificities of the production process outside of technological changes, and specifically the role of labour.

## **C. From the abstract to the concrete – labour and nature in the context of variegated capitalism**

In critical literature, it has become common to criticise the processes of abstraction present in the theorisation of capitalist relations. But, the process of abstraction in itself is not necessarily a problem if it is used adequately (Whitehead, 2015). In fact, in his epistemological study, Ilyenkov (1960) has emphasized the importance of a dialectical process between the abstract and the concrete, from living contemplation, abstract thought and practice. An application of this dialectical processes is found in academic developments around the notion of variegated capitalism.

### *1) Introducing the idea of variegated capitalism*

Even though capitalism appears to be the predominant economic system, it is important to acknowledge the uneven development of economic systems (plural), even systems sharing the same name, an unevenness documented in the critical political economy and geography literature (Peck and Theodore, 2007). These developments in the literature on capitalism represent the next step in the realisation that capitalism is not a universal concept, acting as a critique in contrast to previous comparative studies belonging to the varieties of capitalism literature (Soskice and Hall, 2001), which had also argued in favour of diverse conceptions of capitalism but only located them on a spectrum between two ideal types: liberal market economies represented by the US and coordinated market economies represented by Germany. The variegated capitalism approach emphasises the need to focus on other scales beyond the national, regional and international, as well as on complementarities and tensions (Jessop, 2014).

The fact that there is not one single capitalism does not however exclude the possibility of common logics being at play, as Castree (2008) argues, quoting Latour (1993):

“General’ phenomena (like ‘global capitalism’) are constituted differentially in and through concrete particulars”.

Such an approach is compatible with the Polanyian notion of embeddedness and encourages researchers to account for variegation, but also the dialectic between the general and the particular (Peck, 2013).

Such processes of variegation are not limited to variations between different forms of capitalists relations, but also as resulting from variations in the rhythm of processes of change. Drawing on Ernst Bloch's theory of the 'simultaneity of the non-simultaneous' – conceived as a critique of modern Marxism and its homogenizing tendencies, Durst (2002) argues that economic and socio-cultural arrangements from different epochs can co-exist and interact. Such phenomena can be assessed empirically and extend to patterns of regulation (Clarke and Fitzgerald, 2020).

Such patterns of variegation can be the result of the actions and interactions of transnational actors such as TNCs and the international labour movement. However, adopting such an approach requires to be mindful of the fact that – like capitalism – the understanding of the relationship between labour and nature may be variegated as well, and therefore calls for careful contextualisation.

## *2) Re-embedding transnational relations of production in their context*

According to the two dominant approaches to environmental policy – the market approach and ecological modernisation – it just so happens that the ones who are in control of the labour process have also been put in control of the impact of human activity on non-human nature (Pellizzoni, 2011), and as a result use the labour process as the main vector for environmental change.

Newsome et al (2015, p1) define the labour process as involving a dual agency: the agency of capital that assembles, organises and controls workers to extract surplus value from their labour, and the agency of labour as actors in the creation of surplus value. But such a definition relies on a narrow conception of labour, not as a social relationship embedded in nature. Within such a limiting framework, it becomes difficult to conceptualise the agency of the person – the workers, and potentially their collective agency.

Additionally, this framework often does not acknowledge that production is not a self-contained process, but connected to the outside world, and in particular the natural world (Baglioni and Campling, 2017). Not unlike labour, nature can never be completely controlled.

Closing the labour deficit in the study of GPNs requires not only a thorough account of the various instances of labour agency, but also re-embedding the activity of transnational organisations – and especially TNCs – within their societal, institutional and natural context (Greco and Chiarello, 2014). Some have argued that this can be achieved through a focus on ‘working people’ rather than just ‘workers’ (Castree, 2007). Indeed, feminist and decolonial scholarship (Barca, 2019) has made use of this idea of working people as ecological subjects to call for the development of a working-class ecology characterised by a relational understanding of labour and nature, whereby there exists a web of relations between working people and their working and living habitat (Barca and Leonardi, 2018).

\* \* \*

Discussions on ideas of nature and labour have emphasised that there exist multiple conceptions of labour, nature and how these are connected, from two separate realms to a conception of nature as a complex ecosystem where labour plays a key organising part.

The idea of labour and nature have acquired meaning within the context of capitalist systems, meaning that has become dominant and often remains unchallenged. In this regard, debates around the commodification of labour and nature are informative of the way they are both treated within the context of capitalism. The consequences of the commodification of labour – no matter how deleterious these might be – have remained at an epistemological level, whereas the commodification of nature has gone as far as changing its ontological status de facto, reducing it to a dwindling resource. Capitalist systems have indeed embraced the dualism between society and nature and located labour on the society side of the division, and to some extent removed nature from the social equation, making its unbridled exploitation possible. The fact that a large portion of labour activities was physically removed (or rather distanced) from the land to be placed in factories certainly contributed to solidifying this socially and juridically constructed division.

To say that to some extent capitalist systems obey similar logics is not to say that all capitalist systems are one and the same. Hence, throughout this chapter, capitalist systems are always referred to and understood as plural and undergoing variegating processes. Any meaningful study of

capitalist systems – including their influence on the relation between labour and nature – cannot escape the thorough task of contextualisation.

One way to achieve a non-dualistic analysis of regulatory processes at play within GPN, in the context of the negotiation and implementation of GFAs, is to argue that one's conception of the relationship between labour and nature is potentially not entirely defined or subordinated to the logics of relations of production. Whether different conceptions do find their way into the workplace and what the role of labour's environmental agency is in this regard is precisely one of the objects of this study.

## **PART II**

# **ANALYTICAL FRAMEWORK AND METHODOLOGY**

# **CHAPTER IV**

## **INVESTIGATING ENVIRONMENTAL GLOBAL FRAMEWORK AGREEMENTS**

This study uses GFAs as a framing device to analyse social practices of environmental regulation involving transnational labour coalitions of union actors and management of TNCs throughout their GPN.

The overall goal of this study is ultimately to assess the role of labour as environmental regulator, and how this is reflected in and influenced by the negotiation and implementation of EGFAs. Investigating the agency of labour in such a context can illuminate larger processes of environmental change and how these are connected to regulation.

In more detail, it pursues the following objectives. First, it sets to zoom out and analyse the variegated context – economic, political, geographical, social, legal, etc. – in which EGFAs are embedded, and identify how EGFAs are connected to other mechanisms of regulation – formal and informal. Following in the steps of studies that argue that there is no such thing as a clear division between private and public regulation, even in institutionalised processes, it seeks to verify that EGFAs cannot meaningfully be studied in isolation. Such an approach requires to examine regulatory processes at different scales, in different spaces and at different times. In this regard, EGFAs are used as an anchor.

Second, beyond this mapping exercise, it acknowledges that regulatory mechanisms are not solely the result of written rules. Consequently, it focusses on the experiences and perspectives of agents and undertakes to investigate how actors of the labour movement organise and interact – both internally and in collaboration or confrontation with other actors, and how such processes contribute to (or hinder) the negotiation and implementation of EGFAs. Once more, special attention is paid to the dynamic of different scales and spaces.

Third, building on the proposition that approaches to environmental regulation are underpinned by particular conceptions of the relationship between labour and nature, this study seeks to uncover

these different conceptions and investigate how they influence environmental practices surrounding the negotiation and implementation of EGFAs.

The associated research questions have been formulated as one main question and three specific questions:

How do EGFAs serve the institutionalisation of the role of labour in environmental transnational regulatory processes?

- How do EGFAs fit into the architecture of the transnational regulatory system?
- How do the interactions of the various components of the international labour movement drive or constrain the inclusion and implementation of environmental provisions in GFAs?
- How do the actors' understanding of the relationship between labour and nature influence their practices as environmental regulators in the context of EGFAs?

Before addressing methodological concerns, it is essential to paint a picture of the processes under scrutiny in a more analytical light. Studying such a complex phenomenon requires to compartmentalise different spaces where it plays out in practice, as well as to conceptualise the relationships between the various actors involved and their interactions. In this regard, Bourdieu has provided a number of 'thinking tools' (Townley, 2014, p39) – mainly field, habitus and capital – which have proven useful in making sense of the phenomenon under study.



# I. CLARIFYING THE FRAMEWORK OF ANALYSIS WITH THE HELP OF BOURDIEU'S SOCIOLOGY

## A. Defining Bourdieu's 'thinking tools'

Although Bourdieu himself was adamant that it is essential to understand these notions not as strictly defined notions operating at a purely conceptual level but rather as thinking tools whose value is fully expressed at an empirical level (Townley, 2014, p39), it is useful to briefly introduce the three central notions of Bourdieu's sociology: field, habitus and capital.

### 1) *What is a field?*

For Bourdieu, the social world is made up of relatively autonomous 'social microcosms' (Bourdieu and Wacquant, 1992, p97). These spaces – called fields – are very diverse. Throughout his career, Bourdieu's interests have been varied, and he has successively focussed on a number of specific fields, for instance the field of education (Bourdieu, 1988; Bourdieu and Passeron, 1970), the field of the arts (Bourdieu, 1993, 1996), and more recently the housing market (Bourdieu, 2005).

It is possible to understand the analytical concept of field using three metaphors from which it borrows elements: a football field, a science-fiction protective field, and a force field as in the study of physics. From the football metaphor, it follows that a field is a bounded space where rules apply and agents playing a competitive game occupy different and unequal positions. From the science-fiction protective field, it follows that fields can be conceived as semi-autonomous but connected to other fields. Finally, it borrows from the metaphor of the force fields of physics that boundaries are not brick walls and there exist multiple fields, which only exist as long as centripetal forces of this particular field are stronger than centripetal forces of other fields. Indeed, actors belong to

subfields or intersecting fields both at once, and even though fields are structured, actors retain their agency (Thomson, 2014, p65).

Additionally, in keeping with Bourdieu's relational approach to sociology, fields can be understood as a 'bundle of relations' (Bourdieu & Wacquant, 1992, p16), as a space where agents act and interact on the basis of the field's own internal logic (Bourdieu, 1990b).

## 2) *What is habitus?*

Social practices are connected to what Bourdieu calls habitus (Bourdieu, 1977). The idea of habitus actually preceded the idea of field, which Bourdieu developed as a way to ground and contextualise habitus (Townley, 2014, p39). Understanding the concept of habitus is asking the question:

'how can behaviour be regulated without being the product of obedience to rules?' (Bourdieu, 1990a, p65).

Habitus is concerned with how people act, feel, think and are, but it is a continuous process influenced by past and present experiences, as well as the context in which people find themselves in (the fields). Habitus does not dictate actions; social practices are the resultant of habitus. It operates as:

'Principles which generate and organise practices and representations that can be objectively adapted to their outcomes without presupposing a conscious aiming at ends or an express mastery of the operations necessary in order to attain them' (Bourdieu, 1990b).

In this sense, the notion of habitus can be seen as an expression of the main objective of Bourdieu's sociology, which is to go beyond the dualism between objectivism and subjectivism, understanding the actions of agents neither as a mechanical effect of structure nor as the result of pure conscious intention. Habitus is therefore a historically constructed and structuring embodiment of the structures of the field that constrains and mediates the actions of agents without determining them (Townley, 2014, p39).

As such, habitus is intended to overcome pervasive dichotomies, such as the individual and the collective (the content of the habitus is individual but it is collective in terms of structure), the objective and the subjective (the process internalising social structures), structure and agency (agents become aware of the regularities at play within the field) (Maton, 2014, p48).

### 3) *What is capital?*

The term capital – as used by Bourdieu – should not be confused with the notion of capital in a Marxist sense. Although Bourdieu himself has increasingly acknowledged the importance of economic capital and labour relations in his own work since the 1990s (Boyer, 2014, p117), the notion of capital is not in fact limited to economic capital, but also covers other types of capital, and in particular social capital (Bourdieu, 1986b).

Social capital is defined as:

‘The aggregate of the actual or potential resources which are linked to possession of a durable network of more or less institutionalized relationships of mutual acquaintance and recognition – or in other words, to membership in a group – which provides each of its members with the backing of the collectively owned capital’ (Bourdieu, 1986b, p241).

In their comparative study of collective bargaining practices in Germany and Italy, Pernicka et al. (2021) expand on the notion of social capital in more detail in the context of practices of IR, such as collective bargaining. Social capital *stricto sensu* is akin but goes beyond associational power – as defined in IR scholarship on the power resource approach (Schmalz and Dörre, 2018). It is understood as:

‘the whole array of interpersonal, cooperative relationships of fields agents based on a shared understanding, shared norms and values, shared identities and solidarity that contribute to the effective functioning of groups’ (Pernicka et al., 2021, p351).

Social capital in this context has however two additional dimensions: political and institutional. Social capital in its political and institutional dimensions respectively is defined as:

‘a specific form of social power that, in a narrow sense, includes the recognition of collective agreements and collective bargaining agents by their respective interlocutors and their members and constituencies’ [...] ‘a secondary form of political power, in which past struggles temporarily crystallise, such as the legal framework for collective bargaining or the institutionalised spatial scale (level) at which collective bargaining takes place’ (Pernicka et al., 2021, p351).

The analysis of capital – in all its forms and dimensions – is essential as its relative weight and distribution are key in processes of change within the field (Bourdieu and Wacquant, 1992).

## **B. Analysing social phenomena – how are field, habitus and capital connected?**

The notion of field is itself inseparable from the notions of capital and habitus. Indeed, beyond its relational configuration, a field is characterised by conflict and competition with agents trying to acquire species of capital (sometimes referred as power) effective in this specific field.

### *1) Intra and inter-field dynamics*

The notion of field is understood in a plural sense as the social world is conceived as sub-divided between several fields and sub-fields, and in fact mapping out the fields is an essential first step in every bourdieusian analysis (Atkinson, 2020). Important in that respect is the notion of field of power (Bourdieu, 1998), defined as a kind of meta field where different fields – and their respective species of capital – and their most powerful agents compete for the possibility to dominate throughout the social order (Pernicka et al., 2021). Analysing the power relations at work both within and between fields constitutes an essential step as fields can never be fully autonomous (Schmitz, Witte and Gengnagel, 2016) and remain embedded in society (Bourdieu, 1996). In practice, researchers should assess the position of the field under study in relation to the field of power, then identify the relations between positions of the agents in the field, and finally determine the field-specific habitus (Bourdieu and Wacquant, 1992).

### *2) Understanding processes of production, reproduction and change*

In his assessment of the convergence between Bourdieu's sociology and regulation theory, Boyer (2014, p117) answered criticism addressed to both, that they focus on mechanisms of reproduction and do not address issues of change (Jenkins, 1992). To counter this argument, he outlined five forces at play in the dynamics of a field. This analytical framework was recently used to analyse

forces of reproduction and change in the field of collective bargaining (Pernicka et al., 2021). The authors detail five analytical steps: 1) assess the interactions between the field under study and the field of power; 2) analyse the (re)definition of the boundaries of the field; 3) examine the entry of new agents who have the potential to disrupt the field's logic; 4) determine the power relations between dominant and dominated agents within the field; and 5) evaluate the degree of synchronization or desynchronization of the field and the field-specific habitus, which in turn has the potential to either stabilise or destabilise the field.

### *3) Agents, capital and positioning in the field*

To paint a dynamic picture of the field – and surrounding fields – the focus is placed on agents as opposed to institutions insofar as they are able to exercise an influence in the field (Rask Madsen, 2018, p189). The notion of agent is defined as an analytical model and does not correspond to the empirical individual (Atkinson, 2020). As a result, the functioning of the field is accessed through the identification of relational networks and accounts of personal trajectories (Rask Madsen, 2018, p189). This shift in focus has also the benefit to resolve the problem that arises from the fact that the actions of individuals in the processes under study are mediated through organisations (in which individuals belong). The notions of habitus and agent – as an analytical category – can account for his phenomenon.

In giving this dynamic rendering to the processes at play within and around the field, it is essential not to simply map a network of positions but also to account for position-taking (Bourdieu and Wacquant, 1992), and for that acknowledging power imbalances – understood as unequal distribution of capital – is a prerequisite. The actions of agents can prove particularly informative as they are often active in more than one field, including the field of power (Atkinson, 2020).

As emphasised in the theoretical framework, the law is treated as a key variable in this study. As a result, it is important to examine how Bourdieu has come to understand the law and the role it plays in social phenomena.

### **C. Law in the field – Bourdieu’s contribution to legal studies**

When analysing the role of the law, a Bourdieusian framework is perhaps not the most obvious choice. But Bourdieu’s emphasis on the importance of the issue of power is helpful in overcoming approaches based on technical positivism common in legal scholarship (Caillousse, 2004), as well as for the purpose of examining the role of the State (Bourdieu, Wacquant and Farage, 1994).

Indeed, Bourdieu’s contributions to the sociology of the law are scarce, his main input dating back to 1986 and dealing with what he called the force of the law (Bourdieu, 1986a). Bourdieu’s main objective was to outline the boundaries of a relatively autonomous legal field where actors – lawyers, law professors, judges, etc. – compete in the process of interpretation of the law, law making functions being the prerogative of the State. In line with the law and society approach, Bourdieu rejects both formalist approaches (Kelsen, 1991), which claim the absolute autonomy of the legal form, and instrumentalist approaches (most notably Marxist ones), which portray the law as either a direct reflection of power relationships or a tool used by the dominant class. The objective of his approach, however, differs from that of the law and society scholarship in that it is not normative but rather about how the law is constructed out of power (Rask Madsen, 2018, p189).

Bourdieu’s contribution to legal scholarship deserves particular attention in the context of this study, first, because of the role of the law in social reproduction, the legal field is more susceptible to external influences. Secondly, the appearance of universality and neutrality that characterises the law both contributes to the independence of the legal field and is an important factor in the effectiveness of the law. Similar logics can be found transposed in other fields – Bourdieu mentions the example of disciplinary proceedings in private companies (Bourdieu, 1986a).

## D. A bourdieusian study of EGFAs

Bourdieu's thinking tools of field, habitus and capital are useful to unpack the interplay of structure and agency, presented as a key dynamic of social phenomena in the theoretical framework, including processes of regulation. They also adapt well to transnational studies as they emphasize relations, and as such depart from both a more traditional approach focussed on separate national and international systems and a vision of globalisation as a disembodied and irreversible process (Bigo, 2011).

For the analysis, the study draws on and adapts an analytical framework developed to enhance comparability of environmental labour studies, as well as to recontextualise the evaluations and interpretations of particular initiatives (Stavis, Uzzell and Rätzl, 2018). This framework incorporates three dimensions: breadth, agency and depth, which respectively correspond to the three research questions. Each dimension is subsequently operationalised using Bourdieu's thinking tools.

### *1) Introducing breadth, agency and depth*

The first dimension – breadth – refers to how inclusive any initiative can be. It focusses on spatial, temporal, and functional breadth in terms of both scale and scope. The second dimension – agency – measures whether the actors considered are seen as proactive or reactive, and potentially how tackling environmental concerns is associated with organisational change. At one extreme, reactive unions might be coerced into an inferior position, but could also accept the primacy of others' agenda in exchange for a seat at the table. Proactivity can also cover a wide range of practices, for instance weak and unsustainable top-down strategies resulting from priorities set only by a small share of the leadership, bottom-up grassroots initiatives, although not necessarily leading to organisational change. The final dimension – depth – ultimately has to do with the actors' perception of the relationship between labour and nature, with at one end a purely instrumental vision of nature that can be exploited and to some extent also preserved but only to ensure the sustainability of the current economic system, and at the other end an understanding of labour as

set of relations embedded in nature. As such, this dimension analyses the interaction of both social and ecological priorities and the commitments of union actors (Stavis, 2018).

## *2) Operationalising breadth, agency and depth using Bourdieu's thinking tools*

Going back to the research questions, the first corresponds to the breadth dimension and analyses how EGFAs fit into the architecture of the transnational regulatory system. In Bourdieu's terms, this step entails a mapping exercise and corresponds to the identification of relevant fields and agents. The second question relates to the agency dimension and investigates how the interactions of the various components of the international labour movement drive or constrain the inclusion and implementation of environmental provisions in GFAs. In Bourdieu's terms, it serves to conceptualise and explain the relations between fields and between agents in the field, as well as possible disturbances in the boundaries of the field, which can be connected to the entry of new agents. Finally, the third question concerns the actors' understanding of the relationship between labour and nature and how this might influence their practices as environmental regulators in the context of EGFAs. In Bourdieu's terms, this step relates mainly to the issue of habitus within a particular field, and in this case a particular aspect of habitus (Kasper, 2009) – the approach to environmental regulation.

With a clear analytical picture in mind, it is now important to emphasise the methodological considerations that have informed the collection and analysis of the data.



## II. DESIGNING THE RESEARCH – METHODOLOGICAL CONSIDERATIONS

### A. A brief review of methodologies used for the study of GFAs

Besides a couple of case studies exploring the question of the implementation of GFAs (Riisgaard, 2005; Wills, 2002), early studies of GFAs consisted in listing existing agreements, analysing their content and categorising their provisions (Carley, 2005; Hammer, 2005). Alongside attempts at legal qualification (Van Hoek and Hendrickx, 2009; Moreau, 2017), many studies were prospective in their approach, with their authors trying to answer the question on how to ensure their effective implementation in the absence of a legal framework, often from the angle of the implementation of soft law rules (Sobczak, 2012), establishing conditions in relation to the scope, the use of international standards, and the effectiveness of implementation and enforcement mechanisms (Herrnstadt, 2007).

A more theoretical appraisal of the question of GFAs only started to emerge as a theme in academic literature less than ten years ago, coinciding with a shift from the study of the substantive content of GFAs to a study of their practical implementation, mainly using case study designs, including single case studies (Stavis, 2009; Kaltenborn, Neset and Norpoth, 2020).

To justify the selection of cases and to introduce the research questions, these studies sometimes still offer a comprehensive analysis of existing agreements (Fichter, Helfen and Sydow, 2011). They rely on fieldwork, and mostly interviews with central and local representatives of both management and workers, but some go further and include GUFs local officers, subcontractors, etc. (Williams, Davies and Chinguno, 2015).

Most case studies involve one or a very limited number of agreements (Niforou, 2012), except for two large scale projects (Fichter and McCallum, 2015; Sydow et al., 2014).

Unsurprisingly, the fact that GFAs have only recently started to tackle a wider range of issues has meant that no other studies have targeted a specific set of provisions contained in GFAs. One

article (Stavis, 2011), does argue in favour of GFAs as a tool to build what the author calls international labour environmentalism, but only adopts a prospective approach.

In terms of method, this thesis is in line with other pre-existing studies of GFAs in the sense that it combines an initial phase, consisting of an exhaustive analysis of all environmental provisions contained in GFAs, and case studies. It nevertheless differs in its broad understanding of the context.

## **B. Ontological and epistemological concerns**

Any social research endeavour relies on fundamental ontological and epistemological principles, with ontology and epistemology respectively understood as:

‘the study of the essential nature of reality’, and ‘a field of philosophy concerned with the possibility, nature, sources and limits of human knowledge’ (Jupp, 2006, p92).

Even though, in theory, case studies can make use of quantitative and qualitative methods, or a combination of both (Bryman, 2006), in practice and despite recent changes case studies tend to be qualitative (Creswell et al., 2007). As a result, constructivist and interpretive approaches tend to dominate (Harrison et al., 2017).

By taking a look at methodology textbooks (Gray, 2004), one immediately notices that the debate focusses on epistemological concerns, and gives only a brief account of ontological ones, opposing ontologies of being (the dominant one) and ontologies of becoming (marginal).

Examination of the relevant literature and associated theoretical developments raises two fundamental philosophical considerations that have consequences in terms of methodology and methods: the questioning of the dualism between nature and society, and, by extension, the relationship between nature and labour; as well as the popular criticism (at least in certain strands of the literature) of the processes of abstraction at play within the functioning of capitalist systems.

Theoretical readings triggered recurring concerns over the inadequacy of the prevalent constructivist ontologies in qualitative research, which would not be adequate to call into question the dualism between nature and society. Further readings in relation to the philosophy of social research revealed that a certain strand of the literature has precisely started to question the ontological position of constructivist and interpretive approaches.

Indeed, it appears that ontological debates are back in fashion within the circles of the philosophy of research. Some authors have pointed out that ontological questions tend to be overlooked and often dissolve into epistemological ones. Dissatisfied with the persisting divide between radical empiricism and radical social constructivism, they engage in these ontological debates to overcome this division without rejecting what these approaches have taught us (Rosiek, Snyder and Pratt, 2019).

These new approaches have been described as the 'ontological turn' or gathered under the banner of new materialism. Although there is variation among them, these new ontologies often share a number of common elements. They tend to reject the dualisms – between nature and society, between matter and mind – that have characterised science since Descartes, and usually endorse an ontology of becoming rather than being. They also engage with ecological perspectives, often question anthropocentrism, pay particular attention to the complexity of interactions (between socioeconomic conditions and the environment for instance), and as a result question the quantitative relation between cause and effect (Coole and Frost, 2010, p1).

Such philosophical debates have raised particular interest within critical scholarship, where they can be combined with constructivist arguments, as they see the world as both materially real and socially constructed (Coole and Frost, 2010, p1).

Authors have suggested that, in terms of epistemology and in order to challenge the dominant ontological positioning, researchers had to engage with the particularity of relations, including relations with non-humans (Rosiek, Snyder and Pratt, 2019), which also happens to be in line with a more critical stance by virtue of which the main focus is relations rather than objects (Wadham and Warren, 2013).

## C. Choosing an adequate research design

### *1) Assessing the relevance of a case study approach*

Even though this study is informed by critical theory (Bohman, 2005), especially as it critically engages with the relationship between nature and labour in capitalist systems, it is also argued that the choice to carry out a case study has specific methodological consequences, in particular on the relation with theory.

Methods correspond to the procedures and techniques used to carry out research, whereas methodology guides decision-making in a study. With this in mind, case study designs can be seen as having an overarching methodology (Harrison et al., 2017).

Yin (2018) defines case studies as:

‘An empirical method that investigates a contemporary phenomenon (the case) in-depth and in its real-world context, especially when the boundaries between phenomenon and context may not be clearly evident’.

Indeed, case studies can be very versatile and are particularly well suited for investigating complex phenomenon (Harrison et al., 2017), where contextuality is key as context and the cases are interdependent (Mabry, 2008, p214). Developments in the theoretical framework have established the complexity of the phenomenon under scrutiny, the large number of variables involved, and the crucial importance of context. In such a situation, it would be pointless to try to find evidence of quantitative causal relations. Instead, a case study focussing on a small number of carefully picked cases, in addition to a thorough account of their context, and making use of qualitative methods constitutes a much better way to carry out the in-depth study needed to understand and explain the regulatory processes involved in the negotiation and implementation of EGFAs.

Embracing the complexity of phenomena, case studies are still concerned with understanding and explaining, albeit perhaps in a different way, as, rather than focussing on causality, they examine relations between the case and the context (Gray, 2004), with the possibility to focus on patterns

and regularities. Such an approach is in line with the concerns of research philosophers inspired by ecological perspectives highlighted above.

Case studies often have a strong relation with theory, but do not necessarily engage with grounded theory. In this respect, Burawoy's extended case method can serve as an inspiration (Wadham and Warren, 2013). In trying to extract the general from the particular, it must start with a strong theoretical framework, which is subsequently compared with the evidence collected. Mabry (2008, p214) – invoking Firestone's analytical generalization – argues that the theory considered should be located within the larger network of theories, which is then used to relate specific findings to the initial theory. By proceeding this way, the research also engages with the particularity of relations, as required by the epistemological principles upon which it relies.

Case studies can comprise single or multiple cases, but these cases do not need to be typical examples (Flyvbjerg, 2004, p390), they can also be atypical – for instance, contrasting cases can be particularly informative (Mabry, 2008, p214), which can prove particularly useful in the context of a critical approach, as it provides the opportunity to investigate successes and failures. This is also needed as practices related to GFAs can be very diverse.

The use of multiple cases does not have to be seen as direct replication (as in an experiment), but rather as theoretical replication. As a result, the selection of cases is often pragmatic and must serve the purpose of the study and be chosen because of how informative they can be for the research theme (Yin, 2018).

Considering that reality is both material and constructed implies that it is necessary to combine different methods of data collection coming from different sources. Carrying a case study allows multiple sources and methods. Indeed, Yin (2018) lists six types of sources: documents, archival records, interviews, direct observation, participant observation and physical artefacts. Case studies usually make use of more than one source, especially considering that methodological triangulation – as in data collected using different methods – can be used in combination with triangulation by data sources – as in data from various people or entities – to enhance validity (Mabry, 2008, p214).

## 2) *Selecting data sources*

**Documents** – The first and main type of documents used in this study are physical GFAs, in practice the signed text of the agreements. The analysis of their content guides the research in three ways.

- It determines the potential interviewees at meso level (the signatories), and also indirectly at micro level (as a result of the analysis of their organisational and geographical scope). Besides, the analysis of the international standards they contain – with the most common ones being the ILO Conventions, the OECD Guidelines for Multinational Enterprises and the UNGC – informs the selection of policy informants (Arias Loyola, 2016) from these organisations at macro level.
- The analysis of the content of the provisions also informs the ‘legal part’ of the study and focusses on the use of concepts, categories and methods (including references to international and national legal instruments), and how these interact with the set of social practices under investigation.
- Finally, the phrasing of the provisions also serves to illuminate the level of agency of labour actors. It is understood that the analysis of commitments – substantive or procedural – made in GFAs cannot alone give an accurate picture of the practices associated with environmental GFAs, especially with regard to agency, as the existence of rules do not necessarily imply increased labour agency (Lund-Thomsen and Coe, 2015). Nevertheless, it is argued that it provides a useful and necessary starting point.

Other documents are also considered, including those generated by the organisations under investigation, such as the Constitutions of the various organisations of the international labour movement, relevant legal instruments, meeting agendas, policy documents, training material, etc., but also importantly CSR policy documents published by the company, including the non-financial section of the Universal Registration Document (URD)<sup>18</sup>. These bring richness to the analysis as

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<sup>18</sup> The publication of a URD is required from listed companies under French law. This legislation transposes EU prospectus legislation on the publication of financial information (Regulation (EU) 2017/1129). The purpose of such piece of legislation is standardise the ‘requirements for the drawing up, approval and distribution of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market situated or operating within a Member State [of the EU]’ (article 1). Additionally, as a result of EU law (Directive 2014/95/EU, replaced in 2023 by Directive (EU) 2022/2464 on corporate sustainability reporting), listed, and more generally large companies, have to report non-financial information as well. Companies usually abide by these two legal obligations through the publication of a single document, the URD, by adding a section on non-financial information. As such, the URD constitutes an easily accessible and standardised source of information.

they can illustrate points made by participants during interviews. They can also shed light on the context of the cases, and in particular the structural aspects of this context. These structural aspects are understood as the structure of the GPN (and more broadly of the market the company operates in), the structure of the international labour movement, the characteristics of the national legal system, and potentially the natural environment at each specific locations of the micro level.

**Semi structured interviews** – there exist different types of interviews, ranging from very structured – more suited for positivist approaches and quantitative analysis – to semi and unstructured interviews on the more qualitative end of the spectrum, which give centre stage to the participants’ point of view by asking open questions, leaving room for spontaneous exchange and emerging issues (Clark et al., 2021). Semi-structured interviews also allow the collection of actors’ perceptions, experiences, and assessments, which is in line with the focus of the study and the ontological developments according to which reality is at least partly socially constructed.

The choice of the semi-structured format in this study is also seen as striking a balance between flexibility and ensuring comparability between various participants’ answers. Flexibility is key as the transnational nature of the phenomenon under study implies that participants will be active in various entities operating in various geographical locations. Semi-structured interviews – as data collection tools – are considered to be a flexible enough tools to investigate such variegated phenomena (Yeung, 1995).

The use of semi-structured interviews has replaced quantitative studies of GFAs in more recent research projects (Williams, Davies and Chinguno, 2015; Bourguignon, Garaudel and Porcher, 2020), sometimes targeting management and union actors at different levels (Riisgaard and Hammer, 2011; Niforou, 2015), but also combining different sources such as observations, documents and interviews (Lévesque et al., 2018; Barreau, Havard and Bah, 2021).

The question of levels – or scales – is central to the study. In this regard, the micro level is of particular relevance in the sense that the objective of GFAs is sometimes expressly to go beyond the headquarter level and enhance the communication and exchanges between the headquarter and the local level. It also resonates with the ontological and epistemological principles detailed at the start of this chapter, which translate into the necessity to engage with the materiality of the case. In practice, this means that data collection cannot be restricted to the general and rather abstracts levels (macro, and to a lesser extent meso), but also look into the particular and concrete examples of implementation (or non-implementation). This micro level is tackled through semi-structured interviews but also focus groups.

**Focus groups** – Paul Lazarsfeld and Robert Merton are credited with the first formalisation of focus groups as a method for qualitative enquiry (Merton and Kendall, 1946). They are defined as:

‘a way of collecting qualitative data, which—essentially—involves engaging a small number of people in an informal group discussion (or discussions), ‘focused’ around a particular topic or set of issues’ (Wilkinson, 2004, p177).

The use of focus group in this study is to be distinguished from its extensive use in marketing and business research, especially in the 1960s and 1970s (Robson et al., 2001). It is also distinct from the frequent use of focus groups in the preliminary stages of a research project as a way to inform the design of subsequent data collection tools such as survey questionnaires (Dimobe et al., 2015).

In this study, the use of the focus groups is inspired by the ethnographic and phenomenological influences on methodology of qualitative research (Stewart, Shamdasani and Rook, 2007, p1), in line with ontological and epistemological concerns expressed at the beginning of this chapter. It is designed to gather data from individuals who have experienced a ‘particular concrete situation’ (Merton and Kendall, 1946), one which corresponds to the ‘focus’ part of the name.

Regarding the ‘group’ part, focus groups have been identified as a way to access group meaning and norms, and therefore align well with the sociological approaches of Giddens and Bourdieu (Robson et al., 2001).

In addition, and given the critical stance of this study, it is important to point out that in feminist literature, focus groups have been considered as a good tool to empower under-represented groups (Bryman, 2021, p452). As a result, the use of focus groups is put in relation with the predominance of managerial approaches to environmental action at company level discussed in the theoretical framework.

In terms of the composition of the groups, they are not constructed based on demographic characteristics but are pre-existing groups so as to be close to a naturally occurring situation (Robson et al., 2001), which can include colleagues from the same workplace (Onwuegbuzie et al., 2009). The groups are preferably homogenous, so that participants can feel confident to share their opinions and views (Robson et al., 2001).

Focus group can be useful in two ways, and this study makes use of both. They can be used as an economical way to increase the number of participants or place them in an environment conducive to discussion, making no distinction between focus group and interview transcripts at the analysis stage (Kristiansen and Grønkvær, 2018). Nevertheless, such approaches potentially miss out on



bringing richness to the data by accounting for the level of consensus, dissent and minority views (Onwuegbuzie et al., 2009), especially as group interactions are often presented as one of the strengths of this method of data collection compared to other methods of qualitative enquiry (Halkier, 2010). This relates to choices around the unit of analysis – individual, group and interactions – which constitute distinct sources of focus group data (Duggleby, 2005). Not limiting oneself to the group as a unit of analysis also means that focus group members are considered as unique and important participants to the study (Onwuegbuzie et al., 2009).

Going one step further, Bryman (2021, 452) emphasises that the analysis of focus group data can acknowledge group interactions and reveal collective construction of meaning, group discussion being a way to engage in an epistemological process to reflect upon ontological realities as a group (Marková, 1996; Wibeck, 2012). In Bourdieu's term, such a process would amount to a reflection on the habitus associated with particular fields.

**Triangulation** – This study uses mainly two triangulation methods. First, it makes use of triangulation by data sources by interviewing people from both management and unions at different geographical and organisational levels. Second, it compares these findings with extensive textual analysis of GFAs and other relevant documents.

## **D. Ethics**

All interviews and focus groups were conducted online due to covid related restrictions.

Prior to each interview and focus group, a standardised participant information sheet was sent to all participants to inform them of the nature and purpose of the research project, as well as the data management policy and funding sources. Their consent was collected individually through a signed consent form<sup>19</sup>. Recordings of interviews and focus groups were filed anonymously on the protected university cloud storage, and transcripts were anonymised. An anonymous referencing

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<sup>19</sup> See Appendices 1 (p321) and 2 (p322) respectively for consent form and participant information sheets.

system has been used to refer back to each participant when making quotes in the finding chapters<sup>20</sup>. The company names – used as proxy for the cases – are also kept anonymous and referred to as follow: EnergyCo, BeverageCo and FoodCo. Finally, at the end of the project, the data will be transferred to a data repository.

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<sup>20</sup> See Appendix 3 (p325) for participants referencing system.

### III. METHOD

Gray (2004) gives a straightforward description of the case study process as involving a range of consecutive steps: theoretical framing, case definition and selection, data collection, database building (if relevant), and data analysis. The following sections mirror this process, and successively give a brief reminder of the theoretical framing in the shape of a visual conceptual framework, as well as a visual representation of the actors involved, before moving on to case definition and selection, then detailing the procedure for data collection and ending with details on the analysis of the data.

#### A. Framing the research – a reminder

##### *1) Conceptual framework*

At this stage, a visual representation of the theoretical framing is useful as it highlights the fact that the phenomenon under scrutiny in this study is extremely complex (see Fig. 3). Not only does it involve a large number of complex variables relating to political, economic, social, cultural, historical, organisational and natural aspects, but also spans across national borders and organisational boundaries. This emphasises the need to deal with the question of scales (geographical and organisational).

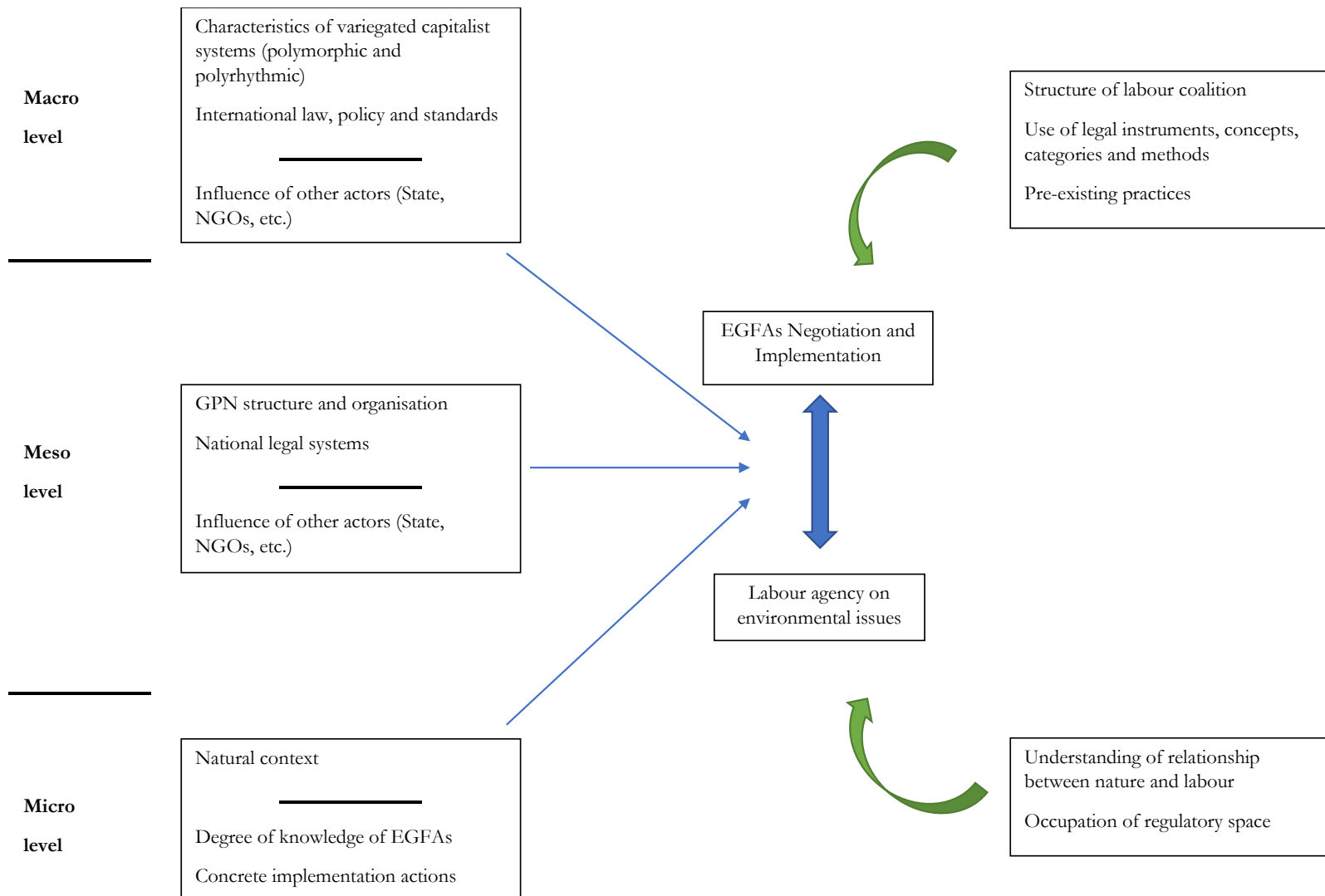


Fig. 3 – Initial conceptual framework

## *2) The actors – determining potential participants*

Most of the time, GFAs, even before the negotiations start, involve a large number of actors. These actors interact through complex organisations that more often than not span across multiple countries, regions and sectors, each of which is characterised by different legal, social and natural environments. These organisations are themselves embedded in the larger context of global markets, international relations, union strategies, etc.

Given the complexity of those relations, a visual representation is helpful (see Fig. 4). It distinguishes three levels: macro, meso and micro, which will later inform the selection of participants in interviews.

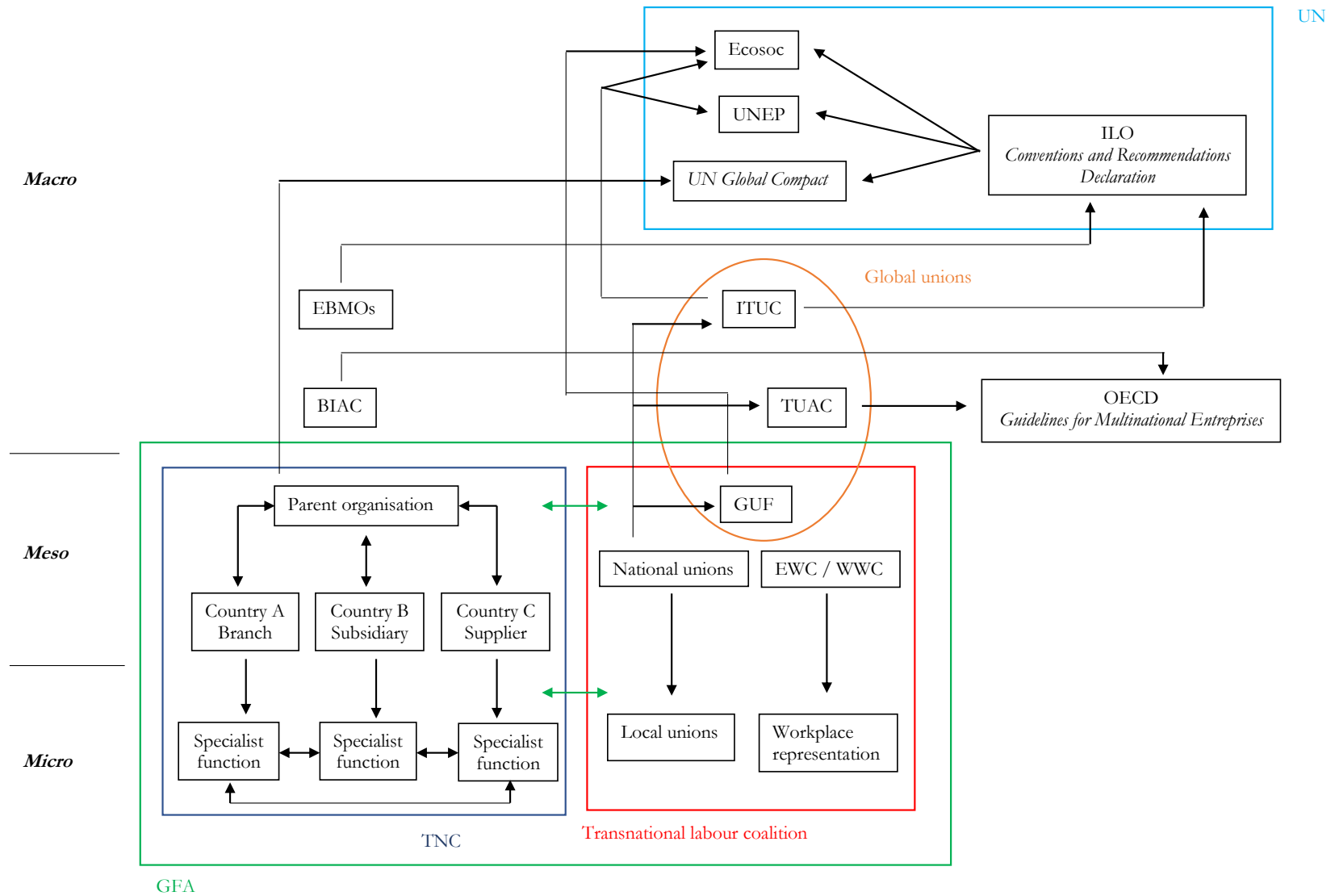


Fig. 4 – Actor Diagram

## B. Defining and selecting the cases

### 1) *Defining the unit of analysis*

Even though the boundaries between the cases and their context can be blurry, it is key to define them. The unit of analysis covers processes of environmental regulation involving labour and management in the context of interconnected production networks (in green on the diagram above). These processes being ongoing, time is also an important variable. As a result, GFAs are used as a framing device – a boundary of sorts – to bound the case in both time and space.

### 2) *Selecting the cases*

This process is divided into three consecutive stages that consist of: building an initial mixed dataset – the EGFA dataset – with information concerning environmental GFAs; analysing the data; and drawing conclusions relevant for case selection. In practice, the process helped narrow down the pool of potential cases, and informed final case selection. Such a process is justified by the purposive and pragmatic approach to case selection as defended by Yin (2018) with theoretical replication rather than direct replication in mind.

**Stage 1** – A pool of 80 potential cases was extracted from the database built by the European Commission and the ILO. Besides the actual text of the agreements, this database records various key pieces of information about GFAs, such as the name of the company, the labour signatories, the sector in which the company operates, the date of signature, etc. It also offers the possibility to narrow the list of agreements down based on the topics each deals with, be this social dialogue, equal opportunities, restructuring, data protection, etc. One of the themes available is Sustainability, Governance and Ethics. The pool of 80 agreements is the list obtained after narrowing down the search based on this criterion.

A purposive selection among this pool of 80 potential cases requires to have an overall idea of what these agreements contain. Gathering information from the European Commission and ILO database, the EGFA dataset has been built, keeping a record of various key characteristics: the name of the company, the date on which it was signed, the main topic dealt with, the country where the company is headquartered, the sector in which it operates, the signatories on both sides, the international environmental standards mentioned, the references to other related documents and mostly the company's CSR instruments, the implementation and dissemination mechanism, the review and monitoring procedure, the dispute settlement and sanction mechanisms, the duration, and finally an extensive record of all the provisions concerning environmental issues.

**Stage 2** – Before beginning the analysis, it should be noted that, even though the list contains 80 agreements, these were signed by 67 companies as a handful of them are party to more than one agreement, which automatically reduces the pool. Some entries in the European Commission and ILO database did not provide the text of the agreement, consequently these have been excluded too<sup>21</sup>.

At this stage, only a number of key features of the analysis relevant for the case selection are emphasised. A complete analysis of the dataset is presented in the finding chapters alongside the analysis of data from other sources.

First, three basic statistical conclusions have been drawn, and relate to the prevalence of EGFA's in certain countries and sectors, and who the most likely signatories are:

- Geographically, French companies lead the way by far, with 15 agreements signed. They are followed by German and Spanish companies with 11 agreements respectively. After these come Italian, Belgian, Norwegian and Swedish companies, with between 7 and 4 agreements. Even though there is a clear pre-eminence of companies headquartered in Europe, the model exported itself outside of Europe with 12 agreements signed by companies based mainly in Brazil (4 agreements) and the US (3 agreements).
- In terms of sector, manufacturing is by far the sector in which the most agreements have been signed (34 agreements), followed by construction (12 agreements), information and communication (8 agreements), electricity, gas, steam and air conditioning supply (6 agreements). The other sectors represented in the data include financial and insurance activities, mining and quarrying, professional, scientific and technical activities, retail,

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<sup>21</sup> See Appendix 4 (p328) for the complete list of companies (the company names are used as a shorthand for the agreements).



transportation and storage, and finally water supply, sewerage, waste management and remediation activities<sup>22</sup>.

- The signatories on the employees' side<sup>23</sup> usually involve more than one organisation. The most common combination by far is the association of a GUF and national trade unions (34 agreements), with national trade unions being from the country where the company has its headquarters. The second most common signatory is a GUF on its own (15 agreements), followed by EWCs (7 agreements). Among the GUFs, IndustriAll is the biggest signatory with 36 agreements, although it should be said that some of those agreements were signed before the creation of IndustriAll in 2012 and were signed by the International Federation of Chemical, Energy, Mine and General Workers' Unions (ICEM) and International Metalworkers' Federation (IMF), respectively 9 and 14 agreements.
- The analysis also reveals that agreements vary greatly in terms of detail concerning both substantive (the environmental provisions per se) and procedural provisions. The agreements are rated according to a simplified version of the analytical framework provided in Appendix 5<sup>24</sup>, and subsequently ranked according to procedural provisions, substantive environmental provisions and a combination of both<sup>25</sup>.

**Stage 3** – A critical stance informs this study, and hence the case selection as well. If identifying the problem and working towards a solution for social change is at stake, then cases become more informative the more detailed and advanced the GFAs are. Therefore, using the ranking, the combined level of detail of substantive and procedural provisions has been used to eliminate the more basic agreements.

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<sup>22</sup> It should be mentioned that, for the purpose of classifying the agreements by sector, a different classification from the one provided in the European Commission and ILO database is used, as it contains some errors. Instead, the NACE codes corresponding to the main activity of the companies concerned as recorded in the database of companies provided by Dow Jones Factiva has been used. Only the general sector is accounted for, corresponding to the letters (A to U) of the classification. This difference in method results in significant differences in terms of sectoral classification, and especially as the European Commission and ILO database does not count manufacturing as a sector but operates a distinction based on the products that the company actually manufactures.

<sup>23</sup> On the corporate side, the vast majority of the agreements are signed by the company's top management. Therefore, this is not be used as a criterion for selection. It is nevertheless worth mentioning that some agreements specifically mention the involvement of human resources representatives, these being sometimes the only signatory on the employer's side.

<sup>24</sup> The framework presented in Appendix 5 (p329) is the latest version that was used for the complete analysis of the dataset as presented in the finding chapters.

<sup>25</sup> See extract of ranking system in Appendix 6 (p333).

In geographical terms, the prevalence of French companies in the dataset, a prevalence significantly more pronounced among more detailed agreements, has led to the selection of three French companies.

Regarding labour signatories, agreements signed exclusively by workplace representatives – usually EWCs and WWCs – have voluntarily been excluded, as, given the focus of the study on union actors, the presence of at least one union actor was indispensable. The degree of inclusivity in terms of labour actors was also considered.

In terms of sector, the selection has also been informed by the fact that the study investigates environmental regulation, as a result sectors where environmental challenges are more pressing are considered more relevant.

### *3) A brief description of the selected cases<sup>26</sup>*

**EnergyCo** – The first agreement selected – which is used as a proxy for the case – ranked first in terms of procedural provisions and third in terms of both substantive environmental provisions and the combination of procedure and substance. It was signed by a French company in the energy sector.

It was selected in first place as it is the most inclusive in terms of labour actors, involving two GUFs, four French unions, four British unions, two Belgian unions and four Italian unions.

The particular relevance of the energy sector when it comes to environmental issues, as well as the fact that this company has a long experience of GFAs (they have signed three agreements in total), also served to confirm the selection of this particular case, as the main case.

**BeverageCo** – The second agreement selected ranked second<sup>27</sup> in terms of procedure, substance and the combination of both.

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<sup>26</sup> See full case profiles in Appendix 7 (p334).

<sup>27</sup> The best ranking agreement has been excluded on the ground that it was signed by an EWC and did not directly involve any union actors.

Even though it involves only one union actor – a European union federation rather than a GUF, it has been selected as it was signed by a French company in the manufacturing sector, hence representing the most common type of agreement.

The company that signed the agreement is not only active in the manufacturing sector, but also manufactures agricultural products (in this case, beverages), which is particularly relevant when it comes to environmental issues.

Finally, this case was expected to provide additional insight as it was implemented for four years but not renewed at the end of this period of time.

**FoodCo** – This final case was selected later on in the study as a control case. The company concerned has over the years signed many GFAs, although none of them directly tackle environmental issues. Nevertheless, it has negotiated agreements on health and safety, as well as on company restructuring and training, which could hypothetically cover issues related to the environmental agenda. Indeed, early interviews with experts from the GUFs revealed that such issues are being discussed as part of the dialogue established as a result of the long tradition of implementation of GFAs between this company and the relevant GUF.

This company is also headquartered in France and is active in the manufacturing of agricultural products (in this case, food products, mainly water, dairy and health foods).

### **C. Planning data collection**

Given the complexity of the processes under scrutiny within the unit of analysis and outside, the data collection strategy must reflect the relevant scales, both geographical and organisational. Three levels – macro, meso, micro – have been defined in relation to both the concepts and actors involved (see diagrams above).

Data collection involved both primary data and secondary data and focussed on two aspects: the context (including how it interacts with the phenomenon), and the phenomenon itself.

### 1) Planning interviews

The interview plan includes management and labour perspectives and has been carried out as follow (see table 2):

<b>Levels</b>	<b>Interviewees</b>	<b>Interviews carried out</b>	<b>Number of participants</b>
<b>Macro</b>	Policy informants: <ul style="list-style-type: none"> <li>• ILO</li> <li>• UN Global compact</li> <li>• OECD (Guidelines for Multinational Enterprises)</li> <li>• TUAC</li> <li>• BEA</li> </ul>	11	14
<b>Meso</b>	Relevant actors: <ul style="list-style-type: none"> <li>• Management representative at headquarter, usually HR</li> <li>• Representative of signatory GUFs</li> <li>• Representative of national signatory unions</li> <li>• Representative of foreign national signatory unions</li> <li>• Implementation committee secretary</li> <li>• EWC representative</li> </ul>	9	9
<b>Micro</b>	Relevant actors: <ul style="list-style-type: none"> <li>• Local unions or workers' representation</li> </ul>	2	3
<b>Total</b>		24	26

*Table 2 – Interview plan*

As shown in the actors' diagram (Fig. 4), navigating the macro level is quite complex. As a result, only the most relevant organisations have been selected, and within those organisations, the interview plan targets policy informants, understood as experts in the field who can give an idea of the bigger picture (Arias Loyola, 2016). The first three organisations – the ILO<sup>28</sup>, the UN Global Compact and the OECD – were chosen based on the analysis of the use of standards in environmental GFAs (as explained above). The selection of the Trade Union Advisory Committee

<sup>28</sup> The ILO, as a specialised agency of the UN, is also involved in the larger policy of the UN, in particular its environmental policy.

(TUAC) was motivated by its privileged role in the functioning of the OECD<sup>29</sup>, which makes it particularly relevant when investigating the involvement of labour in environmental regulatory processes. The International Trade Union Confederation (ITUC) was also added to the list as it enjoys a privileged position at the macro level too<sup>30</sup>. Finally, for the sake of balance, the Bureau for Employers' Activities (BEA) – the employer organisation within the ILO – was also selected, but declined to participate arguing that it did not have any relevant information on the negotiation and implementation of GFAs, as the topic does not fall into its portfolio of activities.

The selection of participants at the meso level is rather straightforward. On the management side, interviews must cover the signatories at headquarter level, which geographically coincides with the country where the company is based. On the union side, four types of signatories have been identified: international unions (the Global Union Federations and European Federation in one of the cases), headquarter and foreign national unions (based either in the country where the company has its headquarters, or where the company has subsidiaries, branches, suppliers or contractors), and worker representatives (European or World Works Councils). Interviews therefore targeted representatives of each type of organisation (providing they are signatories).

The three agreements set a committee competent to follow the implementation (this coincides with the works council for cases 2 and 3). So, a representative of this committee was also interviewed, where possible and relevant.

At micro level, time constraints obviously impose on the choices to be made, as the production network of all three company often extends to all five continents. As mentioned before, each case is restricted to two countries: France and the UK<sup>31</sup> and this level has been covered through interviews and focus groups.

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<sup>29</sup> The OECD engages with civil society, in particular with business and trade unions. On the labour side, this collaboration is formalised and takes the shape of a specific committee, the TUAC. TUAC gathers national trade union centres originating from OECD member States. TUAC contributes to the work of the OECD in all areas – including sustainable development, and throughout the OECD, at the annual Ministerial Council Meeting, in Committees and Working Groups, and G20 and G7 processes. TUAC works closely with its affiliates, but also with international trade unions, namely the ITUC and GUFs, to form the Council of Global Unions.

<sup>30</sup> The ITUC Geneva office acts as the secretariat to the Workers' Group of the Governing Body of the ILO. It also belongs to the Council of Global Unions along with the GUFs and TUAC. It also has general consultative status (the highest status) with the UN Economic and Social Council (Ecosoc) and engages with the work of the United Nations Environment Programme (UNEP), through its Civil Society Unit. And finally, the General Secretary of the ITUC sits on the board of the UN Global Compact.

<sup>31</sup> A couple of interviews were also carried out (on-line) in Québec in the context of EnergyCo.

## 2) *Planning focus groups*

Two focus groups have been organised, both relating to EnergyCo and gathering union representatives exclusively (see Table 3 for composition).

	<b>Number of participants</b>	<b>Characteristics</b>
<b>Focus group 1</b>	8	<ul style="list-style-type: none"> <li>• All participants are UK based and affiliated to one specific union</li> <li>• Two national centre representatives</li> <li>• One regional union officer (attached to specific company location)</li> <li>• Three workplace representatives (construction)</li> <li>• Two workplace representatives (energy generation – nuclear)</li> </ul>
<b>Focus group 2</b>	6	<ul style="list-style-type: none"> <li>• All participants are UK based and affiliated to one specific union (different from focus group 1)</li> <li>• Two national centre representatives</li> <li>• Three workplace representatives (energy generation – nuclear – different locations)</li> <li>• One workplace representative (energy generation – renewables)</li> </ul>

*Table 3 – Focus groups composition*

## 3) *Data collection tools*

**Interview guides** – Interviews are semi-structured to accommodate various contexts, but also to ensure that participants are able to express themselves while at the same time staying on topic.

Interview guides are articulated around key themes that are themselves deduced from the theoretical framework. The list of themes is structured in such a way to go from broad issues to narrower ones. Each theme is accompanied by a list of prompt questions to ensure the smoothness of the exchanges.

There are three versions of the guides<sup>32</sup>: one for representatives of management, one for representatives of unions and one for informants (macro level). Overall, these follow an identical structure, but small adaptations were necessary as some themes would have been irrelevant in certain situations.

**Focus group guide** – The approach adopted here was to focus on what the company is doing in relation to environmental issues and how workers and their representatives are involved in this process. To make the link with the agreement signed by the company, the interviews were theme based, and the themes reflect the GFA’s environmental provisions.

The conduct of the focus group was divided in 8 consecutive steps. First, the participants were invited to introduce themselves and spend some time reflecting on their engagement with unions and with environmental issues. Then, the research project was summarised and ground rules presented. Two focussing exercises were then carried out (Robson et al., 2001), the first consisting of associating images with concepts and with the second asking participants to choose which topic they would like to deal with first. After that, all the topics were covered. A series of prompt questions were drafted in advance to facilitate the discussion if necessary, as well as additional questions (not theme specific). Finally, the participants were given the opportunity to debrief<sup>33</sup>.

## **D. Organising, analysing and interpreting the data**

### *1) Building the datasets*

**The EGFA dataset** – At the stage of analysis, the list of agreements was reduced to 62 as a result of the fact that, where companies had signed several agreements, only the latest version was included, with one notable exception. The company in EnergyCo has negotiated a GFA with

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<sup>32</sup> See Appendix 8 (p350) for the three versions of the interview guide.

<sup>33</sup> See also Appendix 8 (p350) for the focus group topic guides.

unions four times – although the second and fourth time only led to the extension of the existing agreement – and these two versions of the GFA have also been compared.

The dataset is built upon the content of selected EGFA. It contains quantitative information (such as the year of signature, the country in which the signatory TNC is headquartered, the sector in which it operates, the specific coalition of labour actors who signed the agreement, etc.) and qualitative information (all environmental provisions have been recorded as such, in addition to provisions on supply chains, dissemination, implementation and monitoring, and dispute resolution). All of which has then been imported as a mixed dataset into Nvivo. Qualitative elements have been coded as nodes, and quantitative elements as attributes.

**Interview and focus group dataset** – Interviews and focus groups were carried out online using a video conferencing software and recorded using the software’s recording functionality. The recordings were later transcribed and uploaded into Nvivo.

In Nvivo, transcripts of interviews and focus groups have been uploaded in different files. They were then auto-coded by speaker name and a case created for each participant – including individual focus group participants. For the interview participants, each Nvivo case was assigned three attributes based on the level (micro/meso/macro), the category (management/union) and the case (1/2/3). For informants not assigned to a particular case, the latter attribute was registered as non-applicable.

## 2) *Organising the data*

Concerning data analysis, Mabry (2008, p214) describes two strategies: constant comparative method that she describes as more relevant for grounded theory, and thematic analysis where the objective is to identify emerging patterns from an iterative review of the dataset. The second strategy is selected for this study.

**Coding of EGFA dataset** – Through the iterative analysis of the EGFA dataset in Nvivo, qualitative elements of the dataset were coded as nodes, and additional quantitative information



recorded through the creation of additional attributes. This process resulted in an operationalisation of the analytical framework of breadth, agency and depth (see Table 4)<sup>34</sup>:

<b>Breadth</b>	Scope
	Labour signatories
	Link to legal instruments
	Link to company CSR
	Provision on dissemination

<b>Agency</b>	Connection between environmental and procedural provisions
	Union access to the workplace
	Provisions on implementation and monitoring
	Provisions on dispute settlement

<b>Depth</b>	Location of the provisions
	Level of commitment
	Relationship between labour and nature
	Themes

*Table 4 – Analysis of EGFA dataset, breadth/agency/depth framework*

**Coding of interview and focus group transcripts** – The same three dimensions (breadth, agency and depth) were used to code the interview and focus group data. Three rounds of coding were carried out (Maxwell and Chmiel, 2014, p21). The first aimed at organising the data in relation to the three dimensions. The second round focussed on the substance of the data, the objective being descriptive and to remain close to the data by recording emerging themes. The third round connected the data to the theoretical framework<sup>35</sup>. All along the process of coding, reflective notes were recorded (Saldana, Leavy and Beretvas, 2011, p89).

<sup>34</sup> See Appendix 5 (p329) for a more detailed version. Greyed cells correspond to qualitative information, the others to the additional attributes created in Nvivo.

<sup>35</sup> See codebooks in Appendix 9 (p358)

### *3) Analysing the data*

**The EGFA dataset** – Even though EGFAs vary widely in terms of signatories and content, the EGFA dataset is still exclusively constituted of agreements that share a number of formal similarities. Specifically, the qualitative parts of the dataset – the environmental provisions, the provisions on supply chains, dissemination, implementation and monitoring, and dispute resolution – are rather easily categorised and sub-categorised. As a result, a quasi-quantitative approach – based on the established method of content analysis (Silverman, 2020) – was chosen for the analysis of this part of the data, ultimately identifying the most common types of provisions and recording the most advanced ones.

Basic statistical analysis was performed for the quantitative elements of the dataset, evaluating changes in time, across countries and sectors; measuring the most common configurations of the labour signatory coalition, the legal instruments most frequently used, the connection to company CSR, and the variation in scope.

To combine the quantitative and qualitative elements of the dataset, the quantitative elements were recorded as the ‘demographic’ variables and analysed in relation to the categories and sub-categories of qualitative elements. In practice in Nvivo, various queries along three dimensions – time, sector and country – were run to identify patterns.

**Interviews and focus group dataset (Framework analysis)** – The approach selected here is broadly defined as thematic analysis, and the sub-category known as framework approach. In a nutshell, it consists in identifying some key themes and sub-themes and creating a two-dimensional table, with one dimension displaying the themes and the other displaying the cases or the variables (Clark et al., 2021).

Such an approach requires the identification of the main themes as a first step, mostly resorting to more traditional iterative methods of thematic analysis. Based on the strategies developed by Ryan and Bernard (2003), particular attention was paid to repetitions and theory-related material.

Practically, this is easily done using first the coding function and then the matrix function in Nvivo. The documents generated present the main sub-themes (Nvivo codes) along one dimension and participants – organised by level – along the other. As one would expect, these tables can be very dense. Therefore, following this initial step of ‘data condensation’, Miles, Huberman and Saldaña (2020) recommend proceeding to work on data ‘display’ and identify different type of display –

matrices, networks and graphics. The matrix display was used in this study, which consists in summarising the data in readable and immediately accessible fashion<sup>36</sup>. The final step involved noting patterns and drawing conclusions based on them.

**Group interactions (Focus group extracts<sup>37</sup>)** – To account for group interactions, studies often engage with a combination of conversation analysis (Snidell and Stivers, 2012) and discursive psychology (Puchta & Potter, 2004, p2) and use linguistic tools to break down interactions (Grønkjær et al., 2011; Kristiansen and Grønkjær, 2018). Nevertheless, a distinct approach inspired by Fischer and Young (2007) has been adopted here, consisting in reconstructing the exchanges between participants in light of conceptual and theoretical considerations. In practice, the analysis of themes was combined with an emphasis on levels of agreement and disagreement. In addition, the focus group itself is considered as an arena for the negotiation of social norms, and therefore the analysis focussed on the most relevant sequences of the transcripts in terms collective sense-making processes (Kristiansen and Grønkjær, 2018).

\* \* \*

To conclude this chapter, it is important to reflect on how the research questions and objectives, the analytical framework, the methodology, and the methods for data collection and analysis all fit together. Each research question conveniently corresponds to the three dimensions of the analytical framework: breadth, agency and depth.

The first dimension – breadth – aims at distinguishing the case from its context, and the relationships that exist between the two. It offers the opportunity to understand how EGFA fit into the architecture of the transnational regulatory system (first research question).

In this regard, the analysis of the text of GFAs – and in particular the list of signatories, the sector of activity, its scope and the use of existing standards – indicates the priorities for the investigation

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<sup>36</sup> See example of such display in Appendix 10 (p367).

<sup>37</sup> See full focus group transcript extract in Appendix 11 (p369).

of the social and legal contexts. The connection between case and context is also addressed, as a theme, during all the interviews carried out with management and union representatives involved in each case. In addition to targeted themes about the influence of the sector and the relationship with standard setting organisations, specific examples of good practices or the existence of tensions in specific locations are sought after. The relevant context is further investigated through semi-structured interviews of informants (Arias Loyola, 2016), and more specifically experts in standard setting organisations. Finally, the process is complemented with the analysis of secondary data, and in particular the universal registration document of the companies under investigation.

With regard to Bourdieu's sociology, mapping the relevant fields and the actors that populate them precisely constitutes a way to separate the case from its context, and understand this separation on a more conceptual level.

The second dimension – agency – relates to several processes: the way the labour coalition that signed the agreements has formed and continues to function after the implementation phase began, and specifically how this coalition engaged with environmental issues during that process. Ultimately, the purpose is to explain how the various components of the international labour movement interact with one another to drive the inclusion/implementation of environmental provisions in GFAs (second research question). To inform this specific aspect, semi-structured interviews target a number of representatives of the various organisations involved in the coalition, and at least the representative of the GUF or EUF, as well as a variety of national actors, which include representatives from the country where the company is based, foreign national union representatives, and local union representatives present in the workplace.

The question also addresses how this coalition interacts with the management of the company and is designed to measure the nature and level of agency granted to labour on environmental issues in a space where management assumes a dominant position. This question is approached from three angles. The analysis of the text of the final GFA sets the scene in terms of labour agency and is therefore addressed first. This initial step is followed by semi-structured interviews targeting management representatives at headquarter levels (most likely the human resources department). Through these interviews, the way management perceives the role of labour on environmental issues is interrogated. Finally, this is also a theme in interviews with union representatives, which enquire about how they perceive themselves, how they engage with these issues, and what strategies they implement to put their demands across. These interviews cover both union representatives directly involved in the negotiation and implementation of EGFAs, and

informants, the objective being to explain how agency at one scale is connected with agency at other scales.

Conceptualising these interactions in terms of Bourdieu's thinking tools of field, habitus and capital allows to build a bridge between empirical data and theory, an indispensable step in qualitative case study designs.

The third dimension – depth – resonates more strongly with the critical stance of the study and relates to the reflections on the relation between nature and labour within capitalist systems. The objective is to assess how the actors' understanding of the relationship between labour and nature influences their practices as environmental regulators in the context of EGfAs (third research question), and, ultimately, to evaluate whether GfAs can be instruments of change. It also provides the opportunity to reflect on how abstract ideas are embodied in concrete events and behaviours, a central function of Bourdieu's thinking tool of habitus. In practice, this consideration runs through all the semi-structured interviews as a central theme, but is also part of the interpretation of concrete events described by participants.

## **PART III**

## **FINDINGS**

# CHAPTER V

## MAPPING THE FIELDS

This chapter corresponds to the first research question and the ‘breadth’ of the analytical framework, which concerns the mapping part of the analysis by asking how EGFAs fit into the architecture of the transnational regulatory system.

In the framework of analysis, the overall analytical approach was operationalised through five practical steps: 1) assess the interactions between the field under study and the field of power, 2) analyse the (re)definition of the boundaries of the field, 3) examine the entry of new agents who have the potential to disrupt the field’s logic, 4) determine the power relations between dominant and dominated agents within the field, and 5) evaluate the degree of synchronization or desynchronization of the field and the field-specific habitus (Boyer, 2014, p117). This chapter’s main objective relates to steps 1 and 2 by identifying the fields relevant for the study of EGFAs and drawing boundaries around them, through the analysis of the actors involved and some of the more formal rules they have agreed on. Then, the connection between these particular fields and the field of power is established, and the most relevant characteristics of the latter for the processes at play in the former are emphasised. The main relevant field – hereinafter the field of inquiry or simply the field – is the subject of section I, whilst other relevant fields, including the field of power, and their connection with the field of inquiry are the subject of section II.

Ultimately, the argument is that to understand the processes at play in the negotiation and implementation of EGFAs, it is essential to zoom out and consider a broader range of actors, as well as emphasise connections with other processes of regulation.

# I. IDENTIFYING THE FIELD OF INQUIRY – FOCUS ON EGFAs’ ORGANISATIONAL SCOPE

## A. Mismatch between labour signatories and EGFAs’ scope – The central role of GUFs

**General data** – Regarding labour signatories, most agreements are signed by a GUF, but a significant number also include one or sometimes several national unions (see Fig. 5). National unions are unions based in the country where the company is headquartered, and also, although more rarely, unions based in countries where the company operates.

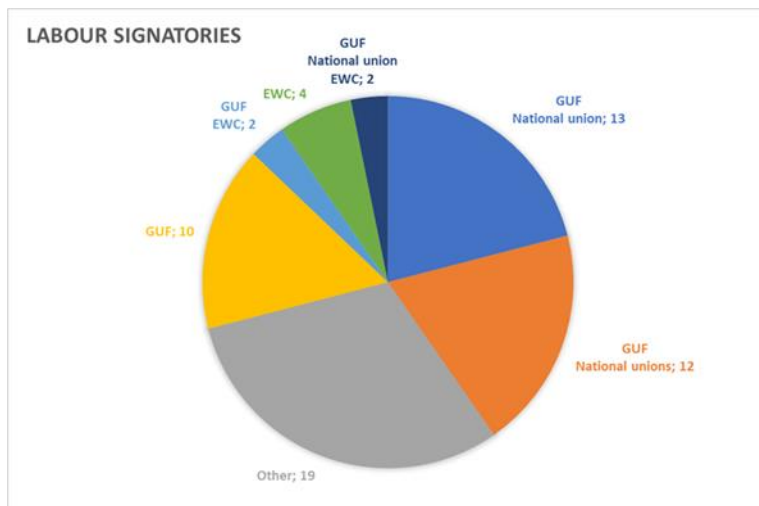


Fig. 5 – Labour signatories of EGFAs

**The cases** – General data show that complex labour coalitions are by no means the rule. For instance, BeverageCo and FoodCo represent the simplest negotiation configuration – only one GUF (or EUF), with BeverageCo’s agreement signed by its CEO and EFFAT, and FoodCo’s by the company’s management and the IUF.



In BeverageCo, the company's initial wish was to negotiate with the EWC but union representatives explained that the EWC was not entitled to negotiate such agreements, and suggested EFFAT – the European union federation for the sector – as an alternative bargaining partner, with the EWC being kept abreast of the debates.

In contrast, EnergyCo sits at the other end of the spectrum in terms of the breadth of the labour coalition that signed the agreement. On the union side, the agreement was signed by two GUFs – IndustriAll and PSI – and by unions coming from four different countries – France, the UK, Belgium and Italy, which correspond to the countries where the company has most of its activities. In France, the four main national union organisations are represented (CFE-CGE, CFDT, CGT-FO, CGT). Similarly, four national organisations took part to the negotiation in the UK (Unison, Prospect, Unite and the GMB). In Belgium, two sectoral organisations signed the agreement; they are respectively affiliated to the two main national union organisations (FGTB and ACV/CSC). Finally, in Italy, four sectoral organisations respectively affiliated to the three main national organisation and represented by a single person are considered signatories (CGIL, UIL, and CISL). Having a large coalition of unions means that affiliation to GUFs is not as straightforward as one might think. It is the sector of activity that determines affiliation and the organisation of sectoral representation at national level, which at international sectoral level can lead to rather complex situations, whereby national sectoral unions are affiliated to either, both or neither GUFs. This highlights the fact there are no clear hierarchical relations between national and international union representation.

Additional difficulty includes the fact that such agreements – and in particular provisions on union rights – apply to workers who are not, even indirectly, party to the agreement. This can be the result of the fact that their representative organisation is not affiliated to the GUF. Interestingly, six EGFAs signed by BWI specify that only construction activities are covered:

‘In this spirit Dragados, S.A., and the BWI, shall work together to ensure effective application at Dragados S.A. in its exclusive area of construction, of the following conditions [...]’ (Dragados, p5).

Perhaps more importantly, historically a central objective of GFAs in general is precisely to enhance union rights, in particular freedom of association, with most GFAs – and EGFAs by extension – addressing this issue (Frapard, 2016).

Regardless of the degree of complexity of the labour coalition negotiating EGFAs, the analysis of the EGFA dataset and the cases illustrates the central role played by the GUFs in the negotiation of EGFAs, making them a potentially powerful actor – at least on the union side – whose positioning is all the more important to assess. This does not exclusively rely on hierarchical relationships but rather on complex connections with other scales of union representation, namely national organisations, workplace representatives and possibly EWCs.

## **B. Mismatch between management signatories and the scope of EGFAs – structural coordination challenges**

### *1) The connection between scope and dissemination practices – dealing with corporate levels*

**General data** – The large majority of EGFAs are global in scope – 53 out of 62, the others cover specific regions of the globe, the main one being Europe with five agreements.

But to understand the implementation scope of EGFAs, it is essential also to look at their provisions on dissemination of the agreement itself and of information about it. Here again, some agreements do not contain any provisions or only contain nonspecific provision:

‘Acciona, S.A., will provide verbal or written information related to this agreement to the organization’ (Acciona, p7).

The most common provisions on dissemination include a combination of:

Information of all employees (36 agreements):

‘The employees of the company will be informed, either orally or in writing, of all the provisions of this framework agreement, in accordance with the relevant legal form and/or local practice’ (EADS, p6)

As well as information of local managers (25 agreements):

‘SCA will inform its business groups about the existence and the content of this agreement. SCA will take necessary steps to make all local site management aware of their obligations according to this agreement’ (SCA, p4).

And local unions and workplace representatives (17 agreements):

‘FNV KIEM agrees to inform its associate trade union organizations in the countries concerned of the existence of this agreement, so that the parties on both sides shall be fully and equally informed about the contents of this agreement’ (Euradius, p5).

Dissemination provisions also often foresee the translation of the agreement in the relevant languages (24 agreements):

‘Enel make sure that this agreement will be disseminated to workers and management in all the languages concerned’ (Enel, p21).

And more rarely the publication on the company website (5 agreements):

‘These agreed Principles shall be valid worldwide for all subsidiaries. Through their publication on the internet/intranet, ThyssenKrupp shall ensure that this Agreement is brought to the knowledge of employees and can be implemented in the subsidiaries’ (ThyssenKrupp, p3).

More advanced agreements include training on the content and purpose of the agreement (5 agreements):

‘All Units and sites ensure that all employees are properly informed and trained, if needed about the content and implementation of the Agreement’ (Umicore, p5).

And provisions on the timeliness of the dissemination, usually within a few months of the signature (5 agreements):

‘This Agreement will be made available in the usual Umicore languages to the management, the workers' representatives and employees of all operations throughout the Group within the first 3 months of signing’ (Umicore, p5).

**The cases** – The EnergyCo agreement is the most thorough in terms of the extent of its dissemination provisions. To promote local implementation, several steps must be followed: translation and circulation of the agreement (including through the company’s intranet and internet

website, along with the GUFs' websites), drafting and circulation of material introducing the agreement's provisions to HR directors, managers and employees, and finally incorporating the agreement's commitments relating to suppliers and subcontractors in the EnergyCo Sustainable Development Charter<sup>38</sup>.

This brief overview of the dissemination provisions found in EGFAs shows the crucial role of dissemination provision in materialising the scope of the agreements. It also highlights the large range of actors potentially involved in their implementation and the challenges that this entails, from those related to language barriers to the need for cooperation between various levels, and specifically headquarter and local levels. More importantly, it shows that not all agreements address these challenges at the negotiation stage.

Nevertheless, this issue of dealing with levels raises the question of how EGFAs, signed by the parent company at corporate level, generally define their organisational scope in terms of the company's vertical organisation.

## *2) Vertical coordination challenges and EGFAs organisational scope*

**General data** – Nearly half of EGFAs are not specific in terms of scope and usually mention the organisation, the company's activities, operations, etc (27 agreements):

‘All employees will be made aware of this European Social Charter, which is applicable to all Bouygues Group activities’ (Bouygues, p1).

The other half of EGFAs makes reference to conditions of ownership with varying degree of detail, from brief mention of subsidiaries (23 agreements):

‘This agreement [...] covering all Enel operations and subsidiaries throughout the world, provides a commitment to good industrial relations with trade unions’ (Enel, p6).

to details in terms of percentage of ownership and procedure in the event of changes in the corporate structure:

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<sup>38</sup> For extensive account of the provisions, see Appendix 7 (p334).

‘This agreement applies to the entities over which the Group exercises a dominant influence, be it through direct ownership, financial participation or governance rules. When an entity leaves the perimeter of the Group as defined above, this agreement ceases to apply to it. Conversely, when an entity enters its perimeter, the signatory parties undertake to carry out all necessary steps to integrate this company within the effective implementation of the agreement’ (Arcelor, p2).

In a significant portion of agreements, a distinction is operated between integrated operations and suppliers and contractors:

‘This global framework agreement applies directly to the entire consolidated automotive division [...], to current and future subsidiaries over which the Group exercises a dominant influence.

[...] Furthermore, certain provisions are directed to suppliers, sub-contractors, industrial partners and distribution networks.’ (PSA, p6).

As a result, to fully grasp the extent of the scope of GFAs, it is also important to ascertain whether (or not) the supply chain is included within the scope of the agreement. In the sample of this study, a majority do, with 38 agreements against 24 including the supply chain in the scope.

**The cases** – In contrast to BeverageCo, the agreement signed by EnergyCo covers the subject of suppliers and subcontractors quite extensively. The company implements procedures for selection and evaluation, which include requirement in relation to employee health and safety, including the applicable international standards, and respect for the environment. If repeated breaches of the agreement, the law, the rules relating to employee health and safety, and the environmental regulations in force are observed and remain unchanged after notification, the contractual relationship may be terminated. In addition, if all trade union federations in the Group identify a supplier as having practices that are not in accordance with the agreement, management will have to carry out an analysis and give feedback (EnergyCo – GFA, 2018, pp6-7).

Compared to the previous agreement, the 2018 agreement now mentions suppliers in addition to subcontractors and foresees the possibility for unions to report breaches by suppliers.

Interestingly, FoodCo shows that practices around the inclusion of supply chains can evolve over time. Indeed, the last three agreements negotiated between FoodCo and the IUF contain references to the supply chain, as the company commits to circulate the agreements to its suppliers and subcontractors. They respectively address diversity, health, safety, working conditions and

stress, and sustainable employment and access to rights, which deals specifically with the issue of direct employment and the restriction of labour outsourcing practices.

**Participants' contribution** – This concern for the inclusion of the supply chain in the scope of GFAs – and, as a result, the inclusion of procurement activities – is echoed by a representative of IndustriAll, who emphasises how essential it is to include suppliers and sub-contractors, taking the example of oil companies:

‘They have around 80%, 82% of the workforce that is working for contract companies, so they only have 20% of own workers, the 80% is working for subcontractors [...] [who] pay less, not giving the proper health and safety, the protection equipment [...] and we know from many companies that they are exactly the same, I mean the workers are exactly the same, they are also wearing the same work clothes with the same logo in the back, everything is the same, but one is working for the main company and another one is working for the contract company’ (interview IndustriAll-2).

IndustriAll’s commitment to a broad scope is reflected in the general analysis of EGFAs, with 20 out of 26 agreements signed in the manufacturing sector including the supply chain in their scope. This relates to IndustriAll’s policy for signing GFAs (IndustriALL, 2012), which stipulates that the inclusion of the supply chain constitutes a red line during negotiation.

Nevertheless, when it comes to the supply chain, the coordination challenges between levels and actors described above are amplified as the signatories of the GFAs on the management side no longer have direct control. In addition, an expert from the ILO pointed out that:

‘An enterprise changes a lot, there is enterprise restructuring, you lose one subsidiary, you obtain another one, one subcontractor goes bankrupt et cetera. So a company is not a homogenous actor, so it is very difficult to have a full control on the other side of the table or to have a full understanding of who is on the other side of the table and of course there is also a lot of fragmentation when it comes to multinational companies, sometimes they are not even aware, they themselves, the managers, they're not even aware of who are their subcontractors et cetera’ (interview ILO-2).

An ITUC representative brings some nuance by saying that that as much as the issue of the supply chain is a challenge for the company:

‘There is complete [lack of] transparency deliberately in their supply chain, which limits their responsibility’ (interview ITUC-1).

Although, management in EnergyCo confirmed that challenges are not exclusively connected to the supply chain:

We are the parent company, we have subsidiaries. In these subsidiaries, even though we hold a very large majority, there are still boards of directors, with board members coming from the parent company but also others. So, we also have to convince them that our policies, our agreements are important for their activities”<sup>39</sup> (interview Management-EnergyCo)<sup>39</sup>.

The examples and extracts above emphasise the importance of taking into account the challenges associated with vertical coordination within the boundaries of the corporate structures. But they also show that perhaps, for the study of EGFAs, the boundaries of analysis should be extended to the real sphere of influence as more often than not GFAs are also conceived as a way to influence practices beyond corporate boundaries. Such observations challenge an understanding of GFA as a top-down hierarchical mechanism to export certain corporate practices.

An analysis of management signatories in relation to EGFAs’ functional scope appears to further such an understanding.

### *3) Horizontal coordination challenges and EGFAs functional scope*

**General data** – At the negotiating table on the management side, representatives of the human resources department are usually to be found, even though other functional divisions of the company – such as the director of social relations, the sustainable development director, the CEO in person, the procurement, business and legal division – can be in charge or represented (Frapard, 2016).

The details of the identity of the management negotiating team are not readily available in the database provided by the European Commission and the ILO, which mostly only mentions the person who physically signed the agreement, usually the CEO of the parent company. Only seven

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<sup>39</sup> The following interviews were carried out in French: Management-EnergyCo / Union-EnergyCo-1 / Union-EnergyCo-2 / National-Union-Canada / Union-EnergyCo-3 / Union-EnergyCo-4 / National-Union-France / Union-EnergyCo-5 / Union-FoodCo / Management-BeverageCo. Therefore, the quotes used in the findings were translated in English. An original version of the quotes, in French, can be found in appendix 12 (p375).

agreements provide such information, and in all these, the specification concerns the participation of representatives of HR.

Beyond the negotiation phase, HR can be involved at the implementation phase, with some agreements explicitly mentioning this particular role (7 agreements):

‘The implementation committee includes representatives from UNI Global Union and as far as possible a union representative for each geographical region – America, Asia-Pacific, Africa and Europe, the members of the secretariat of the Group Works Council, as well as representatives of the Human Resources division of the BNP Paribas Group’ (BNP Paribas, p19).

Or in the dispute resolution mechanism:

‘In a situation of conflict, the arbitration process will be mutually agreed by the EADS head of Human Resources and the European Works Council’ (EADS, p6).

As an indication of the need for horizontal coordination, some EGFAs also foresee for instance the inclusion of the principles they contain in other policies of the company (mainly procurement):

‘This agreement [...] will be available on the group’s website in the “sustainable development”, human resources (HR) and purchasing sections’ (Solvay, p15).

Or even foresee the participation of other functional divisions in the implementation process:

‘At Group level, a specific joint committee is responsible for monitoring the implementation of this agreement. Within this committee, the management will be represented by the Senior Vice President Human Resources and the Senior Vice President Environment, Health and Safety acting under the guidance of the Chief Executive Officer’ (Umicore, p5).

**The cases** – Indeed, in both EnergyCo and BeverageCo, it is HR representatives who are in charge of negotiating and implementing the agreements. In practice, EnergyCo’s management confirmed that, even though it is usually the HR director and the HR manager in charge who attend IC meetings, others can also intervene, such as:



‘a number of representatives of either functional divisions or subsidiaries, who are invited in front of the implementation committee according to the themes being dealt with’<sup>ii</sup> (interview Management-EnergyCo)<sup>40</sup>.

As a result, this suggests that implementing GFAs de facto requires convincing different functional divisions to take part and articulate their respective roles.

The extent of the scope of EGFAs points to the difficulties associated with their implementation. TNCs are very complex ecosystems and making EGFAs valuable by ensuring implementation beyond annual meetings of signatory parties requires tackling three organisational challenges involving three different types of actors: the organisational units of the company (the subsidiaries, regional offices, branches, etc), the functional divisions of the company, and the supply chain.

Organisational challenges are not though restricted to the management side. In the absence of clear hierarchical line of representation, interconnections between various levels of union representations must be considered.

It is therefore important to acknowledge such organisational fragmentation and the tensions it can cause, especially considering that there is a mismatch between the signatories’ representative functions and the agreements’ scope, both in terms of who benefits from their provisions and who is competent to implement them.

### **C. Drawing the boundaries of the field**

The analysis of the scope of EGFAs reveals the wide range of actors involved at different scales and in different places, thereby confirming the relevance of GPNs as a frame of analysis. The transnational scale at which EGFAs operates is at a sort of crossroad of several different levels, which cannot be considered in a discreet manner.

The involvement of such a large number of actors necessarily implies coordination challenges, but the data above show that these challenges are multi-directional and not only vertical and

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<sup>40</sup> See Appendix 12 (p375) for original quotes in French.

hierarchical, thereby confirming that an understanding of the processes as happening in three-dimensional space constitutes the best approach. These coordination challenges are also shared by both management and union actors, which is in turn bound to influence how they interact with one another at various scales.

To conceptualise this space as a bourdieusian field, it is important to ascertain the boundaries of the field, which also relates to what is at stake within the field. Uncertain hierarchies combined with a mismatch between scope and signatories also suggest that the processes at play in the negotiation and implementation of EGFAs are the result of interactions between management and union actors both internally and with each other, which involve political elements and the exercise of power. At this stage, it appears that the field encompasses industrial relations in a space whose boundaries correspond to the GPN and whose configuration is specific to each case.

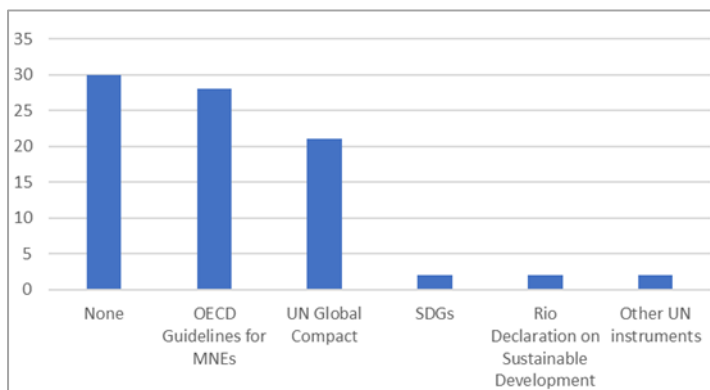
The definition of IR given in the first part of the thesis foresees a wider range of relevant actors, and notably the State. EGFAs operate at a transnational scale, a fluid scale where State actors and their roles are not clearly defined. Nevertheless, elements of the context surrounding the emergence of EGFAs can help identify what is at stake within the field of industrial relations in GPNs at a transnational scale, including in relation to the role of the State. The history of GFAs is inseparably linked to the realisation that the internationalisation of production processes through the increasing number of TNCs requires not only to regulate their activities beyond national borders, but also leverage their influence for regulatory purposes. At an international scale, such realisation has led to the multiplication of standards – including standards adopted by public organisations – and the correlative implementation by TNCs of ‘voluntary’ initiatives of regulation, such the adoption of codes of conduct. EGFAs constitute in many ways, the union movement’s answer, and a way to become involved. Therefore, their analysis should also be seen in the light of these developments.

## II. IDENTIFYING OTHER RELEVANT FIELDS – THE INSTITUTIONAL SCOPE OF EGFAS AND PROCESSES OF HYBRIDISATION

### A. Substantive hybridisation

#### 1) *The international scale and the use of international legal instruments*

**General data** – Regarding the use of references to international legal instruments, although the extension of the scope of ILO conventions remains the principal object of GFAs, references to other international legal instruments have found their way into the content of GFAs (see Fig. 6).



*Fig. 6 – References to international legal instruments in EGFAs*

The analysis of the agreements reveals that standards that address both labour and environmental issues, the principles of the UNGC and the OECD Guidelines for Multinational Enterprises, are increasingly common in GFAs. In 2018, Frapard (2018) showed the OECD Guidelines are mentioned by 21% of IFAs and 7% of EFAs, with a noticeable increase in their use since 2008, and the UNGC is referred to by 7% of EFAs and 17% of IFAs. By comparison, the use of these

two instruments is far more widespread in EGFAs with almost half mentioning the OECD guidelines and a third referencing the UNGC<sup>41</sup>.

**The cases** – EnergyCo and BeverageCo agreements refer to both the OECD Guidelines for Multinational Enterprises and the UNGC, the former also mentioning the SDGs, and the latter containing a commitment to a series of other standards: the GHG Protocol, the CEO Water Mandate, the Millenium Ecosystem assessment, ISO 14001 and 26000 standards, and the XP X30 027 standard (France). Most of FoodCo’s agreements do not necessarily refer to standards, except to ILO conventions occasionally. Interestingly, its latest agreement, signed in 2016, on sustainable employment and access to rights mentions the OECD Guidelines for Multinational Enterprises. Interestingly, EnergyCo constitutes a one-of-a-kind example as it refers to the ILO guidelines on Just Transition (ILO, 2015):

‘They actively support the principle of a "Just Transition" for a meaningful transition towards economies and companies that are environmentally sustainable for all, in accordance with the ILO’s guidelines’ (EnergyCo – GFA, 2018, p11).

**Participant’s observation** – Outside of ILO conventions, the use of standards is more readily talked about by management representatives. Management in both EnergyCo and BeverageCo agreed that the adoption of standards – in particular by the UN, such as the SDGs, the Ruggie principles, the UN principles for responsible investment, etc. – provide a useful reference point:

‘In 2019, we launched this new strategy for 2030, which is based on the SDGs. Since the adoption of the SDGs in 2015 by the UN, we wondered if that was the common language that would allow us to have a CSR strategy, which would be understandable by others’<sup>iii</sup> (interview Management-BeverageCo).

But the adoption of these UN-based standards also changed the regulatory landscape:

‘And now there is what we call a hardening of soft law, meaning that on these subjects, we go from a voluntary approach to one that is a lot more constrained, and there is actually a treaty that is being negotiated at the UN, which would oblige companies on these subjects’<sup>iv</sup> (interview Management-EnergyCo).

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<sup>41</sup> They are in fact often used in conjunction.

In turn, an ILO expert has acknowledged that those instruments do influence the content of GFAs:

‘There are links, there is a link with CSR, there is a link with international regulations like the OECD MNE statement or declaration, and the MNE declaration of the ILO, the United Nations guiding principles due diligence so. And these international documents progressively shape international framework agreements, and the content of international framework agreements as well’ (interview ILO-2).

Management is not the only influence here as one participant involved in the negotiation of the EnergyCo agreement reported that unions insisted on having an express mention of existing standards in the agreement:

‘If you take the first page of the agreement, you will see that there are different references. There are some things for which management was saying that they were an integral part but didn’t want to name them. So, we insisted on having all the articles that seemed important to us, and to which references should absolutely be made, explicitly in the agreement. We insisted on that’<sup>42</sup> (interview Union-EnergyCo-2).

The prevalence of UN-based instruments in the framing of corporate CSR in EnergyCo and BeverageCo also appears to be connected to the increasing influence of the UNGC. The links between GFAs and the UNGC were explored through the case studies and through interviews with representatives of the UNGC.

The UNGC’s objective was described as, on the one hand helping companies to set targets and embed the principles of the UNGC in their business model and, on the other hand, leveraging the voice of ambitious business leaders as part of their policy work. Their conclusion was that unions could be involved in those processes but that EGFAs were not the instrument of choice to achieve either of them:

‘In my area [environmental and climate policy] to be quite honest they don't come up a lot which also is linked to how we currently work with companies, which is a very much focused on target setting and strategies at the individual company level’ (interview UNGC).

Nevertheless, all the three companies studied have submitted their URD for the purpose of communication of progress, detailing how they implement the principles of the UNGC – a

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<sup>42</sup> See Appendix 7 (p334) for extensive account of the agreement’s provisions.

requirement for their participation in the UNGC. All these documents mention GFAs in the section on non-financial reporting. And indeed, the UNGC representatives showed a good awareness and understanding of GFAs.

## *2) The transnational scale and the place of corporate-level CSR*

**General data** – Link to CSR is also manifest in some agreements, which explicitly connect GFAs with other instruments of CSR at company level (24 against 38), although the nature of the connection between EGFAs and corporate-level CSR can vary. Many agreements only make brief reference to corporate-level CSR policies and documents (13 agreements – among which 6 exclusively):

‘These elementary principles are also reflected in the Siemens Business Conduct Guidelines’ (Siemens, p1).

This suggests that EGFAs and corporate-level CSR exist alongside each other. But other agreements appear to perform different functions in relation to corporate-level CSR. EGFAs can be conceived as implementing corporate-level CSR on a specific topic, usually related to workers’ and/or union rights (3 agreements):

‘This Agreement has been signed as a follow-up to the negotiations on a Code of Conduct to uphold trade union and workers’ rights in all Empresa Ability Tecnologias e Serviços S/A activities’ (Ability Tecnologias, p1).

as endorsing corporate-level CSR (6 agreements):

‘There is common recognition by the Parties of the principles and standards contained within this Agreement and LUKOIL’s own values as expressed in their ‘Social Code of OAO LUKOIL’ (Lukoil, pp1-2).

as providing mechanisms of accountability (9 agreements):

‘Both IKEA and IFBWW<sup>43</sup> appreciate the value of a continued co-operation and henceforth see it beneficial to have a joint group that will meet twice per year, one meeting

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<sup>43</sup> In 2005, the IFBWW – the International Federation of Building and Wood Workers – merged with the World Federation of Building and Wood workers to form BWI (the Building and Wood Workers’ International).

being organised by IKEA and the other by IFBWW. IKEA will inform IFBWW of the progress of the implementation of "The IKEA Way on Purchasing Home Furnishing Products" for advice and comments from the group' (IKEA, p1).

**EnergyCo** – As a result of a law adopted in 2019, which modified the French Civil Code, companies established in France can introduce into their bylaws a 'raison d'être', which acknowledges the fact that by carrying out their activities they also address social and environmental concerns in the public interest.

EnergyCo recently adopted its own 'raison d'être':

'To build a net zero energy future with electricity and innovative solutions and services, to help save the planet and drive wellbeing and economic development' (EnergyCo – URD, 2020, p1).

In line with this 'raison d'être', the Group has set itself 16 high-priority CSR objectives distributed along four themes – carbon neutrality and the climate, preserving the planet's resources, well-being and solidarity, and responsible development – each specifying explicitly their contribution to the SDGs.

The company's URD for 2020, in its section on non-financial reporting, gives details about how those objectives have been and will be implemented. The GFA signed in 2018 is mentioned in relation to themes 3 – well-being and solidarity, and in particular the company's activities designed to uphold human rights (objective 10). It specifically states that:

'All controlled subsidiaries of the [EnergyCo] group have now been informed of the agreement and are developing a social progress action plan' (EnergyCo – URD, 2020, p168).

In addition, the agreement is also mentioned in relation to theme 4 – responsible development – and more specifically sub-contracting practices developed as a result of the commitments made in the GFA. It emphasises the role of the 'global CSR committee' – called IC in this study – in monitoring those practices.

More generally, the URD recognises the role of the agreement (and the associated committee) in the governance of CSR. Locally, the agreement is implemented in the group's subsidiaries through strategic action plans, on which they were due to report in 2021:

‘The CSR Agreement Monitoring Committee oversees the implementation of the CSR action plans in the Group’s divisions and subsidiaries. [...] The CSR officers of the divisions and subsidiaries request the social dialogue department’s assistance in implementing action plans and communicating with the trade unions at the CSR Dialogue Committee meetings in the event of an alert’ (EnergyCo – URD, 2020, p192).

The URD goes on to give a few examples of instances where social dialogue was initiated based on the GFA, such as for example, the dialogue initiated at the Chinon power plant in France, the development of a policy on digital accessibility, and more relevant in the context of this study, the development of a project called ‘Icoveit’ – a circular economy project involving work clothing.

This suggests that there is a close relationship between the EGFA and the company’s CSR. A further symbol of this closeness is the fact that the IC in charge of monitoring the implementation of the EGFA is in fact called the “Dialogue Committee on Corporate Social Responsibility”. Nevertheless, the EGFA is by no means the main CSR channel within the company. The main channel of CSR governance at EnergyCo is the dedicated CSR committee within the board of directors, including three employee representatives out of the six present on the board. In 2019, it also created a Corporate Social Responsibility Strategic Committee, whose conclusions are reported to the Board of Director CSR Committee depending on the agenda, and a sustainable development department. It would then appear that, from a management perspective, the EGFA is a part of the company’s larger CSR policy.

However, a comparison between this agreement and the one signed previously suggested a slight adjustment in the approach. The preambles of the agreements set the intentions of the parties, and at a glance, a comparison of the two agreements indicates that in 2005 the agreement was seen in a more functional light as a way to:

‘Contribute to reassert the Group’s corporate social responsibility’ and ‘to secure [the parties] credibility by monitoring and enforcing compliance with the commitments taken’ (EnergyCo – GFA, 2005, p3).

In 2018, more emphasis is placed on the fact that the agreement is a joint commitment confirming:

‘Industrial dialogue at global level in order to continuously improve the rights of workers and other stakeholders’ (EnergyCo – GFA, 2018, p2).

One of the employee representatives on the board of directors active in the CSR committee explained that there is not much of an overlap between the work done at board level and the work



of the IC, although she acknowledges the existence of informal connections with IC members, mainly as a result of their affiliation to the same union:

‘I can call them if I have a question, but we don’t have, how should I put it, we don’t have a body where these exchanges would be organised’<sup>vi</sup> (interview National-Union-France).

**BeverageCo** – A comparison between EnergyCo and BeverageCo is enlightening in terms of the relationship between EGFAs and CSR. The BeverageCo agreement defines CSR as:

‘The actions that corporations take above and beyond their legal obligations toward society and the environment’,

and recognises that

‘CSR enables companies to specify and reaffirm their commitments to their stakeholders in areas outside the scope of collective agreements’.

By providing the group’s employees with information on the initiatives taken in relation to the preservation of the environment, the company:

‘reaches out beyond its commitments to respect the rights of its employees’ (BeverageCo – GFA, 2014, pp2-3).

After a rather lengthy preamble, the agreement goes on to detail the corporate social and environmental responsibility commitments. These relate to respect for stakeholders (employees, subcontractors and suppliers, customers and consumers, governance bodies), responsible drinking advocacy, respect for the environment and cultural exchanges.

The agreement was advertised in the URD for 2013/2014 in the chapter on CSR and in the section on human resources more specifically. The URD 2014/2015 mentions that within that first year, CEOs and HR directors of all affiliates in Europe had ratified the agreement. Regarding affiliates outside Europe, the group committed to get them on board by 2020. It also briefly indicates that numerous concrete initiatives to promote, for example, well-being at work, appraisals, and concertation, have already been implemented. Annual reports on the implementation of the agreement were communicated in 2014, 2015, 2016 to the European Committee.

In 2017, and after the adoption of the law on the duty of vigilance<sup>44</sup>, the chapter on extra-financial information in the URD was revamped and the 2014 agreement ‘repurposed’. The agreement is

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<sup>44</sup> See below for analysis of this particular piece of French legislation.

found in the section on risk mapping and is listed as part of the monitoring system, more specifically on issues pertaining to human rights, as well as health and safety. By 2018, it is no longer mentioned (neither is the EWC in relation to the implementation of the duty of vigilance).

The group's first roadmap to achieve environmental goals implemented between 2010 and 2015 is organised along the five major themes of the group's environmental policy – governance, agriculture and biodiversity, water, energy and greenhouse gases emissions, eco-design and waste, which are the same themes found in the EGFA's.

The data above undeniably show the connection between corporate-level CSR and EGFA's, a connection that must be taken into account when analysing the actors' agency. Nevertheless, it is important to point out that there are limits to the cross-influence between GFA's and CSR. As one of the GFA's representatives puts it, the amount of communication a company does on CSR related subjects is not necessarily a good indicator of the company's willingness or interest in engaging with unions at this level and negotiate a GFA. Taking the example of Total:

'They say that they bet for this energy transition, for the just transition, for the workers and all of these environmental things and so on, but when you go to the reality, when you go back to the negotiations, they refuse to write it. And these global framework agreements are not, are not binding, it's just a good faith of the parts because they don't have any obligation to do this and they refuse' (interview IndustriAll-2).

BeverageCo constitutes a good example, as after four years, the company did not wish to renew the agreement:

'We realised that having this type of agreement at a global level was complicated because of our geographical organisation, so we thought we would unilaterally impose on ourselves a policy on human rights'<sup>vii</sup> (interview Management-BeverageCo).

### *3) The national scale and due diligence obligations*

Since the adoption of the EU directive on the disclosure of non-financial and diversity information in 2014, several countries have put in place legislation that foresees obligations in relation to non-financial reporting by larger companies. The UK adopted the Modern Slavery Act in 2015 and

revised the Companies Act in 2016. In France, mandatory due diligence was introduced in 2017, and is applicable to companies of a certain size and is emblematic of the risk-based approach. It requires companies to identify and prevent risks associated with violation of human rights and fundamental freedoms, as well as risks for health and safety of people and the environment.

Agreements generally do not mention national legislation, but in recent years, since the French law on due diligence in transnational companies has come into force, some of them have made the choice to include it in their GFAs, de facto making GFAs instruments of implementation of their legal obligations. In the database established for this study, two companies have made that choice: BNP Paribas and EnergyCo.

Focussing on EnergyCo, the agreement spells out the company's legal obligations resulting from its 'duty of vigilance', which take the shape of a risk assessment:

'In relation to the parent company's activities, the activities of the companies under its direct or indirect control, and the activities of its subcontractors and suppliers with which it has established a commercial relationship'.

The objective is to prevent:

'Serious violations of, human rights and fundamental freedoms, and the health and safety of people and the environment'.

By virtue of the agreement, the company commits to implement its obligations 'in association with the company stakeholders, including workers' representative organisations'. In addition, the follow-up of 'actions linked to the vigilance plan' is included in the monitoring procedure (EnergyCo – GFA, 2018, pp4-5).

The question of the use of national legislation as a source of inspiration for the content of EGFAs is addressed in EnergyCo, though accounts diverge. One representative from national unions involved in the negotiation reports that French national law constituted a source of inspiration for the substantive content of the agreement (on the protection of whistle-blowers):

'We relied a lot on existing laws in France to create our agreement'<sup>viii</sup> (interview Union-EnergyCo-2).

One of the GUFs representatives emphasised, however, that this would create too many difficulties as actors involved could then argue that a particular provision is different in their respective national law:

‘We don't use national policies because this is a global agreement so it's very difficult to use national law from one country because the other countries are going to say 'yeah but in my country, it doesn't exist, so I cannot apply it' for example’ (interview IndustriAll-2).

There is nevertheless one exception where GUFs, management and national unions agree: the 2017 French law on due diligence (‘devoir de vigilance’):

‘But it's true that in the case of France for example with the due diligence, I guess that you've heard about it, due diligence and so on, the French companies are more willing to include the due diligence in their agreements’ (interview IndustriAll-2).

One national union representative mentioned that, whilst the 2018 agreement was a continuation of the previous one, some adjustments had to be made, a central one being to align its content with the recent French due diligence law:

‘Two years ago, the approach chosen initially was to say we take our old agreement, we don't start with a clean slate, we did good things, but we have to review a few things. Today, we have the ‘duty of vigilance’ that is in the company's DNA, we have a vigilance plan, and we would like our agreement to reflect this reality, and this is how the new agreement was re-thought and negotiated. It was a first, I had never seen that before and I thought the approach was interesting<sup>ix</sup> (interview Union-EnergyCo-5).

The topic was not subject to objections as one management representative suggested to include it in the agreement, especially with the negotiations coinciding with the entry into force of the new piece of legislation:

‘During the negotiations of the agreement, it corresponded to the very early beginning of the implementation of the vigilance plan, and I suggested that it should be included in the agreement, making it one of the themes. It was lucky. We were one of only two or three companies that did this<sup>x</sup> (interview Management-EnergyCo).

This particular connection is further confirmed by an examination of the company's latest URD. When describing the methodology retained to develop the vigilance plan, the document mentions the trade union organisations ‘within the framework of the global framework agreement on the Group's social responsibility (Global CSR Agreement)’ as one of the parties involved, and that the

plan is based on a series of internal documents, including mandatory group policies and internal documents made public, among which the ‘Global Framework Agreement on Corporate Social Responsibility’ (EnergyCo – URD, 2020, p198).

Since 2018, the duty of vigilance has been on the agenda of all meetings organised with the signatories of the Agreement who sit on the Committee for Dialogue on Social Responsibility (CDRS) in order to discuss the progress of the vigilance plan. The Committee met in April and October in 2020. In October 2020, the Group’s mapping methodology was presented in detail and approved. In 2021, training in partnership with the ILO was to be organised for the members of the Committee for Dialogue (unconfirmed at the time of the interviews).

The work done by the company in the context of the ‘duty of vigilance’ also connects back to international standards – and the EGFA – as the company makes use of the language of international standards to communicate its strategy:

‘The risks covered under the vigilance plan meet the criteria for “salient risks” in accordance with the UN Guiding Principles on Business and Human Rights’.

Those risks determine that:

‘the action to be taken under the vigilance plan [...] are shared with the trade union organisations as part of the Committee for Dialogue on Social Responsibility’ (EnergyCo – URD, 2020, p199).

Moving on to prevention and mitigation of those risks, the document tackles the three salient risks identified successively: human rights and fundamental freedoms, environment, and health and safety. In relation to the first, the document states that:

‘The implementation and monitoring of these commitments and requirements is ensured under the Group’s existing internal policies or agreements, in particular the sustainable development policy, the ethics and compliance policy, the purchasing policy, the health and safety policy, the global CSR agreement, the Ethics Charter and the roll-out of the vigilance plan’ (EnergyCo – URD, 2020, p200).

But the agreement is not mentioned in relation to the next two risks. In order to monitor the implementation of the vigilance plan – although this is not the main channel, a review of it is presented to the CDRS (EnergyCo – URD, 2020).

The numerous quotes and extracts above highlight how the objectives resulting from the French law on the duty of vigilance have been aligned with the objectives of the EGFAs. This confirms the multi-scalar dimension of this study and emphasises the importance of the national scale – and its legal system – in the analysis of the processes at play for the negotiation and implementation of EGFAs. It also shows that time is an important factor and that practices can evolve as a result of the context, which is here changes in the national legal landscape.

Although, going beyond the presence of interconnected written rules, it is important to extend this process of mapping and switch the focus to actors and more specifically to the more institutionalised connections between labour actors.

## **B. Understanding hybridisation – Focus on institutional representation**

### *1) Representation of unions at international scale*

**The ITUC** – As the developments on the organisational scope of GFAs have shown, and even though their respective strategies vary, the GUFs occupy a central position in the negotiation and implementation of GFAs. The point here is to broaden the scope and look at other formal affiliation relationships, which are relevant for the understanding of processes at play in the negotiation and implementation of EGFAs.

The GUFs themselves are not formally linked to the ITUC, which is true for all the three GUFs involved in the cases – the IUF, IndustriAll and PSI. Nevertheless, the unions they work with for the negotiation and implementation of GFAs often are. In EnergyCo, most national organisations in the union coalition are affiliated to the ITUC (British unions are affiliated to the TUC, which is itself affiliated to the ITUC), except the French CFE-CGC.

Interviews with ITUC representatives revealed that the ITUC did not play any direct role in negotiating and implementing GFAs in general and EGFAs in particular, or even kept a record of them, but nonetheless showed an awareness and understanding:

‘There is definitely a space where there is some kind of collective bargaining or social dialogue relationship transnationally, which we think is laudable. [...] I don't think there's many that includes green or green transition elements in them today. [...] I won't know the details of that, and of those [environmental] clauses and how they're implemented. So, it's more the broader concept of the international framework agreements and how they operate internationally’ (interview ITUC-1).

And also evidence the existence of communication between the ITUC and the GUFs on these topics:

‘Most of them are not nearly strong enough, and we get also feedback from the Global Unions, etc, that it has a lot of challenges in terms of picking up issues and grievances and making the framework agreements actually work and deliver, but it's better than nothing. So, it does provide a discussion with a global company on issues that occur across supply chains’ (interview ITUC-1).

However, the ITUC cultivated a certain distance, perceiving GFAs as the sole territory of GUFs:

‘So quite fast I have to say I left that to the GUFs and probably went into other sort of agreements that we wanted to see how that would play out in particular at company level or workplace level stuff and see whether that, whether that would create a different sort of constituency for the environment in the workplace’ (interview ITUC-GreenPeace-2).

**The ILO** – Although there is a strong substantive link between GFAs and the ILO, with ILO conventions and recommendations providing inspiration or even direct provisions to GFAs, the role of the ILO as an institution is not actually as developed as one would expect. Interviews with ILO experts and ITUC representatives revealed that two structural characteristics were partly to blame. First, by design the ILO is composed of and represents national organisations and, as a result, is competent for international matters, so that transnational issues – such as the regulation of global production networks – de facto fall outside its scope of action. However, in 2019, the conclusions adopted by the Tripartite Meeting of Experts on Cross-border Social Dialogue – which include a practical action plan, and in particular a ‘one-stop-shop’ webpage on initiatives for cross-border social dialogue including GFAs – proved that this was possible (ILO, 2019):

‘It's the first time we have a mandate to promote cross-border social dialogue and the outcomes, usually the ILO represents national associations of employers and workers and

governments, we did not, I mean the main focus is not on transnational issues' (interview ILO-2).

Second, the International Organisation of Employers (IOE) – the organisation representing employers within the ILO – does not usually represent TNCs but rather companies of all sizes. In fact, when asked to be interviewed for the purpose of this study, the organisation replied that it did not have any policy on GFAs. In that regard, an ITUC representative noted that some TNCs – via GFAs – go beyond the position of the IOE on the regulation of supply chains and do acknowledge their responsibility:

'You have international framework agreements that arguably go beyond what the IOE is willing to accept at the ILO, and you have major companies that actually do recognise their responsibility to respect and mitigate risks and take up issues and root out exploitation in their supply chains' (interview ITUC-1).

Work with TNCs still goes on in the ILO via a separate department called Multi:

'Those big multinational enterprises are not necessarily members of those employer organisations that we see you know represented in the ILO so that is also a challenge, but we have a specific department in the ILO dealing particularly with multinational enterprises and which is called Multi' (interview ILO-1).

Which oversees the implementation of the tripartite declaration of principles concerning multinational enterprises and social policy (which is often quoted in the GFAs under study but does not deal with environmental issues).

Beyond the ITUC's role as representative of workers within the ILO, there is evidence of joint work between the ILO and the GUFs, the latter being called upon for their sectoral expertise:

'Some oil producing countries and unions from oil producing countries are also contacting us now to see how we can have a strategy with them, to look at the issue of transitioning to renewables in the oil and petrol sector. It is also something that we are doing of course in cooperation with IndustriAll, the global union federation that are organising energy workers' (interview ILO-1).



‘I have worked in the past a lot with the global union federations, and I am still in touch with them also because they are based in Geneva, and also because they participate in many meetings we organise, notably on sectoral questions’ (interview ILO-2).

And vice versa:

‘In this agreement [EnergyCo] we managed to include an annual training, like an annual session for training ... inside the committee and we made it last year, it was a really good session, and it was to explain what a global framework agreement is basically, [...] we brought someone from the ILO also to talk about this, it was really really interesting’ (interview IndustriAll-2).

These extracts highlight the existence of connections between the different union actors considered in this study, although when it comes to EGFAs, these connections may be indirect and informal. The argument is that these connections are a relevant part of the analysis nonetheless, amounting to what Bourdieu conceptualises as connections between any field and the field of power.

## 2) *Representation of unions at transnational scale and the role of EWCs*

The overwhelming majority of the companies constituting the EGFA dataset have had an EWC since before the signature of their EGFA (42 companies). Most of the remaining companies are not necessarily predominantly active in the EU. Interesting is the case of Inditex, which set its EWC up four years after signing its EGFA, and constitutes an exception in this regard.

The involvement of EWC in the negotiation and implementation of EGFAs can be varied (see Table 5):

	<b>Signatory</b>	<b>Only signatory</b>	<b>Represented in IC</b>	<b>In charge of monitoring</b>
<b>EWC involvement (number of agreements)</b>	14	4	7	14

*Table 5 – EWC involvement in EGFAs*

**The cases** – All three companies under investigation have had an EWC in place for a significant amount of time: EnergyCo’s was created in 2001, BeverageCo’s in 1999 and FoodCo’s was created in 1988 (pre-EWC legislation). FoodCo’s is not in the strictest of terms an EWC; it is a global committee on information and consultation, which can sit in its strictly European form when necessary and is in charge of monitoring the various agreements negotiated with FoodCo.

In all three cases though, the EWC was not directly involved at the negotiation stage. A coalition of national unions and GUFs negotiated the agreement in EnergyCo; representatives of a European union federation negotiated in BeverageCo, although the EWC was initially considered as the company’s preferred negotiating partner; and a GUF respectively carried out the negotiation in FoodCo.

In BeverageCo’s agreement, the implementation provisions start by clarifying that, even though the agreement was not signed by the EWC, members of the latter have been involved in the negotiation and will be involved in its implementation.

When asked why the EWC was not put in charge of monitoring the agreement’s implementation, a representative of the EWC in EnergyCo explained that during the negotiation there was perhaps a limited understanding of what CSR entailed exactly and, out of caution, the decision not to mix representation through the EWC and through the agreement was taken:

‘It was only the early stages of CSR at that time and it wasn’t very clear, I would say perhaps not very visible in everybody’s head, meaning what is CSR, what is it for, so when it was suggested to mix it with the European Works Council, they said oh no no no it’s not going to work, we know what the EWC is, we cannot mix it up’<sup>xi</sup> (interview Union-EnergyCo-5).

Formal links still exist though as the provisions foresee that the secretary of the EWC has a seat on the IC. These links can also be informal as all members of the IC committee interviewed as part of this study were also representatives in the EWC.

### *3) Representation of unions at national scale*

Connection with other institutionalised form of representation beyond union affiliation were briefly examined in the context of EnergyCo through interview 16. Indeed, interviewee 16

occupied various representative positions: employee representative in EnergyCo board of directors, in particular in the CSR sub-committee; representative of a national union confederation in the Economic, Social and Environmental Council (Conseil Economique, Social et Environnemental) – a constitutionally defined assembly representing civil society through its consultative role – in the Environment sub-committee; and in the Superior Energy Council (Conseil Supérieur de l'Energie) – a consultative body attached to the Ministry for Ecological Transition and concerned with regulation.

Despite these potential connections, it appeared that these roles are mediated through the affiliation to national unions, and therefore the focus is mostly on this aspect.

### **C. Establishing connections between fields and the field of power**

#### *1) Enforcement of standards through EGFAs – the specificity of the transnational scale*

The findings on the use of standards and the place occupied by GFAs in corporate CSR programmes can be placed in parallel and seen in the context of the difficulties linked to the enforcement of rules of any kind at a transnational scale – mostly due to the lack of direct State authority and associated sanction powers.

Although not through legal authority, the actors involved in negotiating and implementing GFAs have imported a similar logic into their own field. Indeed, they set standards – often by reference to existing ones, thereby increasing the neutrality and universality of the rules they set up – and provide for reporting and monitoring mechanisms. Such processes suggest that understanding GFAs as tools for implementation of international standards is perhaps a misrepresentation of the mechanisms at play. In this regard, and going back to Bourdieu's sociology, it is important to emphasise that one field cannot directly influence another, but its processes undergo a process of translation according to the receiving field's own logic and practices (Pernicka et al., 2021). Ignoring this process of translation could lead to underestimate the normative power of regulatory practices within the field and obscure GFAs real impact. This echoes the work of Menashe (2019)

on the study of transnational private labour regulation, which claims that these initiatives should be seen as:

‘dynamic systems that can influence the nature of the norms they adopt and shape their content (positively or negatively)’ (Menashe, 2019, p2).

Another consequence of the international approach to the enforcement of standards is less methodological and more substantive. Standards related to industrial relations – because of the need for universality – are stripped down to their most basic expression: freedom of association and effective recognition of the right to collective bargaining (see ILO Conventions 87 and 98). These standards have been taken up in other instruments, for instance principle 3 of the UNGC foresees that ‘businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining’ (UNGC, 2000). But once integrated in instruments such as the UNGC, they become one principle among others. As a result, the link between corporate CSR at a transnational scale and the standard based monitoring approach – such as exemplified by the UNGC – leads companies as part of their reporting activities to frame GFAs, and by extension IR, at that scale as part of CSR, which in turns influences the way GFAs are understood both inside and outside their own field.

## *2) The emergence of legal due diligence obligations at national level – Boundary disturbances in the field*

The link between GFAs and the emergence of national legal instruments addressing companies’ due diligence in supply chains has appeared clearly in the cases (keeping in mind that the companies under investigation are French and France adopted such a law relatively recently in 2017).

Such initiatives obey to a similar logic of reporting and monitoring as the international instruments described above but with a fundamental difference: reporting is no longer voluntary but mandatory. As a result, this raises the issue of struggles at play on the boundaries of this particular field, one of the five forces described by Boyer (2013), and in particular the influence of the legal field.

### *3) Interaction with the field of power – conceptualising the influence of union actors at other scales*

The role of union actors at other scales – national and international – was envisaged prior to data collection. The analysis revealed that these actors do not in fact have a direct influence over the negotiation and implementation of EGFA and are actually careful not to overstep boundaries. Their involvement appears limited to more or less keeping up to date with the developments of EGFA practices on a rather abstract level.

However, this lack of direct influence should not be mistaken for a lack of influence in general. To understand such influence, it is useful to bring in Bourdieu's concept of the field of power. Indeed, it can be conceptualised as an interaction with the field of power (Boyer's step 1) (Boyer, 2014, p117), whereby struggles around law making, standard setting, orienting regulatory approach, or even narrative building – in which IR actors participate through various representation channels – would have consequences for other fields.

This mapping exercise constitutes the first step in the analysis of the data. A more dynamic rendering of the processes at play within the fields presented in this chapter, as well as the mutual influence they exercise on one another, requires focusing on the interactions between agents, which is the topic of the next chapter.

# CHAPTER VI

## SCALES OF ENVIRONMENTAL REGULATION AND UNION SOCIAL CAPITAL

In the preliminary mapping exercise detailed in the previous chapter, the field of study – the field of industrial relations at a transnational scale – and the main players active in it were identified, and the connection between this field and the field of power was established. In this chapter, the focus is on the interactions of the various actors identified as relevant, how these reveal the structuring mechanisms at play in the field, and how those actors’ practices also embody those structures. Nevertheless, the account is not static as Bourdieu’s sociology is relational, with capital (or power) distributed unequally between the actors, and the field itself is understood as a space for action (Townley, 2014, p39). The notion of capital is subdivided into different forms of capital, which include economic and social capital, and can be analysed in terms of its weight or relative importance in relation to other forms and its distribution among actors.

In order to analyse power relations in and between fields (Schmitz, Witte and Gengnagel, 2016), a starting point is to detail the relations between the field and the field of power (Bourdieu and Wacquant, 1992). Focussing on the actions of agents can prove particularly informative in this regard, as they are often active in more than one fields, including the field of power (Atkinson, 2020). In addition to the relation between field and field of power, the positioning of various actors within the fields will be articulated in relation to Bourdieu’s notion of social capital.

The chapter is concerned with the ‘agency’ dimension of the analytical framework, and the main objective to analyse how the interactions of the various components of the international labour movement – inside and outside the field of IR at a transnational scale – drive the inclusion and implementation of environmental provisions in GFAs. The main argument consists in understanding that the negotiation and implementation of EGFAs entail complex mechanisms of coordination at different scales, which rely on formal and informal relationships that go beyond the relevant field to be effective, but that this process also creates tensions between different logics as a result. The focus is initially on the representative role of unions in processes of international environmental policy and law-making (I), and then moves onto the field of inquiry to analyse how the actions of union representatives in the negotiation and implementation of EGFAs are informed by their position in the field (II).

# **I. INTERNATIONAL ENVIRONMENTAL POLICY AND LAW MAKING – UNIONS’ POSITIONING IN THE FIELD OF POWER**

## **A. Coalition bargaining in civil society circles – building a narrative of just transition**

Workers and trade unions have been recognised as one of the stakeholders in the UN led environmental agenda since the Earth Summit in Rio de Janeiro in 1992, and the adoption of Agenda 21. It is the ITUC – also as one of the constituents of the ILO – which performs this representative function on behalf of the international labour movement. Although, the GUFs are sometimes called upon for their sectoral expertise:

‘That's really the ITUC's work with the IPCC [Intergovernmental Panel on Climate Change], and they'd started to talk about food and agriculture issues, so they've asked the IUF to participate, and we were involved in some long process of dialogue [unclear], and just preparing a statement that will go on the website about our view about, about agriculture basically, it's a contribution’ (interview IUF).

At this international scale, where international union organisations as a member of civil society at large evolve in the same circles as other civil society organisations, the intersection between unions’ and these organisations’ respective scope of action, as confirmed by a representative of the ITUC, covers mostly policy work:

‘In what relates to the global advocacy spheres etc, there’s a kind of an understanding of what labour does and stands for, and that would, is actually complementary for other civil society groups to coordinate and compare agendas and notes’ (interview ITUC-1).

This ‘intersection’ is not restricted to the work of the ITUC and sometimes takes the shape of cooperation. A representative of the IUF gave an example of cooperation with NGOs on health and safety in the agricultural sector:

‘We have a very good relationship with NGOs that are working to ban pesticides, you know health and safety issues in agriculture and the rights of agricultural workers, and things like that’ (interview IUF)

Coalition building appears to be an essential part of policy making in these circles, but these relationships can give rise to tensions, internally within the international labour movement:

‘Sometimes there is a bit of tension with our own movement that we are too much listening or engaging with broader civil society movements’ (interview ITUC-1).

With the choice between broader civil society organisations – such as NGOs – and employer organisations framed as an alternative:

‘That thing still remains, like who is our ally in this conversation, in particular on the most conservative union ends. Should we be aligned or building up alliances with other parts of civil society, with youth, with NGOs with whatever, or should we be defending the interests of the ones who are employing us’ (interview ITUC-GreenPeace-2).

These tensions can sometimes run along sectoral lines:

‘CGT has signed joint declarations with Greenpeace, with Attac, with various organisations with which it doesn’t always share a common understanding, far from it, so it is not without creating problems because these are very political positions, and then you have to explain to the sectoral unions in the metal or energy sectors that you signed a document with people who oppose nuclear energy, although all the employees of [EnergyCo] are affiliated to these sectoral unions’<sup>xiii</sup> (interview National-Union-France)<sup>45</sup>.

Although, as one participant pragmatically recognises, coalition choices are not necessarily mutually exclusive:

‘Of course, these two are not necessarily contradictory, but they imply different roles and different kind of work with the unions. In one you're preparing them for negotiation with

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<sup>45</sup> The following interviews were carried out in French: Management-EnergyCo / Union-EnergyCo-1 / Union-EnergyCo-2 / National-Union-Canada / Union-EnergyCo-3 / Union-EnergyCo-4 / National-Union-France / Union-EnergyCo-5 / Union-FoodCo / Management-BeverageCo. Therefore, the quotes used in the findings were translated in English. An original version of the quotes, in French, can be found in appendix 12 (p375).



their employers, in the other you're preparing the unions for being outside with others and fighting against the system' (interview ITUC-GreenPeace-2).

These tensions can be exacerbated by the fact that peaceful cooperation is not necessarily the rule:

'Environmental organisations have challenged a lot the union movement and that is not always comfortable for unions, but I think unions have learned a lot from that' (interview ITUC-GreenPeace-2).

Although with time, even confrontation has come to be seen as mutually beneficial, at national level:

'Because at some point, we realised that we don't have as much knowledge on climate related issues as an environmental organisation would, but at their end, around issues related to the economy and employment, they realised that they didn't have this knowledge either. We had an exchange of expertise, and from this exchange of expertise, a relationship of trust was built'<sup>xiii</sup> (interview National-Union-Canada)<sup>46</sup>.

and international level:

'Where environmental interests and trade unions interests have clashed is where there are environmental organisations that don't recognise or understand or care about workers' issues, and I think that's where there has been a divergence of interests, but increasingly we've seen environmental organisations, trade union, other social movement organisations come together around a vision that links all of that' (interview ITF).

Although, it remains very much an ongoing process and occasionally still causes frustration in union ranks:

'You get screams from the environmental movement saying well you can go work in tourism where there's no pension and [bad] pay, and all that does is alienate people' (FG 2 – National Officer).

To achieve balance, unions have had to develop their own demands distinct from employers':

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<sup>46</sup> See Appendix 12 (p375) for original quotes in French.

‘So, in the end, the environment, and that was always one of my angles in the conversation with unions, was almost the only sector in which unions were taking their employer's word as true’ (interview ITUC-GreenPeace-2).

and NGOs alike:

‘Getting that position approved, which allowed us then to enter into many coalitions, conversations with NGOs that were not happening, and for the first time entering an environmental coalition. That was something we were not able to do because we were not able to say anything about climate until then’ (interview ITUC-GreenPeace-2).

Such coalition building work is not limited to the international arena:

‘It allowed us to proceed with our alliances with environmental groups. We join the ranks of various organisations, whether the joint front for energy transition in Quebec, which gathers 80 organisations, mainly environmental ones, or the Climate Action Network Canada, which is a similar network<sup>2xiv</sup> (interview National-Union-Canada).

The Unions’ position has been articulated around the notion of just transition<sup>47</sup>:

‘The COP is just as much as any other international global governance forum, a place where we needed to be and tried to establish our position among brother civil society with a particular agenda related to labour, [...] developing a narrative for just transitions’ (interview ITUC-1).

In this regard, two milestones have consistently been mentioned by union participants at international scales: the adoption of the Guidelines for a just transition towards environmentally sustainable economies and societies for all in 2015 (National-Union-Canada; IndustriAll-1; ITF; TUAC-1; ILO-1; ILO-2; UNGC), and the introduction of the notion in the Paris Agreement in 2015 (National-Union-Canada; IndustriAll-1; IUF; TUAC-1; TUAC-2; ITUC-GreenPeace-2; ILO-2; UNGC)<sup>48</sup>.

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<sup>47</sup> This point is developed in more detail in the next chapter.

<sup>48</sup> These interviews include participants from GUFs, but it is important to remember that they can be active at both international and transnational scales.

In keeping with this study's multi-scalar approach, it is important to assess how these positions taken in institutionalised settings at national and international scales are connected to union positioning on environmental issues at other scales.

## **B. Articulating the abstract and the concrete through knowledge exchanges**

Agents active in the processes described above conceive of their role in connecting different scales in a rather uniform way, which maps along two directions – top-down and bottom-up – and serves two distinct purposes, albeit connected to the idea of knowledge exchange.

**Capacity building** – The assessment from participants from international and transnational organisations is that there is a general need to build unions' capacity at other scales on environmental issues:

‘In terms of what the solutions are and how to negotiate just transition in often very challenging contexts, I think there is a need for ongoing capacity building’ (interview ITF).

The ILO, the ITUC and the GUFs position themselves as capacity-building and training providers:

‘In our department the bureau of workers activities [ILO], we mainly do capacity building towards and with workers organisations, so that is training courses. We will have one course now in, well it will be a digital one, what we call a workers' Academy on just transition’ (interview ILO-1).

‘So, ITF has an important role to play in, you know, providing education, raising awareness and building the capacity of unions to link the issue of climate change to their day-to-day work as trade unions’ (interview ITF).

at the early stages of the reflections on unions and environment:

‘Then the thing [sustain labour] evolved even more when we [the ITUC] got the grant from the Spanish government through UNEP to build, which I think is the first framing

or capacity building endeavour on unions, on labour and environment’ (interview ITUC-GreenPeace-2)

and with national and local union representatives being the recipients:

‘Then we [The IUF] need to develop some education and resource materials for affiliates to talk to their members about’ (interview IUF).

Environmental issues have come to occupy a significant position in union organisations’ agendas in certain national contexts as well, with training being an important component of this agenda:

‘In parallel, we naturally have an agenda to raise awareness and build capacity in relation to climate change, because we realised that issues related to the climate emergency were not fully understood, that the correlation between human activity and climate change was not necessarily understood in some parts of Quebec, and that we absolutely needed to work on that<sup>xv</sup> (interview National-Union-Canada).

The assessment is occasionally echoed by local representatives:

‘The union confederations and federations organise internal training, or at least try to raise awareness among union representatives on the fact that these issues [environmental issues] are now part of the day-to-day job and so they must train themselves<sup>xvi</sup> (interview Union-EnergyCo-5).

**Building social capital** – Even though capacity building is a significant part of union organisations’ activity at higher levels, including for the purpose of the labour movement strategy on environment, it can serve other purposes, for instance:

‘Training the new voices in the labour movement, in particular the unions in the South’ (interview ITUC-GreenPeace-2).

‘Through the education programme we built a network of climate activist from ITF unions who could continue the work with their unions at a local level but at the same time engage with the international work’ (interview ITF).

But also on a more pragmatic level, the connections established through capacity-building with union representatives on the ground potentially also allow access to examples of good practices, which make training sessions more practical and interesting:

‘Awareness raising but also sharing of experiences. Among the participants that will participate, we have both union participants that are familiar with the issue and others that

are less familiar with the issue and so that there can be a little bit of sharing also and we are trying to use workers organisations that have been involved in the issue as a resource person to share experiences with others' (interview ILO-1).

Training is also essential to keep a link with organisations at international scale and union representatives on the ground. Participants mentioned two reasons for this. The first is to make sure that their policy programme at international level has enough support internally, as it does not necessarily have consistent support:

'We [the ITUC] were starting to plan for that big summit on climate [Copenhagen], but the only way I would stay is if we negotiate a real position for the union movement on this, which is based on real support for emission reduction targets, which was something that some unions were very reluctant to do at the time' (interview ITUC-GreenPeace-2).

'The biggest challenge in addition to that for us has been like trade union opposition inside our own movement. I remember that when there was the COP in Poland, she would be shouting inside of the building that there is a need for climate accountability and strong zero carbon emissions et cetera and strong legislation, with on the outside 5000 Polish miners protesting against the COP' (interview ITUC-1).

And the second reason is that this connection to unions on the ground gives union organisations at international scale political clout as a stakeholder in the international policy process:

'I think it gives also for the international advocacy really powerful contributions in the discussion when you're, these panels tend to be among bureaucrats and high diplomats and politicians, so if you can really bring the voice of the ground into that, [...] I think that's been crucial' (interview ITUC-1).

And vice versa, with national union actors emphasising the importance of the connection with international networks (interview National-Union-Canada).

In terms of Bourdieu's sociology, the interactions between various actors in institutionalised settings of policy and law making, such as coalition building with other civil society organisations, are characterised as interactions within the field of power. However, the data show that having coherent demands – a narrative – is not enough to stand your ground in these regulatory spaces; actors need to hold social capital. In the context of the environmental agenda, to secure social capital, the international labour movement has come to rely on its extensive network connections,

which span multiple scales. These network connections function both ways, and can be understood as a way to articulate the abstract – the narrative of just transition for instance – and the concrete – the realities of workers on the ground, entailing constant back and forth knowledge exchanges. Ultimately, these connections are designed to incrementally build the position of labour actors as environmental regulators at all scales.

Going back to the main focus of this study – EGFAs, it is important to analyse how these relationships manifest themselves in the context of the negotiation and implementation of EGFAs and how they influence the actions of agents.

## II. UNION POSITIONING IN THE FIELD – A PRACTICAL UNDERSTANDING OF EGFAS

### A. Linking agreements and practices through organisational change

Stavis (2018) associates sustained labour agency with instances of organisational change. In this regard, it is useful to identify evidence of intended organisational change in EGFAs and how these materialise in practice in the cases.

**General data** – Provisions on implementation and monitoring tend to be rather detailed in a large part of the agreements, and with some of them very thorough. The most common provision is the creation of an implementation committee (24 agreements):

‘As regards follow-up of application of the provisions of this agreement, the parties agree to create a "FAIR" Committee (to Facilitate the Application, Involvement of all and regular measurement of the Results of the agreement)’ (Total, p10).

with the implementation committee’s composition and regularity of the meetings almost always specified (22 and 18 agreements respectively):

‘A review board will be instated, consisting of representatives of Acciona, BWI, CCOO de construcción y servicios and MCA-UGT, which will meet at least once per year to monitor implementation of this agreement’ (Acciona, p7).

Even without the creation of such committees, annual meetings of the parties are almost always foreseen (21 agreements).

Establishing and enhancing local dialogue constitutes the third most common provision, showing that organisational change is intended at multiple scales:

‘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' (GDF Suez, p5).

More advanced agreements contain measures such as:

The establishment of a steering committee or parallel theme-based committees (2 agreements). For instance, the Enel agreement creates three theme-based committees on health and safety at work, training and equal opportunities, whose role is:

'The main tasks of the Multilateral Committee on Best Practices & Innovative Ideas are: to analyse the status and development requirements of industrial relations systems; to put forward proposals on carrying out comparative studies of other industries or large industrial groups, so that existing knowledge can be brought into line with international best practices; to identify and propose new, innovative initiatives to improve business, ethics, social dialogue and sustainability' (Enel, p18).

A right to information on the activities of the group for unions and workers at different levels (6 agreements):

'All members of PMC [monitoring committee] shall be provided with the information necessary for carrying out their assignment (monitoring and audit reports)' (Pfleiderer, p7).

A possibility to arrange exceptional meetings when problems arise, etc. (6 agreements):

'If justified by events, and following agreement from both parties, it may meet on an exceptional basis in addition to the annual session' (BNP Paribas, p19).

A key aspect of implementation that should be mentioned and is not covered by as many agreements as one might expect is the obligation for the company to cover the cost of the implementation of the agreement (16 agreements):

'This will require paid time off, the payment of travel and accommodation costs, plus providing translation and interpretation' (Lukoil, p4).

Empirically, EnergyCo particularly stands out as the agreement contains all these provisions and more.



**The cases**<sup>49</sup> – the EnergyCo agreement foresees that monitoring must happen at both local and global levels, and is there to check the conditions of implementation, analyse the Group review (indicators and actions related to the vigilance plan), establish action plans in relation to deviations and areas of improvement identified, produce a joint annual review of application, identify good practices and make suggestions on how to promote them. At local level, monitoring must take place once a year between management and trade union or employee representatives. At global level, this happens through the operation of the Dialogue Committee on Corporate Social Responsibility (CDRS), whose work is supported by a steering committee. Its main function is to assess implementation. The committee is made up of representatives of management and union representatives coming from the main regions within the agreement's scope, eight representatives from the French unions, four from the UK, two from Italy, Belgium and Germany respectively, one for the Group companies in Asia Pacific, North America, Latin American and Africa and the Middle East, one representative for each GUF (IndustriAll and PSI), and finally the secretary of the EWC. The allocation of seats is determined by the proportion of the company's activities in each country and can therefore change if necessary.

All IC members meet one a year for two days – one day for preparation with the main HR directors of the Group companies and one day for the plenary – and jointly set the agenda. Exceptional meetings can be held at the request of a majority of members and with the chairperson's agreement. Remote meetings can also be scheduled to organise conferences on the themes dealt with by agreement, and to allow feedback from staff representatives on the ground. The annual meeting is supported by the work of the steering committee (made up of four representatives for France, one for Belgium, one for the UK, one for Italy and one for Germany, the Secretary of the CDRS and two representatives of the GUFs). They meet in person twice a year and remotely as far as needed. Between meetings, the members are expected to work on fundamental issues, to prepare for the plenary and for initiatives of the CDRS, and jointly with management to develop the themes of the agreement. This work is coordinated by the secretary of the CDRS, elected for two years during the plenary.

These scheduled meetings are complemented by continuous communication to further implementation, promote the agreement and find joint solutions to problems that may arise.

Indeed, in addition to regular meetings, members of the CDRS:

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<sup>49</sup> For extensive details about the provisions, see Appendix 7 (p334).

‘Can make proposals to the Management to punctually carry out missions to observe the proper implementation of the corporate responsibility in the field’ (EnergyCo – GFA, 2018, p17).

The cost linked to the organisation of meeting at global level is borne by the parent company of EnergyCo, and the rest is borne by individual companies of the group.

By contrast, the BeverageCo agreement remains succinct in terms of procedure, distinguishing between local and global levels. At local level, each subsidiary falling into the agreement’s scope shall implement it and decide on how to best enforce it:

‘Taking into account the economic, professional, geographic, cultural, legal, regulatory, contractual and collective bargaining specificities of the countries concerned’ (BeverageCo – GFA, 2014, p21).

And how to monitor it. In terms of labour involvement, each subsidiary must:

‘Report on their CSR actions to the staff representative bodies at least one per year’, the report is then sent to the Group’s HR Department (BeverageCo – GFA, 2014, p21).

At global level, the parties meet once a year to monitor the enforcement of the agreement and discuss any issues related to it if needed. In addition, management provides EWC and the EFFAT’s representatives with an annual report assessing the enforcement of the agreement.

The regulatory role of labour actors at such a transnational scale is not as institutionalised compared to the national and international scales. It is therefore no surprise that agency – the second dimension of the analytical framework – clearly appears as the most developed and advanced aspect of GFAs in general and environmental GFAs in particular. The analysis of the provisions on implementation and monitoring shows that more than a third of the agreements are associated with some form of organisational change (the creation of a joint implementation committee most likely), which, even considering the voluntary character of the commitments contained in those agreements, constitutes a guarantee that labour actors will have the opportunity to play a role in the implementation of the agreement. The exact extent of this role depends on more factors than the rules that set it up but the more detailed the provisions are on the organisation of such committees, the more secure the potential role of labour actors will be. However, as BeverageCo shows, when agreements are negotiated for a limited period of time, management is ultimately free not to renew or re-negotiate.

Regarding whether labour actors are conceived as re-active or pro-active, or possibly simply passive, most implementation and monitoring measures consist in establishing a dialogue between the parties in a formalised manner or not, which constitutes an added value of GFAs compared to other CSR tools such as codes of conduct, which often consider labour actors as passive (Winkler, 2011). Whether labour actors are conceived as pro-active or re-active is sometimes difficult to assess on paper, such questions being a matter of practice. Indeed, written procedural rules and the organisational changes they might foresee do not quantitatively connect to the level of workers' agency; other factors must be taken into account.

## **B. Building social capital through the negotiation and implementation of EGFAs**

### *1) The pivotal role of GUFs in union networks*

Representatives of the GUFs can effectively jump across scales, being active – as shown in section I – in the field of power, where their expertise is valued at the broad international scale within the labour movement. Such recognition, however, also extends to narrower more localised scales, including in management circles at a transnational scale.

The analysis of the signatories of EGFAs reveals the overwhelming presence of the GUFs in the negotiation of EGFAs, and the analysis of EnergyCo specifically highlights in more depth their pivotal role.

In EnergyCo, national union representatives involved recognise the coordinating role of the GUF in the negotiation:

‘Negotiation, on the union side, was done by the GUFs’<sup>xvii</sup> (interview Union-EnergyCo-1)

‘It was the representative of IndustriAll, it was him really, and also the representative for PSI. So, they were both at the core of the negotiations’<sup>xviii</sup> (interview Union-EnergyCo-2).

The GUFs themselves also acknowledge that:

‘[The GUF] has a mandate from its affiliates to initiate, negotiate and conclude GFAs [...]. IndustriALL has a coordinating role and is a driving force in the process for advancing workers’ concerns and priorities. Throughout the entire GFA negotiation process, that may take several months and well beyond, we are in constant communication with affiliates in the company concerned’ (interview IndustriAll-1).

In EnergyCo, the GUFs appear to have become more involved over time. A representative of one of the GUFs explains the process that led to the renegotiation:

‘It was, because of two things, one because of the implementation, because we saw that nothing was happening with that agreement [...] they had the meetings but nothing really substantial happened. [...] But the second one was that we realise that the agreement was really old, and it was very obsolete, so we needed to introduce new concepts and new terms because the society is moving, the companies are moving, the sector is moving, so you need to include new things’ (interview IndustriAll-2).

And indeed, in 2018, when the EnergyCo agreement was renegotiated, a management representative emphasises that the role of the GUFs changed:

‘For the first two agreements in 2005 and 2009, the GUFs were also present, but they were there more to attest that the negotiations were going well, they were sponsoring the process in a way. In 2018, it was very different, the two GUFs with whom we negotiated. IndustriAll and PSI, wanted to take the lead, and so the trade unions represented in the group of companies were [...] let’s say that it was really the GUFs who negotiated with management<sup>xix</sup> (interview Management-EnergyCo).

More generally, GUFs strive to cultivate this position of professional, reliable and valuable negotiating counterpart, for instance by adopting a set of guidelines or conditions that need to be met for an agreement to be signed:

‘We [the IUF] have quite strict guidelines set by our global executive committee, about the criteria in which we will enter into international framework agreements, and that criteria includes not just a statement that workers have rights, we don't need an agreement to state that workers have rights, there is a whole lot of UN instruments that guarantee that workers have rights, so we find that pretty meaningless, but what we increasingly negotiate with these agreements is not only that workers have rights but how the company will facilitate access of workers to those rights’ (interview IUF).

‘We [IndustriAll] have a few red lines that for us are very important in the agreement and we realise that none of them were included [in EnergyCo]’ (interview IndustriAll-2)

for instance, neutrality of the employer in relation to workers’ choice to join/not join/create a union, inclusion of all company’s operations, as well as contractors and suppliers, union access to the workplace (interview IndustriAll-2).

Despite this central role in the negotiation of GFAs, it appears that the GUFs also cultivate network relationships and rely on national unions and their representatives at both the negotiation and implementation stages.

## *2) The pivotal role of GUFs in networks falling in the scope of GFAs*

GUFs’ affiliates within a company can play an additional role at an early stage for GUFs to rely on the privileged relationship they might already have with a particular company, which increases the likelihood of an agreement being negotiated.

‘We [the GUF] negotiate GFAs in close communication with our affiliates having membership in the company concerned, particularly those in the home country’ (interview IndustriAll-1).

**Variety of engagement with union networks** – In the functioning of these networks, the role of GUFs is central. In this regard, it is interesting to note that two GUFs involved in the cases adopt different approaches – the IUF and IndustriAll. Their practices diverge in terms of approach:

‘We [the IUF] have a number of international framework agreements, but not too many’ (interview IUF).

‘We [IndustriAll] are open to work with all the companies in the world, we would love to have agreements with all the companies in the world, that would be perfect for their workers’ (interview IndustriAll-2).

and in terms of involvement of affiliates during the negotiation phase:

‘I mean increasingly with those agreements, we will get the endorsement of our major, our largest affiliates in a particular company before we sign an agreement’ (interview IUF).

‘When I [IndustriAll] start the agreement, the negotiation, if I have a draft, if I prepare a draft, I prepare it and send it to the affiliates and say look this is the draft that I prepared, please make comments in case you want to add something or if the company is the one who drafts the baseline, I send it to my affiliates and say look this is the draft agreement that the company is proposing [...] we informed them that the negotiations start, so we negotiate and when the document is almost finished, I come back to them and say look this is the document that we have done, let us know if you agree with this or not, if there is something that you want to add or that you want to, you are against’ (interview IndustriAll-2).

Finally, at the implementation stage:

‘Usually, the agreements are monitored by regular meetings, so we will have, with the big companies, we try and make it twice a year, and we have not just ourselves, but we have representatives from affiliates. [...] from the different continents, and so we will come and generally representing our wider membership on those continents with any particular rights issue that we want to discuss, which we try to communicate to the company in advance, so that they have the ability to do some research before the meeting’ (interview IUF).

‘We [IndustriAll] manage to lead the negotiations but the implementation, our role is more to guide the national unions on the agreements, how they can bring it to the national level to implement it. So, we deal with all of the national unions, but the reality is that they have a lot of work to do’ (interview IndustriAll-2).

Communication channels remain open in-between meetings:

‘And in between meetings, we try and keep the dialogue [unclear] anything that comes up that's urgent between meetings, we have communication channels with corporate that are kept open so we can keep working’ (interview IUF).

In EnergyCo, in terms of communication with management between meetings, this mostly happens through the committee’s elected secretary. Nonetheless, the latter expressed how useful the GUF representatives’ experience had been in helping him settle in the role of secretary:

‘It’s a two-year mandate [IC secretary], which is too little time in my view, considering the complexity of the role. It really takes at least one year to grasp all its intricacies’,<sup>xx</sup> (interview Union-EnergyCo-2)

especially considering the differences in terms of management-union relations between France and Belgium<sup>50</sup>. In this regard, the help of the GUF representatives was important,

‘at the beginning, when I started, I didn’t really know how to handle everything, and they really helped me, gave me a lot of tips, as they have a lot of experience at global level’<sup>xxi</sup> (interview Union-EnergyCo-2).

**Reliance on national industrial relations (The example of labour coalitions)** – In EnergyCo, in addition to communication between the GUF representative and their affiliates, a diverse union coalition including representatives of national unions in the company is involved in the negotiation and implementation. Such practices are not without challenges:

‘What we are doing is to bring to the table national unions from very different countries. So, in this case we have someone from Brazil, someone from China and the rest of the unions are from Europe, in the situation that they’re coming from different subsidiaries from the companies, and one of them are from nuclear, one of them are from renewables, one of them from services, from utilities, so the situation of these workers is different’ (interview IndustriAll-2).

and involves negotiation within the union coalition:

‘It’s not easy to converge toward one expression, we were around 20 union representatives, so managing to find a common expression, it’s not easy, you have to find the words that satisfy everyone’<sup>xxii</sup> (interview Union-EnergyCo-1).

Nevertheless, even though the GUF sectoral director attends annual meetings and steering committees, as well as acts as a communication channel to connect the implementation committee and local representatives on the ground via its affiliates, the findings above show that the GUF’s representatives in charge understand their role at this stage as more hands off, with other IC members and local union representatives and local management as the main actors of implementation, the GUF acting as a guide. In this regard, the role of the members of the original

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<sup>50</sup> At the time of the interview, the IC secretary was a representative of a Belgian union.

labour coalition – the IC members in EnergyCo – play a key role in connecting with local networks, notably to ensure dissemination of the agreement:

‘We work to present the agreement to our union representative colleagues, so that they can take ownership of the agreement and contribute to implement it’<sup>xxiii</sup> (interview Union-EnergyCo-1),

and this work consists in:

‘We travel around, give presentations [...] we try to give concrete examples and demonstrate its added value for employees’<sup>xxiv</sup> (interview Union-EnergyCo-1).

Ultimately, the point is to hold management accountable on any aspects of the agreement (interview Union-EnergyCo-1).

The focus groups reveal that formal links between union representatives on the ground and discussions at corporate level, through representation in the IC, constitute a guarantee of awareness of the agreement, which can otherwise be somewhat inconsistent:

‘Yes, absolutely, I’m completely and utterly aware of it [the GFA]. The guy who [FG participant’s name] has taken over from [name], I was in dialogue with [him] all the time, he fed me all the details of all the meetings everything to a point that it was bursting my inbox. [...] [He] actually chaired the CSR committee, which for someone who is not French in a French company, to chair is quite remarkable. So, we got more back from [him] that we could ever have imagined, because it was quite a closed group, to put it that way, so we punched above our weight in that one that's for sure’ (FG2 – Workplace representative).

Conversely,

‘I’m aware of lots of other things you know that would probably fall in line with quite a lot of their agreement, but obviously I’m aware of the corporate social responsibility of the [EnergyCo] group and obviously that is implemented in all the countries where [EnergyCo] operates, which is along a similar sort of line, you can take any of the articles out of the corporate social responsibility and it will probably cover all the areas that are in the global [framework] agreement. I am aware of that [the company CSR policy], but I wasn't



specifically aware of the global [framework] agreement you're talking about' (FG1 – Workplace representative).

This lack of awareness of the GFA, as well as CSR, is by no means limited to workers but would also extend to local management too (FG2 – Workplace representative), with union activities seen as a source of knowledge:

'We're all very active people within the unions. If you were to go and speak to anyone at a power station for example and you ask them about CSR they would just think it's an acronym, they wouldn't actually know what it was' (FG2 – Workplace representative).

The reach of these formalised network connections has limits. First, there are geographical limits, as such tasks are performed in a handful of European countries, as the IC members operate within the confines of their national borders.

It is also affected by union density, for instance:

'In France, you see, at corporate level and [in some subsidiaries] union density is rather high, so we have relays. There are a certain number of companies where the union density is much lower, so we don't necessarily have the means to promote the agreement<sup>xxxv</sup> (interview Union-EnergyCo-1).

Another challenge that emerged clearly in EnergyCo was the fragmented nature of the work associated with the implementation of the agreement. Indeed, the time awarded to IC members for them to dedicate to monitoring the agreement is not necessarily very significant— especially for members who are not also part of the steering committee:

To fulfil their duties, IC members are regularly provided with any relevant information about the implementation of the agreement in the subsidiaries and are allocated time: 7 days per year for IC members, an additional 13.5 days per year for members of the steering committee, an extra 14 days per year for the secretary, and finally a credit of 20 days per years for all members for occasional actions in the field (EnergyCo – GFA, 2018).

As a result, some union participants voiced their frustration with the very intermittent nature of the task (interview Union-EnergyCo-3), with the work possibly concentrated a few days a year around the time of the annual meeting, where the engagement would need to be much greater. One reason for this put forward by a participant is that IC members do not necessarily spend

enough time on CSR because they have too many representative mandates, too much work, too much travelling to do (interview Union-EnergyCo-2).

Although, it is understood that annual meetings are not enough to guarantee implementation:

‘What we [IndustriAll] normally do is to, is to meet once per year to try to monitor the implementation, but in one meeting of one day there is not much time to do things or to discuss things, so because of that it is important to work during the entire year, and because of that there is that exchange of information’ (interview IndustriAll-2).

The fact that IC members are scattered in different countries also contributes to the intermittent nature of the work:

‘There is also a practical problem, because the [IC members] come from different countries [list], we don’t have them at hand. So, when we have them in Paris once a year, the idea was to use this opportunity to work together [on a guide for implementation]<sup>xxxvi</sup> (interview Management-EnergyCo).

This geographical limitation and challenges linked to union density, combined with the necessity of working between annual meetings to ensure satisfying implementation of these agreements, points to the need to ensure the ongoing building of transnational networks. And the agreement has in fact opened up channels of communication with affiliates on the ground through the GUF to raise issues – including issues related to the environment (interview Union-EnergyCo-2). And management has encouraged workers representatives to ‘use’ the agreement in such a way (interview Management-EnergyCo).

Similar to the processes presented in Section I, these network relationships work to ensure a wide implementation of GFAs and thereby increase the social capital of worker representatives at local scales, but also contribute to solidify the position of GUFs as the counterpart of management at a transnational scale. In relation to the environmental agenda, it is therefore no surprise to find evidence of similar methods to those employed in the field of power by union actors.

### *3) EGFAs as an environmental policy tool – importing the logic of the field of power*

The logic at play in more institutionalised settings of union representation, in its three aspects of policy, capacity and coalition building – as described early in this chapter – can also be found in the context of EGFAs at a transnational scale.

**The example of Just Transition** – The work done by the ILO around narrative building, as well as the policy work done by the ITUC has contributed to the mainstreaming of the notion of just transition, and brought coherence to the labour movement’s environmental demands, which in turn has an impact on EGFAs:

‘We [the GUF] may make reference to internationally agreed environmental standards and/or existing ILO instruments, such as the Guidelines for a just transition towards environmentally sustainable economies. These guidelines have given the concept of Just Transition an internationally accepted definition that makes it easier for us to integrate this concept in our GFAs. The fact that the 2015 Paris Agreement also makes reference to Just Transition is another important element’ (interview IndustriAll-1).

EnergyCo agreement is an example of such a process. More generally, the policy developments within the wider international labour movement find echo in organisational policies and practices. For instance, regarding the inclusion of environmental provisions, IndustriAll follows an unwritten rule that consists in:

‘We [the GUF] don't have a clear position on that, we don't have a political document, a political paper on environmental issues but in all of our global framework agreements we try to include something about environmental issues’ (interview IndustriAll-2).

This became common practice:

‘in the last four three years, because we have global framework agreements that are very old and most all of them, they have been renewed in the past 3-4 years, so what we are trying to do is to include it in the renewals of those agreements’ (interview IndustriAll-2).

As an example of the impact of this process of narrative building around just transition is the inclusion of the notion not only into the EnergyCo 2018 agreement, but also now as part of the

company's CSR vocabulary. In 2018, the URD mentioned the idea of a 'fair transition' in relation to the GFA (which contains a section about it). In 2019, a whole sub-section of the non-financial performance report was entitled "[EnergyCo], a responsible company committed to a just and fair energy transition", even though the global agreement is mentioned a few times, it is not necessarily in relation to the concept of just transition. In 2020, the idea of a just transition is mentioned under the theme of responsible development, and more specifically information on the development of the industrial sector:

'The Group is committed to contributing to the development of the industrial sectors needed for the energy transition (marine energies, offshore wind power, photovoltaics, batteries, hydrogen, etc.) or their revitalisation (nuclear) by redeploying the necessary skills, developing skills and setting up support, retraining and protection schemes for employees for a just transition' (EnergyCo – URD, 2020, p187).

The success of the notion of just transition outside of union circles is not without risks. Taking the example of the UNGC, through which the idea of just transition has been promoted, a representative of the UNGC warns that the notion subsequently undergoes a process of interpretation in the corporate context:

'From our side we have been working with companies specifically in the energy sector of course that have committed to green jobs/ decent jobs and a just transition and this is of course one of the topics that even more requires that broad multi-stakeholder dialogue. While, for example, for emission reduction discussions it is always helpful to have the correct incentives and to have the enabling conditions, for just transition, it's impossible to do it without very close coordination between unions, between governments, between companies [...] to make sure that the discussion remains constructive, as we actually also start seeing already companies in the oil and gas sector trying to use the narrative around just transition in order to slow down the transition, which is of course not what the creators had in mind' (interview UNGC).

**Articulating the abstract and the concrete** – A similar dynamic as the one implemented to increase social capital in the field of power finds echoes in the context of EGFAs. One GUF representative explains that the nature of the topics discussed as part of the implementation of GFAs can be:

‘Much more abstract, we are talking about rights to be part of a union, health and safety in general terms, equality, environment, just transition, so for them it's like, it sounds really weird and sometimes they don't know how to bring it to the national level’ (interview IndustriAll-2).

Local representatives are not unaware of this and emphasise that:

‘One of the risks associated with this kind of agreement is that its value might only be shown through examples from far away countries. So, we need examples of where the implementation of the agreement has changed practices, which were already good here in France, but which, as a result of this agreement, have become richer. So, it’s a bit of hard work because the agreement is very rich, addresses many things and is not monitored through objectives that are part of the usual reporting practices, it’s not necessarily easy to rally people<sup>xxvii</sup> (interview Union-EnergyCo-1).

Articulating abstract discussion and concrete implementation is made even more difficult as, a GUF representative observes, that such tasks are mostly outside the comfort zone of workers’ representatives, where they are more used to negotiate on very concrete matters:

‘Because the national unions, they are more used to negotiate with the company at national level and to negotiate about salaries, working time, overtime, health and safety, but very specific things that you can see, that you can touch’ (interview IndustriAll-2).

In this regard, a participant drew a comparison between the work of the EWC and the IC. Monitoring the agreement requires discussing issues at a global and macro level, and it becomes much harder for people to identify the impact on employees in their everyday work, in a particular country. With the EWC:

‘It’s easier because they just have to go back to the employees [they represent] and tell them about an on-going restructuring process, it affects this many people, in this place, on these occupations, these industrial processes, we will have to talk about it, have a debate. So, these things are so down to earth, so clear and simple that it is understood straight away<sup>xxviii</sup> (interview Union-EnergyCo-5).

Therefore, unsurprisingly, capacity-building practices occupy an important place in some GFAs (6 agreements), for example:

‘Inditex and IndustriAll Global Union undertake jointly to develop training policies and programmes on labour issues designed to progress the implementation of the Agreement throughout the Inditex “supply chain”’ (Inditex, p4).

EnergyCo is amongst these agreements and provides that:

‘The [IC] members will be given opportunity for training about matters covered in this global framework agreement with adequate time allocation in order for members to perform their roles efficiently’ (EnergyCo – GFA, 2018, p24).

And indeed, an annual training is co-organised by management and the GUFs. At the time of the interviews, only one session had been organised – a general session on the agreement, whilst a second session was due to take place on due diligence but was cancelled (because of the pandemic). The assessment of participants was positive:

‘It was a really good session, it was to explain what a global framework agreement is. We were giving them examples, we brought someone from Renault, the French company, the auto company, because that committee is working very well, so we brought someone from there to talk about how they work in their own committee, for them to see the possibilities that they can have in EnergyCo. We brought someone from the ILO also to talk about this, it was really, really interesting and we also had examples, practical cases for them, we divided them into groups, small groups to discuss’ (interview IndustriAll-2).

However, discussions of the environmental agenda in focus group 2 reveal that, here too, the network connections work both ways:

‘It [the GFA] is rather intended to be much more of an enabling framework agreement and the key challenge for us is to make sure that it’s sufficiently broad so as not to prevent things being taken forward at the local levels where we have got that greater degree of ability to engage and indeed to collectively bargain, consult and negotiate on a lot of this’ (FG2 – National Officer).

Interestingly, another participant highlights how bottom-up and top-down processes actually come together:

‘I think we’re doing a lot of this [reference to environmental themes identified in EnergyCo GFA], but we’re not doing it in an informed, consistent way that relates to CSR. We’re doing in a way that this is what our business is, this is what we do, and we go through that. But nobody ties it to the CSR, and it’s about how we can make those step gains to even better corporate social responsibility’ (FG2 – Workplace Representative).

**Coalition building** – Though interactions with the larger civil society are perhaps less common at company level. For instance, a representative from a GUF explains that:

‘We try to cooperate with some NGOs over lots of issues, but not normally in terms of our company work’ (interview IUF).

However, evidence of tension and a potential lack of mutual understanding between unions and NGOs is also mentioned by union representatives at local level:

‘We clearly always have the problem of the vision of NGOs, as if environmental issues were only dealt with by NGOs<sup>xxxix</sup> (interview Union-EnergyCo-5)

where there would need to be

‘a joint dialogue with different partners. It’s maybe not something that is in our DNA [as unions] but that would be necessary also for them, to understand that you can’t have a pre-conceived discourse, that there are genuine constraints and that we need to understand each other on these issues<sup>xxxix</sup> (interview Union-EnergyCo-5).

Nevertheless, an HR manager at EnergyCo emphasises that the impact of GFAs goes beyond their signatories:

‘The commitments we make, even though this is an international framework agreement, it remains a commitment, and particularly with regard to external actors, especially stakeholders, who can use their advocacy platforms to say that this or that company committed to something, and their practices are different<sup>xxxxi</sup> (interview Management-EnergyCo).

And in fact, all members of the EnergyCo IC mention the example of an on-going dispute between the company and NGOs representing indigenous communities in Mexico regarding the development of windfarms (see Box 1). This case provides a good illustration of how different legal or non-legal instruments and mechanisms can coalesce within a single instance.

## ILLUSTRATION – THE CASE OF WINDFARMS IN MEXICO

### *Timeline of the case*

**2015** – EnergyCo’s Mexican subsidiary starts negotiation with landowners in a region of southern Mexico called the Isthmus of Tehuantepec, considered one of the regions of the world with the biggest potential for wind energy.

**2017** – EnergyCo’s Mexican subsidiary signs energy supply contracts with local authorities and requests a permit to generate electricity.

**2018** – EnergyCo’s Mexican subsidiary submits an environmental and social impact assessment – pursuant national law – highlighting the potential negative impact of the project on ancestral lands and natural resources.

A federal court orders the carrying out of a proper consultation with local communities on the basis of national law and the ILO Convention 169, which guarantees free, prior and informed consent. But local NGOs claim that proper consultation has not been carried out, and the process has given rise to instances of violence.

The local NGOs raise a complaint with the French National Contact Point – the grievance mechanism under the OECD Guidelines for Multinational Enterprises.

**2019** – the complaint is withdrawn by the filing NGOs, arguing that the process was ineffective.

EnergyCo is given a three month notice to amend its vigilance plan with regard to ensuring proper consultation of local communities in Mexico.

**2020** – the NGOs file a civil lawsuit on the basis of the French law on the ‘Duty of Vigilance’, arguing that the company had not provided an adequate vigilance plan.

**2021** – the French court rejects protective measure aimed at provisionally stopping construction.

**2022** – the Electrical Federal Commission annuls the energy supply contracts signed in 2017.



### *Participant's accounts*

As per the provisions of the agreement:

‘The global Committee can make proposals to the Management to punctually carry out missions to observe the proper implementation of the corporate responsibility in the field’ (EnergyCo – GFA, 2018, p17).

Union representatives in the IC have been involved in gathering information on this particular case.

The GUF representative declares that they:

‘Raise[d] [the issue] with the company, and with our influence with IndustriAll and our affiliates in Mexico and also with the NGO that was dealing with this, we tried to connect with the company. There has been some kind of dialogue, but nothing really happened, and what we do is to monitor it through the annual meeting, the steering committee’ (interview IndustriAll-2).

And management confirms that the deputy head of HR presented the case during one of the annual meetings (interview 1), and explains that in this region of Mexico, the company:

‘Interacts with two indigenous communities, which themselves are more or less instrumentalised by NGOs, or rather NGOs act as spokesperson on their behalf, with or without their approval, and use this opportunity to raise disputes’ (interview Management-EnergyCo).

Local union representatives show awareness of the details of this case, and in particular the fact that this area of the globe has seen large amounts of investment in renewable energy, including from EnergyCo’s subsidiary (interviews Union-EnergyCo-2 and 3). One of them explains that, in addition to land ownership disputes, other issues also occur, such high bird mortality – and the need to dispose of the birds – as well as soil pollution from the use of lubricant (interview Union-EnergyCo-3).

In terms of union involvement, the IC members called upon the provision of the agreement quoted above, and the company paid for two representatives to visit the site, carry out an analysis of the situation, and present conclusions. Unions and NGOs also met in Paris (interview Union-EnergyCo-3).

**The minimal role of EWCs** – A GUF representative acknowledged the fact that:

‘There is a huge difference between Europe and the rest of the world because Europe is moving really, really fast on all these things [environmental agenda], so the European companies, the companies that are based in Europe, the headquarters are from Europe are much more willing to work on this and to implement it than companies from the rest of the world’ (interview IndustriAll-2).

However, the mapping exercise carried out in chapter 5 reveals that EWCs are not as present as one would perhaps expect. On environmental issues more specifically, in EnergyCo, the EWC member interviewed mentioned that environmental issues did not fall within the scope of its information and consultation rights:

‘At the EWC, on environmental issues, we are not consulted, very clearly, it is more a process carried out by the [IC]. Now, whether this is a good thing, I’m not sure because very clearly in the EWC very often everything gets a little mixed up’<sup>xxxii</sup>,

as restructuring can have environmental impacts (interview Union-EnergyCo-5).

Nevertheless, other interviewees confirmed that the EnergyCo EWC has a working group on the energy transition of the group and that exchange with the IC did occur in this context:

‘The EWC has working groups, for instance on energy transition. So, as we [the IC] have the environment, there could be exchanges. But in reality, we exchange documents, but we don’t work together, and that is really one of my biggest regrets’<sup>xxxiii</sup> (interview Union-EnergyCo-2).

‘The results of our work [within the EWC working group on energy transition] are communicated to the [IC], making it clear that it has a European scope though’<sup>xxxiv</sup> (interview Union-EnergyCo-5).

The EnergyCo EWC agreement was, however, recently amended to include both the duty of vigilance and environmental protection to the scope of information and consultation.

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Establishing themselves as a counterpart at the transnational scale has constituted the main objective of labour actors – and GUFs in particular – when negotiating GFAs. One of the steps to achieve such a result has been to focus on introducing procedural provisions in GFAs, and especially provisions that foresee organisational change. For this role to materialise in practice, labour actors must nevertheless have or acquire capital. Building and maintaining union networks is critical in this respect. Although, building and maintaining networks is time and energy-consuming work, and in this regard existing national industrial relation systems, as well as higher levels of unionisation, certainly provide shortcuts.

Mechanisms regulating levels of unionisation were not examined in this study, although they would certainly include influences external to the field of inquiry, such as the general approach to the regulation of IR through national legal systems (MacKenzie and Martínez Lucio, 2014). This would fall within the category of relationship between the field and the field of power, as defined here, relating to the role of labour in processes of environmental regulation. In this regard, the pivotal role of GUF also brings into focus how agents can be active in different fields, including the field of power. The inclusion of just transition in EnergyCo agreement suggests that the GUFs played a critical role in driving the inclusion of environmental provisions.

Similarly, workplace representatives are also able to jump scale – from local to transnational – for the purpose of monitoring the implementation of EGFAs. Even though, they have not necessarily been particularly proactive on environmental issues, EnergyCo suggests that, regarding environmental issues, the attitude of the negotiating labour coalition, did change between the first agreement and its renegotiation in 2018. Such an example points to the importance of considering EGFAs in the wider context, and shows how battles for a narrative – on the approach to environmental regulation – are often fought at an abstract level partially outside the field of inquiry, in the field of power, and still have an impact on other fields.

This cross-influence between field and field of power is also manifest in the conception of EGFAs as a policy tool. Indeed, such a conception suggests that EGFAs can take on a double role: building union networks, which provide capital for unions at a transnational scale, as well as possibly changing practices within the network; and also in relation to unions' role in environmental regulation.

It is nevertheless important to remember that EGFAs are negotiated instruments between management and union representatives, and that management representatives are bound to have an influence – potentially dominant – on the content of the agreements and on subsequent practices.

# **CHAPTER VII**

## **MANAGEMENT'S SOCIAL CAPITAL – CONTROLLING ENVIRONMENTAL REGULATION IN THE FIELD**

This chapter is still concerned with the 'agency' dimension of the analytical framework, and, in the same vein as chapter 6, considers the interactions of actors, with a particular focus on union-management and management-management relations, conceptualising these in terms of Bourdieu's sociology. After analysing the relation between the field and the field of power, and union's positioning in the field of inquiry, union's positioning in the field is now put in relation to management's positioning, issues around boundary disturbances and entry of new agents are also addressed (Boyer, 2014, p117). The fact that EGFAs are a joint initiative implies to understand the nature of management's influence in the field of inquiry and how it relates to labour agency (I), as well as to carefully re-assess its dominant position in the light of its internal characteristics (II).

# I. UNDERSTANDING THE NATURE OF MANAGEMENT'S INFLUENCE IN THE FIELD

## A. The importance of the company IR culture in the existence of GFAs

One representative of the GUFs explained that the kind of environmental provisions they manage to include in EGFAs:

‘Depends a lot on the kind of company and the kind of business and where do they have their operations, and as well the sensitivity of the company to those issues’ (interview IndustriAll-2).

The importance of company characteristics is echoed by participants across cases and scales, from the ILO:

‘The industrial relations culture of the company is something which can boost the implementation record or the impact let's say of the signed agreement’ (interview ILO-2).

To a local union representative in one of FoodCo’s subsidiaries:

‘Once again, we are at [FoodCo’s subsidiary], so dialogue is very free, we are lucky. We’ll see if it lasts but until today we have always had [successive CEO’s names] who were open on all subjects, meaning that even, when we had issues that were specific, we were always able to call, send an email, have a meeting with these people to talk about it, so in the [IC], it’s exactly the same<sup>xxxv</sup> (interview Union-FoodCo)<sup>51</sup>.

He added that management is not only open to contributions from French trade union representatives but workers’ representatives all over the world, the latter having gained confidence in the last 5 or 6 years (interview Union-FoodCo).

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<sup>51</sup> See Appendix 12 (p375) for original quotes in French.

A management representative in EnergyCo explained that in the early 2000s, when the company started expanding beyond national borders after electricity markets were opened to competition and the company changed status, a person was hired and put in charge of:

‘The task of finding channels and ways to have social dialogue at international level [...] And that is when we discovered that there were companies negotiating international framework agreements, the idea being to commit to behave in the same way in all the places where the company operates through social dialogue. And that’s how we negotiated the first agreement in 2005’<sup>xxxvi</sup> (interview Management-EnergyCo).

One national union representative indeed confirmed that the management person overseeing the negotiations understood the importance of CSR and engaged in constructive debate and accepted many union demands (interview Union-EnergyCo-2).

This positive assessment of the engagement of EnergyCo with unions is also evident at local level. Indeed, focus group participants highlight the commitment of the company to the agreement:

‘I take some comfort, even if it's cold comfort, from the fact that, for example, I think the company recognised that the refreshed CSR agreement of 2018 due to run for three years has not achieved all that it set out to achieve and hence why it is being renewed and extended for a further period’ (FG2 – National Officer).

As well as the fact that engagements at corporate level have trickled down:

‘They've got all these fine words in the global framework agreement, but it's about them saying what they’re going to do and then acting upon that and delivering it. So, it's about the set of principles that were in the agreement, how they’re actually delivering it [across the piece], and I think EnergyCo has’ (FG1 – National Officer).

The significance of the company’s IR culture can have a positive, but also negative impact, on the existence and effectiveness of GFA. The union representative involved in the negotiations with BeverageCo explains that:

‘[The unions] were prepared to renew the agreement but the company didn't want that’ (interview Union-BeverageCo),

and he hypothesized that there were several reasons for this. One was that:

‘they just consider they could run CSR on their own’ (interview Union-BeverageCo),

but also possibly because:

‘there was a change in HR director and the one who used to negotiate left and was replaced by somebody else who was less interested’ (interview Union-BeverageCo).

Finally, it may have been more of a:

‘communication issue rather than something that they wanted to go much in depth at least with us’ (interview Union-BeverageCo).

Accounts from the company’s CSR representative confirm that the decision came from the company, because they were active in countries where:

‘Social partners are not the same, workers’ rights are not the same [...] they realised that having this type of agreement at a global level would be complicated considering the geography of the company, so we thought we would self-regulate through a human rights policy in line with the UN Guiding Principles for Human Rights that would apply everywhere<sup>xxxvii</sup> (interview Management-BeverageCo)

This non-renewal was met with frustration on the union side as their assessment was:

‘We did start to work, it was an interesting spirit, but I think it really needed to go much more in depth. There were many chapters of the agreement that we didn't explore, environment is one example, and there was much more to be done on it. So, at the beginning, we were right to try to have a much shorter agreement, limited to a much small number of points, then we would have really worked on these points, and we would have maybe developed the agreement more over the years, but it didn't go that way, so it was in a way frustrating’ (interview Union-BeverageCo).

Participants emphasises that this dependence on the company’s willingness to engage with workers’ representatives has also a financial dimension to it. To make this point, they highlight the differences between the functioning of IC set up by a GFA and EWCs:

‘The European Works Council has a budget to manage meetings and other costs. The [IC] has not one cent of budget, it is part of the HR budget. [...] Everything that you can do on a volunteer basis and anything that you can get for free, there is no problem [but] it is very difficult, especially now that we are reducing the cost of everything, it is very difficult to get anything that has a cost<sup>xxxviii</sup> (interview Union-EnergyCo-2).

In addition, EWCs have the backing of the law:

‘The advantage for us at the European Works Council is that I can resort to the courts, lawyers if we want to, if there is a problem on a particular issue. That is a key difference with the [IC] today’<sup>xxxix</sup> (interview Union-EnergyCo-5).

The company does behave differently:

The Group HR director feels compelled to attend meetings of the EWC, and it is arranged that way, but for the [IC], he doesn’t, he delegates more easily’<sup>xl</sup> (interview Union-EnergyCo-1).

Given the voluntary nature of GFAs, it comes as no surprise that a company’s IR culture may play a very significant part in the decision of the company to engage in negotiation with union actors at transnational level. It is therefore useful to examine the company’s perception of GFAs and its regulatory role.

## **B. Management’s understanding of EGFAs as CSR tool – consequences in terms of labour agency**

### *1) EGFAs as CSR*

The connection between EGFAs and CSR has been established in chapter 5. The analysis of the data reveals how this connection manifests in the practices of the agents involved.

In 2018, EnergyCo management noticed that negotiations happened with:

‘People who didn’t know what CSR was very well and included in the agreement things that seemed achievable and progressive, and which encourage local engagement’<sup>xli</sup> (interview Management-EnergyCo).



Thereby emphasising that EGFAs are very much part of CSR in the eyes of the company. Interestingly, this perception extends to the role of GUFs, described as CSR experts:

‘Some people’s competence [in terms of CSR] has really ramped up, and some of them end up in companies, some in NGOs, and some in trade unions, but we all sort of speak the same language<sup>xliii</sup> (interview Management-EnergyCo).

This observation can be put in parallel with a comment made by BeverageCo management:

‘CSR has matured everywhere in the world, not only at [BeverageCo], it has become an occupation<sup>xliiii</sup> (interview Management-BeverageCo).

## 2) *CSR and EGFAs – A source of tension among unions*

Union representatives at international level have been quite critical in relation to the use of GFAs as a tool for environmental policy and action. First, because of the ‘closeness’ that GFAs can have to the CSR agenda developed at company level, they point out that they are not immune to greenwashing just because union representatives are involved. An example was given of a framework agreement that was being negotiated with a Spanish energy company, which included references to climate change:

‘but what we were including was the company's commitment to invest in carbon capture and storage, which we know is a little bit of the green washing thing that the energy industry says, not to recognise that they are a massive polluter and responsible. I mean the fossil fuel industry being responsible for most of the emissions that we have out there’ (interview ITUC-GreenPeace-2).

This concern is actually echoed in some of the remarks made by a GUF representative who pointed out that, even though among trade unions:

‘There's a confidence to speak about the issues and articulate a position on [environmental] issues’ [...] but when negotiating ‘with multinational companies or with local companies, you're up against very strong vested interests, it's not like we are all in this same nice wanting to save the world kind of mentality’ (interview ITF),

Which suggests that for unions to be able to negotiate on those subjects, they must have their own specific, meaningful and practical demands – going beyond simply committing to protect the environment or repeating a company’s CSR commitments.

Second, some participants mentioned the inadequacy between the overarching principles of an environmental policy that advocates for a transition away from an unsustainable system and company level negotiations. In particular, GFAs would need to be:

‘Looking to the future to shift the business basically, which companies will be reluctant to accept, they’re already reluctant to accept the accountability for human rights violation, let alone that they would let a union in to decide on their policy’ (interview ITUC-1).

Another argued that the result of this inadequacy manifests in the fact that for most EGFAs, when they contain practical commitments, these are:

‘Of the order of workplace action, which is good, like having an environmental plan, action in the workplace, energy efficiency, mobility plans, all great but disconnected from the very source from where those companies are making money, their business, which is the problem in the end’ (interview ITUC-GreenPeace-2).

The ITUC representative recognises that EGFAs perhaps:

‘Would be too limiting for either a national plan on a green transition or a broader agenda that needs to be discussed with the other levels of tripartite negotiations where they exist, and hopefully they can be a little bit in line’ (interview ITUC-1),

but emphasises the risk that EGFAs would perhaps not constitute the best avenue to negotiate transition, as it can involve more than one companies or a new business:

‘You would automatically have a natural reflex of a global union to sign an agreement with the company that they have a relationship with to continue to develop this’ (interview ITUC-1).

This opposition to CSR, as an approach, can also be found in discussions between workers’ and employers’ representatives at international level during the discussion at the ILO 2019 Meeting of experts on cross-border social dialogue:

‘The employers in general they are more interested in unilateral, in management driven socially responsible policies and initiatives etc., the workers were more interested in IFAs

[...] the workers didn't even want us to examine CSR [because] CSR by definition is unilateral. The employers insisted that 'no', but it can also involve the social partners in one way or another, so this is social dialogue and indeed what we have done is that we have found a number of examples of how CSR can also generate social dialogue' (interview ILO-2).

### *3) CSR as source of inspiration and leverage*

At company level, chapter 5 revealed this closeness between EGFAs and the CSR logic. It is also important to point out that this frontal opposition between management and unions around CSR language and logic has not necessarily been found among the interviewees who directly negotiate and implement EGFAs.

**A source of inspiration** – At the transnational scale for instance, participants from GUFs have a very different understanding of the connection between EGFAs and CSR. Even though they recognise the influence of company CSR policies and commitments on the processes entailed by EGFAs, they see it pragmatically as an opportunity for increased agency. First, as a source of inspiration:

‘When drafting environmental provisions, we also consider the company environmental policy and/or statements in this area’ (interview IndustriAll-1).

Indeed, in addition to drawing on their own expertise, they also call upon their affiliates’

‘knowledge and insight of the company to incorporate language on environmental issues that is relevant to the company’s activities and meets workers’ needs and expectations’ (interview IndustriAll-1).

**A source of leverage** – And, second, as a source of leverage, which could lead up to developing relationship with a company and eventually possibly a GFA:

‘They all have these statements about corporate social responsibility, and they are all obliged to follow the OECD guidelines on multinational enterprises et cetera. So, we have

something that we can hold them to account to, we don't have any hard law, there is no international hard law on the stuff, but there are some mechanisms by which we can hold them to account, so that's useful, in terms of the international instruments, and that's just part of our work' (interview IUF).

### **C. Assessing management and labour agency in the negotiation and implementation of EGFAs**

#### *1) Preliminary remark – the degree of priority of environmental issues*

An issue frequently mentioned by participants at all levels is that there can be disagreement within and between levels regarding the place occupied by the environmental agenda, and, as a consequence, the degree of priority that should be given to it. The assessment of participants active at a macro level and whose activities revolve mainly around environmental policy automatically differs from the one of participants for whom environment is one of several subjects that they address, other more traditional labour issues being seen as having to take precedence.

Environmental issues can be de-prioritised, as a result of general dispositions of unions and workers:

‘Workers tend to gravitate towards the bread-and-butter issues and it's hard enough with those to get any leverage and bargaining to resolve those issues. So environmental, while it may be a priority in everybody's mind, sometimes is the one that has to get left out’ (interview TUAC-2).

organisational priorities:

‘The people who are handling those negotiations don't really see this as being so crucial, and they will add these measures more almost as an invitation from the companies to put

it in, more than the unions being the driver of their inclusion' (interview ITUC-GreenPeace-2).

circumstantial concerns:

'I am wondering if conditions of work are worsening everywhere, and I wonder if the just transitions issues, environmental issues might lose a bit of their urgency' (interview ILO-1).

at international level:

'Sustainable development questions are more and more important in the ILO but much less compared to other questions like promoting freedom of association, tackling the problems of child labour, forced labour and, fundamental rights, or promoting occupational safety and health. This by definition is more of our focus' (interview ILO-2).

or at company level, where both management emphasises that:

'Employees are primarily concerned with their personal situation, the usual themes of social dialogue are wages, working condition and gender equality'<sup>xiv</sup> (interview Management-EnergyCo),

adding that environmental issues are not a good theme for social dialogue because

'employees need to be able to act on it, but outside of being a relay for alerts, it is not necessarily a theme where they have plenty to say'<sup>xiv</sup> (interview Management-EnergyCo).

In the context of EGFAs, environmental issues are also not necessarily prioritised during IC annual meetings (interview Union-EnergyCo-5).

## *2) The cases – distinguishing management and labour agency*

**At the negotiation stage** – one GUF representative, involved in EnergyCo, recalls that environmental issues were not specifically brought up by management or unions, as:

'It's a concern from the company about the environmental issues, but also for the unions' (interview IndustriAll-2).

This is confirmed by a national union representative who mentions that it was natural that the topic came to be discussed (interview Union-EnergyCo-2).

But, despite the fact that both parties were willing to engage in negotiation on this topic, compromises still had to be made. A local union representative recalls that:

‘For the renegotiation, management initially had the idea to significantly reduce the [substantive] scope [of the agreement]. But we feared that a much-restricted scope would deprive us of our right to scrutinise certain issues, which may not have been dealt with in depth in the implementation of the previous agreements but were issues where we wanted to be legitimate to intervene if needed. So, we had to find a compromise. Among these issues were environmental ones, and we accepted the proposal from management not to have a specific section of the CSR agreement. So, in turn, we tried to include in a number of provisions, some elements concerning the environment, which, according to us, could be relatively easily monitored on the ground<sup>xlvi</sup> (interview Union-EnergyCo-1).

Thereby highlighting that environmental issues can be perceived by union representative as legitimately belonging to the scope of their representative functions in the context of EGFAs.

BeverageCo on the other hand, constitutes a contrasting example, where the union representatives did not play any part in the inclusion of environmental provisions, as:

‘Our priority was not about the content of the agreement but to set up a procedure that would allow us to get regular information from the company and to have regular exchange of views’ (interview Union-BeverageCo).

**At the implementation stage** – in BeverageCo, the interview with management reveals that the EWC – in charge of monitoring the agreement – was kept informed of the company’s policy on environmental matters (interview Management-BeverageCo), and in fact:

The sustainability report [communicated to the EWC] is part of the generalist yearly report to the shareholders and there is that chapter that is on sustainability’ (interview Union-BeverageCo).

So, although information was given on these subjects, the union representative confirms that discussion – as opposed to information – did not happen on this as their priority was to:

‘Concentrate on the issues of workers’ rights, collective bargaining and issues like that’ (interview Union-BeverageCo),

especially as at the time the company was going through

‘different restructurings with losses of jobs, and of course that's a top priority for workers in this context’ (interview Union-BeverageCo).

In EnergyCo, the absence of pro-active participation of union representatives appears to not be specific to environmental issue, but rather to concern the implementation of the GFA in general. Indeed, representatives of both management and union conclude that union actors have not necessarily been very proactive (Management-EnergyCo; Union-EnergyCo-2 and 3), whereas this was a central feature of the renegotiation in 2018 (Management-EnergyCo; Union-EnergyCo-2; IndustriAll-2).

Specifically on environmental issues, the limited scope of the discussion of environmental issues is not necessarily lived as a negative experience, one union representative at EnergyCo comments that:

‘It is not that the environment is not a core value or a core preoccupation of [our union organisation], but in relation to the renegotiation of the agreement, it was not our first preoccupation because in this area, we didn’t necessarily have frustrations regarding the policies implemented by the company<sup>2xlvii</sup> (interview Union-EnergyCo-1).

This is also echoed in the account of the CSR representative at BeverageCo, who explained that environmental issues are not contentious issues, and, as far as her knowledge goes, have not been discussed in the EWC. She speculated that this is probably connected to the fact that the company is very proactive on the environmental agenda and communicates extensively on it (interview Management-BeverageCo).

Nevertheless, bringing nuance, an IC member explained that the degree of priority granted to environmental issues does not necessarily reflect the individual’s convictions (interview Union-EnergyCo-5) but is more the result of orientations decided at the level of the organisation to which they belong:

‘What we do is to translate this environmental issue into the impact that this will have on workers, because I'm worried about environmental issues, but I personally [name] I worry about that, but what I mean is the organisation IndustriAll defends workers' rights, we don't defend the environment’ (interview IndustriAll-2).

Nevertheless, to understand the actual influence of management in the negotiation and implementation of EGFAs, it is important to acknowledge the narrow context – the field – and the broader context – the influence coming from the field of power. For this purpose, it is useful to clarify who exactly management actors are and acknowledge their respective positions in the company, and how these positions might reflect influences of the field of power.



## II. REASSESSING MANAGEMENT’S DOMINANT POSITION IN THE FIELD

### A. Vertical coordination challenges – a reflection on the positioning of the parent-company

#### 1) *Implementation of EGFA commitment within the field in practice*

**Subsidiaries** – As highlighted in chapter 5, the scope of GFAs is by definition very broad and involves many actors at different scales, in different countries, not only on the union side but on the corporate side too. As a result, implementing such agreements inevitably means engaging in interactions with those actors who are involved in the implementation, and first in line are the companies’ subsidiaries.

An ILO expert interviewed sums up the challenges actors faced when implementing GFAs:

‘The main idea of these agreements is that whatever you do you have to do it jointly [... and] this joint perception, l’aspect paritaire if you want, you find it mostly at the headquarters and global union level and it is a little bit more difficult to have it lower down the value chain of multinational companies. It exists and it works where it exists, but it’s a little bit more difficult’ (interview ILO-2).

A way to ensure cooperation from subsidiaries is to implement procedures of ratification in the company subsidiaries. For instance, BeverageCo’s agreement was in fact only directly applicable to its subsidiaries within the EU, but the company committed to encourage their subsidiaries based outside the EU to voluntarily enter the scope of the application the agreement, a point that was confirmed by the management representative (interview Management-BeverageCo). EnergyCo made use of a similar technic – although not restricted to the EU – with its own subsidiaries when it negotiated its first agreement. But a management representative from EnergyCo confirms that the approach adopted during the 2018 renegotiation had been different, as they decided to make

the new agreement directly applicable to all their subsidiaries to circumvent any governance issues (interview Management-EnergyCo). He added that:

‘In fact, what had been more difficult wasn’t so much discussing with the trade unions than discussing with our own subsidiaries, and especially our international subsidiaries’<sup>xlviii</sup> (interview Management-EnergyCo).

On this issue of decentralised governance in TNCs, the management representative in BeverageCo reflects that:

‘Having a [CSR] strategy that is more centralised has been very good for the group, because decentralisation is the model for business, but with CSR, it’s not easy because there is strength in numbers and to have more impact with CSR you have to work together’<sup>xlix</sup> (interview Management-BeverageCo).

**Supply chain** – these difficulties appear even more clearly when it comes to the supply chain as direct control can no longer be exercised. However, a contradiction appears, as the company – as the client – does in fact hold a significant amount of power. The provisions on supply chain management contained in the EnergyCo agreement constitute an example of this power relationship between client and suppliers and contractors. The provisions foresee that:

‘Any repeated breaches of the provisions of this agreement, the law, the rules relating to employee health and safety, the principles governing customer relations, and the environmental regulations in force, that are not rectified following notification, may result in the termination of relations with the supplier or subcontractor, in accordance with the relevant contractual obligations.

Any report of a supplier identified by all trade union federations in the Group as having practices that deviate from the commitments described above will be subjected to analysis and feedback by the EnergyCo Group.’ (EnergyCo – GFA, 2018, p7).

However, a management representative confirmed that this option has never been used in practice, showing a preference for cooperation, adding that:

‘There are also some suppliers that are a little unavoidable, with whom we must develop relationships a little more in the long term’<sup>pl</sup> (interview Management-EnergyCo).

Such a position is also echoed by management in BeverageCo, even though the agreement itself also foresees a ‘stick’ approach:

‘Should a subcontractor fall short of or fail to meet CSR requirements, the European subsidiaries may be confronted with the following situations:

- Current suppliers and subcontractors with ongoing business relations:
  - ✓ The supplier / subcontractor is essential to the business: the measures to be taken must be analysed on a case-by-case basis with a view to always improving the supplier / subcontractor’s CSR performance, bearing in mind that the process may prove lengthy;
  - ✓ The supplier / subcontractor is not essential to the business: the European subsidiary shall work out a progress plan focusing on priority actions for the supplier / subcontractor. If the supplier / subcontractor fails to observe the plan or refuses it, the European subsidiary shall implement a process to replace the supplier / subcontractor with another one with better CSR performance.
- If the situation involves a new supplier / subcontractor, any objection to being evaluated or any CSR underperformance shall make it impossible to establish business relations. Good CSR performance is a prerequisite to considering business relations’ (BeverageCo – GFA, 2014, p14).

In fact, in the years during which it was implemented, a union representative involved in the monitoring of the BeverageCo agreement highlights that one of the weak points in the annual report, communicated to the union representatives as part of the implementation of the GFA, concerned their role in:

‘See[ing] and check[ing] what their suppliers in the agricultural sector are doing, the non-direct responsibility that they could take on’ (interview Union-BeverageCo),

which, given the company’s sector of activity, would be especially relevant in relation to environmental issues, as its incorporated activities are not the most polluting (interview Union-BeverageCo).

Indeed, it would appear that the company has implemented some changes in its overall CSR strategy designed to include the supply chain<sup>52</sup>, but would make use of the carrot rather than the stick:

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<sup>52</sup> These changes happened when the GFA was no longer applicable.

‘[In 2017, when the CSR policy was redrafted] we thought we would go further and look at our impact all the way through our value chain, and so we added a section on sustainable agriculture [essentially saying that] we are not just going to buy agricultural products, we are also going to look at how they are produced, and that is where the social and environmental get mixed up a lot, but it is also a huge challenge because we don’t have control over these suppliers, it is in cooperation with them’<sup>21</sup> (interview Management-BeverageCo).

In contrast, the focus group carried out with employees of both subsidiaries and contractors of EnergyCo reveals that:

‘[EnergyCo] made sure that there was a place at the table for the trade unions, they made sure that it would be a tripartism approach to everything on there, no one can make sure we agree but, with everything that happened, but we would all have a voice, that would be ourselves, their supply chain, which is [names of contractors] who have been mentioned, and EnergyCo as a client’ (FG1 – National Officer).

On environmental issues, this coordination can be challenging:

‘I think your supply chain, talking on the construction side, it’s not a switch where you can just make, a light switch, where suddenly they become ultra-green and everything to do with the environment is important. Construction generally is not, you know, in some ways it damages the environment, I mean it is used to putting out pollutants without, you know it's a new concept that we shouldn't do that so much, it changes the natural environment because it builds, so it's never been at the top of their agenda but the industry is moving and I think EnergyCo has moved it there a little bit faster’ (FG1 – Workplace Representative).

With evidence of the company using contractual arrangements as well:

‘They're trying to get their behaviours into the supply chain as well, writing into certain things about how they expect the supply chain from the tier ones and down’ (FG1 – Workplace Representative).

## 2) *The relationship between EGFAs and reporting*

Corporate level management does not necessarily also have accurate knowledge of all the details of its own supply chain at all times. A comment made by one representative of a GUF captures this idea in the context of the implementation of GFAs:

‘We try to communicate to the company in advance [the issues to be discussed during the annual meeting as part of the implementation of GFAs], so that they have the ability to do some research before the meeting. Because if we go to a meeting and we say 'well, we got this problem, you know, in Indonesia' and it's the first time the company has heard about it, then we don't make a lot of progress, because the company has to go and investigate’ (interview IUF).

**Establishing the connection between EGFAs and reporting** – This need for information explains the importance of reporting within TNCs. GFAs are often conceived as instruments of reporting in and of themselves. In 14 agreements, there are provisions relating to the production of a report, these provisions can be quite varied, ranging from unilateral management action:

‘The European Works Council and the EFFAT representatives shall be provided with a yearly assessment report on the enforcement of the agreement’ (BeverageCo – GFA, 2014, p22).

To joint reporting by management and unions at different levels:

‘The draft report made by IndustriALL shall be sent to Solvay within one month after the meeting. Solvay shall transmit its comments on the draft one month later it has been received. The parties will produce a joint meeting report. If there are different views, they will be placed at the end of the joint report. Any problems encountered with the application of this agreement will be outlined in a report that will also discuss the solutions brought to bear. If the difficulties are observed locally this report will be written jointly by management and employee representatives at the site concerned and will be included in the overall review’ (Solvay, p16)

EnergyCo agreement also foresees that the parties will:

‘Jointly produce an annual review of the agreement’s application and the evaluation of the results’ (EnergyCo – GFA, 2018, p17).

A handful of agreements (6) – among which EnergyCo – also foresee that the company will provide the other parties with the relevant information for monitoring the implementation of the GFA, making it a condition of adequate implementation:

‘The [EnergyCo] Group will provide the global monitoring committee with any relevant information about the agreement’s implementation within the subsidiaries on a regular and ongoing basis’ (EnergyCo – GFA, 2018, p17).

A significant number of agreements also refer to the UNGC (21 in total), which is by and large a reporting mechanism. Every year each participant company sends a communication of progress highlighting the actions taken to implement the Global Compact’s principles, which is then published on the UNGC website.

**Understanding the connection between EGFA’s and reporting** – Implementing a culture of reporting is essential for companies to obtain good non-financial ratings:

‘I’d like to think there is that sort of underlying social obligation that says we do this because it’s the right thing to do, but cynically there are also market forces at play there that says if you don’t green your workplaces and practices and be more socially and environmentally responsible you will not secure the investment necessary’ (FG2 – National Officer).

In this regard, several participants – union and management – acknowledge that an improved non-financial rating is a source of motivation for companies to negotiate GFAs (Management-EnergyCo; Union-EnergyCo-3; National-Union-France), thereby establishing a link between reporting, non-financial rating and GFAs.

On the topic of relationships with subsidiaries and supply chain actors, the main comments made by participants – union and management alike in the cases – is that their subsidiaries usually complain about the amount of reporting that they need to do.

The union representative following the implementation of the BeverageCo agreement mentions that:

‘If you look at the work of BeverageCo internally, the reporting work for the different subsidiaries in different countries is very heavy, so I’m quite sure that the national subsidiaries did complain about the fact that they had too much reporting to do, and they

decided at a certain time that they would cut some of the reporting and so our agreement came first in the list of the reporting they could cut' (interview Union-BeverageCo).

He nevertheless pointed out that they were unconvinced by such argument as, with or without a GFA, annual reporting would still continue to happen (interview Union-BeverageCo).

Similarly, the renegotiation of the EnergyCo agreement in 2018 enacted an important change in approach in this regard. When asked about the reason behind it, a management representative explains that:

'We decided that we wouldn't have an exhaustive annual report that gathers information from all the entities [of the group], because these entities, it's true that they suffer a bit from reporting requirements coming from the parent-company, even though we can justify that it's important, for them it's a significant amount of work. So, in contrast, what we wanted here was that the trade unions would become much more proactive members of the [IC], meaning that they wouldn't just listen and criticise the report made by management, but would be genuine actors of the agreement [...] The idea also being that the [IC] could serve as an alert mechanism on these subjects [of the agreement], rather than go through the group whistleblowing process, which necessitates rather specific steps, having a more permanent dialogue with the trade unions, who could pass on these alerts'<sup>lii</sup> (interview Management-EnergyCo).

However, a union representative involved in EnergyCo acknowledged that monitoring the agreement requires having information about activities throughout the group and that this information is mostly provided by management, warning that:

'Reporting has its limits, because series of figures, one of the criticisms addressed to the monitoring process of the previous agreement was that there was an evaluation every year, and this evaluation would very quickly become cumbersome because it was a series of figures. Figures can also be difficult to interpret because it is a construction too, so we need to know what is behind them [...] and also need to work with other sources of information'<sup>liii</sup> (interview Union-EnergyCo-1).

Beyond the limitation of processes of reporting, other participants, across scales, acknowledge the risk of transforming practices within the context of the implementation of GFAs as a straightforward process of communication and information exchange:

‘They always try to give us presentations about the wonderful things they're doing. But the major part of the agenda for us is always the ongoing rights issues, not presentations’ (interview IUF).

An experience also brought up by a focus group participant involved in the EnergyCo IC:

‘My immediate impression that I got from the plenary that I attended was that there is a lot of us great management talking, but there didn't seem to be a lot of time allowed to challenging question. It was very informative rather than consultative and engaging as a group. [...] There was a presentation delivered by [EnergyCo renewable subsidiary] which obviously sparked my interest, so somebody from renewables came along and had a great slide pack and spent 50 minutes of their allocated hour delivering their slides and the bulk of the details on the slides was, well this is what we're doing in France in France in France in France, but I'm like well what are you doing here in the UK I can't see much of it. We've got a big business unit in the US, we started off in China as well as Brazil and Peru and Chile and all this kind of countries and that seemed to be almost irrelevant because again immediately a focus back on France. Okay maybe a natural [unclear] towards that being a French company but [...] I wanted to challenge that and get into that but there was no time, by the time we had some questions about what they delivered it was onto the next topic and so lost forever’ (FG2 – Workplace Representative).

Such comments emphasise the importance of communication of information within the group of companies and the dependence of labour actors on management to provide such information, crucial to ensure the implementation of GFAs. Nevertheless, it also highlights that practices in the context of the implementation of GFAs should go beyond reporting.



## **B. Horizontal coordination challenges– the entry of new agents in the field of IR**

As introduced in chapter 5, coordination challenges not only play vertically but also horizontally, and in particular along functional divisions of the TNCs, which are de facto involved in the implementation of certain EGFA provisions.

### *1) Identifying management actors – disturbances in the field boundaries*

**CSR division** – In both EnergyCo and BeverageCo, representatives of HR are in charge of negotiating and monitoring implementation of the agreement on behalf of the company. However, it is not the HR division's role to oversee a company's environmental policy and action, which is in all likelihood the task of the company's CSR division. Therefore, implementing environmental provisions contained in GFAs implies working with other functional divisions.

On this matter, the CSR manager at BeverageCo observes that:

‘The CSR division doesn't work in silo, we work with all the other functional divisions, so, operations, procurement, HR, marketing, sales, public relations<sup>21v</sup> (interview Management-BeverageCo),

but on environmental issues coordination between the CSR and HR divisions is more limited and covers health and safety and top-down communication on the company's environmental performance. Coordination may increase in the coming years as they are, assessing whether they should train everyone on climate issues' (interview Management-BeverageCo).

And indeed, a union representative working for one of EnergyCo suppliers mentions that:

‘Thinking of it actually, we haven't got an environmental training on that metrics, so when I go back to work on Tuesday, I'll raise it and no doubt they'll get that sorted for me. [...] They've got no problem providing training and obviously environmental training is quite important that I don't think I'll have any problem getting us sorted' (FG1 – Workplace Representative).

**Business** – EnergyCo operates in the energy sector, and participants emphasised that certain specificities of the sector need taking into account. For instance, the GUF representative in charge of EnergyCo emphasises that in:

‘The energy sector is a sector where you can see the changes in the medium and long-term, you don't see the changes overnight. [...] It's something really slow and needs a lot of time because the investments also, it's huge investments so it requires a lot of time... [and even though] the governments normally are the ones who take the decisions, normally they don't have too much money, the ones who have the money to make changes are the companies’ (interview IndustriAll-2).

A union member involved in EnergyCo IC agrees that changes in the energy sector imply:

‘A strategy that involves the means of production, and so very large investments. So, we are not on the territory of a global agreement involving trade union organisations anymore’<sup>lv</sup> (interview Union-EnergyCo-1).

These accounts show that environmental goals can be construed as market opportunities, and therefore strategic business decisions for which the input of labour is not necessarily welcome.

This is not necessarily an absolute rule, even though the question of the cost of environmental measures also comes up in other sectors, as noted by a local union representative in FoodCo:

‘All this is enormous investments, people, even I think a part of our employees don't realise’<sup>lvi</sup> (interview Union-FoodCo).

He goes on to give the example of the biogas plant, which was largely financed by FoodCo's subsidiary, on top of the budget allocated by local authorities and farmers' contributions, but did not correspond to a strategic investment tied to the company's core business (interview Union-FoodCo).

Another issue, particularly relevant for the environmental agenda and labour agency and, consistently raised by focus group participants and by interviewees at local level (Workplace Representatives and National Officers in FG1, FG2; interview Union-EnergyCo-4), concerns the fact that:

‘Increasingly even where renewables are being developed as part of large existing companies they're increasingly being set up as sort of either wholly separate or subsidiary arrangements rather than falling under the same kind of blanket umbrella. So, it has been

a challenge to maintain that sort of good industrial relations framework' (FG2 – National Officer).

**Compliance** – Continuing the reflection on the specificities of certain sectors, a union representative in the EnergyCo IC highlights the fact that energy companies:

'More than other types of activities, are subjected to government policies, which themselves are subjected to European orientations. [...] They have to answer to these constraints of the pluri-annual energy programme, as we call it in France... [which once again falls] outside of the scope [of the agreement], and is not connected to the agreement on social responsibility and its environmental chapter'<sup>lvii</sup> (interview Union-EnergyCo-1).

He goes on to give the example of CO2 emissions, which are not analysed as part of the IC's work (interview Union-EnergyCo-1).

**Procurement** – The importance of procurement in environmental and social policy is acknowledged by several participants. The UNGC representatives explain that they have created a toolkit for companies to understand the impact of procurement and supply chain management (interview UNGC).

A union representative from EnergyCo, who prior to his union career used to work for the procurement division, explains that:

'With regard to a company's social responsibility, procurement is a very, very important field because it is through procurement that a company establishes relations with third parties, and so it is important to keep this in mind'<sup>lviii</sup> (interview Union-EnergyCo-1).

By extension this makes the procurement division of a company a key player in the implementation of GFAs. As revealed above, this finds echo in the provisions of GFAs that address issues related to the supply chain.

Nevertheless, a management representative at EnergyCo explained that:

'The procurement management division can intervene [in the IC meeting], if a theme involving responsible procurement is dealt with, they can intervene and be invited, but it is not in the [default] management team [involved in the IC]'<sup>lix</sup> (interview Management-EnergyCo).

A management representative in BeverageCo added that, supply chain management is where social and environmental issues overlap the most, but the work with:

‘The operation and procurement divisions, it’s not HR who works with us on our value chain’<sup>lx</sup> (interview Management-BeverageCo).

**Communication and public relations** – Another functional division involved is communication and public relations. Giving a very practical example of this challenge, one of the IC union members in EnergyCo describes how something as simple as publishing the agreement on the company’s website has been difficult:

‘For a long time, it was the previous agreement that continued to be online’<sup>lxi</sup> (interview Union-EnergyCo-1).

As ultimately, it is the communication division that decides on the layout of the website. In addition to this practical step, the same participant highlights that:

‘Even now that [the agreement] is online, it is not necessarily the first thing that comes up in relation to social responsibility commitments, as the company will rather talk about its six commitments, its six corporate responsibility objectives that they adopted, and on which they have to report during shareholder meetings’<sup>lxii</sup> (interview Union-EnergyCo-1).

This close relation between marketing/communication and CSR has also been brought up by the management representative at BeverageCo when emphasising that CSR does not work in a silo (see above, interview Management-BeverageCo).

And indeed, focus groups reveal that occasionally workers on the ground are aware of the company’s CSR policy but not necessarily of the GFA (FG1). Interestingly, in the UK, EnergyCo has certainly been communicating, including to workers, about the role of the company in the national energy transition plan, as this topic came up regularly in both FG1 and FG2.

These extracts highlight that the implementation of EGFAs, by the very nature of the tasks involved, entails a series of organisational and political processes within the network of companies in the implementation of GFAs, and even more so in the case of EGFAs, as they broaden the substantive scope of these agreements. It shows that power relationships and imbalances also exist on the management side and have an impact on the agency of labour actors.

These mechanisms are also connected to external influences, and, in this regard, the case of due diligence obligations constitutes a very informative example.

## 2) *Regulatory constraints – connection to the field of power, the case of due diligence obligations*

In chapter V, the new, but extensive, connection between the EnergyCo EGFA and the legally enforced ‘duty of vigilance’ has been established. And all participants – both management and unions – involved in EnergyCo confirmed that the implementation of this particular piece of legislation fits in the scope of the agreement, which is conceived as an instrument to implement it. Participants’ accounts reveal the importance of the duty of vigilance. The union representative on the board, indeed, confirms that this is an important topic for the company (interview National-Union-France). And other union representatives highlight that it constitutes an unusually explicit reference to national law in the text of EGFAs (interview IndustriAll-2), has been on the agenda of IC meetings (interview Union-EnergyCo-1), and is also important in the companies of the group established outside of France (interview Union-EnergyCo-2).

The intention for management was to include it not only at the negotiation stage, but also at the implementation stage, as part of the shift towards more proactive participation of union actors:

‘[The unions] organised among themselves to respectively monitor particular provisions of the agreement, and so there are one or two or three IC members who monitor this or that, and some of them monitor the vigilance plan. And there, the dialogue that I have with them, the idea was to have a working session after the IC meeting to draft a guide<sup>lxiii</sup> (interview Management-EnergyCo).

It remains an issue that union representatives still need to really grapple with:

‘It’s work in the long-term, the duty of vigilance, for the unions to understand it. For workers, it’s the same, it’s something that will develop over time<sup>lxiv</sup> (interview Union-EnergyCo-5),

but to be meaningful it has to be concrete and involve genuine counter-positions from the unions (interview Union-EnergyCo-5).

Although, a local union representative in FoodCo emphasised that both unions and management are rather new to this (interview Union-FoodCo).

Outside of EnergyCo, at a more macro level, the issue is discussed in more general terms as part of the due diligence agenda:

‘All the federations [ITUC, GUFs and TUAC] are part of the Council on global unions, and through that we've been able to have sort of an increased cooperation and collaboration on the approach unions are taking on sustainability, and human rights, due diligence being one of the priorities lately’ (interview TUAC-2).

A degree of priority is confirmed by another union participant at that level:

‘The ITUC has a focus, they’re very much into due diligence, and they are pushing for work at the United Nations on having a binding instrument from the UN on due diligence’ (interview TUAC-1).

In addition to this work at the UN, the ITUC has also been involved in the ILO where:

‘There have been several discussions, you may have followed them, as well on supply chain stuff etc. So, what we have there is, in the conclusions of I think 2016 on due diligence, the idea of a company-union dialogue or a company-union engagement, I think it's somewhere in the text, to mitigate risks throughout supply chains etc, which arguably leads to something like an international framework agreement by a company and an established relationship and a process with a global union with a grievance mechanism in that regard’ (interview ITUC-1).

The same participant suggests a shift from:

‘The whole corporate social responsibility concept, which is now updated, to business and human rights or due diligence as in the Ruggie principles, which was really a step forward I think, in that it shifted from a culture of certification [to a capacity to respond] to what comes up, and mitigate the risks, so it's really shifting it to action and reacting to issues that come up in grievances or things that are discussed, and engaging from that entry point, and doing something about it to remedy that issue’ (interview ITUC-1).

The shift to a risk-based approach was also acknowledged by UNGC representatives (interview UNGC).

The fact that these practices are very recent makes it difficult to assess their impact in the medium and long-term. Nevertheless, an expert at the ILO warned that such a shift from voluntary to mandatory will without doubt mean increased accountability but:

‘Much of the mapping that needs to take place in the enterprise regarding the risks and what should be the actions in order to mitigate these risks may not involve the social partners, not as much as when you do an international framework agreement, also because the follow-up regarding la ‘loi de vigilance’ [...] it's not done by let's say the social responsibility department, but by those that deal with legal and liability questions because they perceive a threat’ [... so, sometimes when] ‘you render something compulsory, which used to be voluntary, you may stifle the creativity of the enterprise and may stifle its 'envie' to negotiate and to do social dialogue’ (interview ILO-2).

And indeed, the CSR manager at BeverageCo confirms that:

‘In fact, the duty of vigilance has reinforced all of this [work on sustainability in supply chains] because it made it mandatory, so what it has changed with us is that functional divisions, like the legal department, are now involved, which wasn’t necessarily the case before. So, we regularly have a working group, CSR and procurement are really the ones in charge of the vigilance plan that is published in our reference document, but we have regular working groups with the internal audit division, the legal division, precisely to reassess the plan and make sure that it is in line with our CSR spirit and abides by the law<sup>lxv</sup> (interview Management-BeverageCo).

In EnergyCo, perhaps as a consequence of this shift towards legal instruments, the alert mechanism foreseen by the law on the duty of vigilance has been combined with existing whistleblowing mechanisms established in compliance with other legal obligations:

‘Most companies did this to avoid having two alert procedures<sup>lxvi</sup> (interview Management-EnergyCo).

The same participant tells of an example of this mechanism being used by a local union representative to alert on environmental issues:

‘It wasn’t through the agreement, it was through our alert procedure introduced as part of the implementation of the duty of vigilance, by a local union representative, about a project overseas where there was a risk of damage to the mangrove [in relation to the building of a power plant]<sup>lxvii</sup> (interview Management-EnergyCo).

The impact of the implementation of the legally binding due diligence obligation can be conceptualised as an expansion of the legal field over the IR field.

In terms of the relationship between union and management actors at different scales, placing the emphasis on the complex and changing structures of TNCs helps to understand that management actors at corporate level are neither completely reliable nor necessarily dominant counterparts. This appears even more clearly when internal conflicts between functional divisions, subsidiaries and suppliers come to the surface and show how TNCs are also political and contested terrains. In this context, practices at EnergyCo around the use of the agreement's procedures to alert to problems found down the production network certainly point to the added value of the union network and shed light on management's – and HR's in particular – motivations to engage with unions. Indeed, in the field of inquiry, it appears that both management and union actors are in a struggle to establish themselves as actors of environmental regulation. Indeed, environmental issues rarely enter the realm of HR practices, outside of training and literacy, as this function is already exercised by other functional divisions. This assessment of the limited role of HR in addressing environmental issues constitutes a very significant constraint on the role that EGfAs could play as a tool for environmental action. On the union side, constraints on union representatives' role as environmental regulators have to do both with asserting unions' role towards their own constituencies, but also in their dialogue with management. Unions are not perceived – and do not necessarily perceive themselves – as interlocutor in this conversation. This is exacerbated by a certain dependence on the company's willingness to engage, and a reliance on information provided by the company. The fact that GfAs are often conceived as reporting mechanisms further favours a one-sided relationship as well as fostering practices of information transmission rather than meaningful dialogue.

These elements suggest that the inclusion of environmental provisions in EGfAs has the potential to cause a desynchronisation in the field, as there is a mismatch between the tasks involved in the implementation and the competence of the actors involved to execute them. Such desynchronisation, according to Bourdieu, makes the field prone to change. At this stage, the substance of that change remains rather unclear, although the increasing impingement of the legal field on the field of inquiry, resulting from the implementation of legally binding due diligence obligations, and a conception of environmental transitions as investment-heavy market opportunities, do not necessarily point toward an increased role for labour actors.



## CHAPTER VIII

# ANALYSING THE ACTORS' UNDERSTANDINGS OF THE RELATIONSHIP BETWEEN LABOUR AND NATURE

Building on Stevis's (2018) framework designed to analyse varieties of labour environmentalism, the objective of this chapter is to assess the third dimension – depth – which ultimately has to do with the actors' perception of the relationship between labour and nature. For the purpose of this study, the ideas of labour and nature are both understood as relational, with nature a complex ecosystem of relations where labour plays a key organising part. The objective is to answer the question relating to how the actors directly and indirectly involved in the negotiation and implementation of EGFAs understand the relationship between labour and nature and the consequences this understanding has in terms of environmental practices.

It is important to conceptualise the objective of this chapters in relation to Bourdieu's thinking tools of field, capital and habitus, which appear particularly suitable here as their use requires a relational apprehension of the world (Townley, 2014, p39). Going back to the five steps that a Bourdieusian analysis entails (Boyer, 2014, p117), questions around the boundaries of the field, the uncovering of the related habitus and the degree of synchronisation between the two will be discussed. Indeed, the way people perceive, think and act is always mediated through their habitus and the position they take in the field as a result of the type and amount of capital they hold (Bourdieu and Wacquant, 1992).

It is possible to focus on one particular aspect of the habitus (Kasper, 2009), in this case the understanding of the relationship between labour and nature and the consequences this might have in terms of environmental practices. This assessment of the participants' habitus must be associated with a reflexion on the relevant field. The latter has been identified as the field of industrial relations in previous chapters. The argument of this chapter is that the expression of habitus is connected to the definition of the boundaries of the field, which in turn partially relies on a particular conception of industrial relations (unitarist, pluralist and critical).

# I. CONNECTING LABOUR, NATURE AND ENVIRONMENTAL APPROACHES THROUGH EGFAS

Going back to EGFAs, a point of entry in understanding how this particular connection between labour and environment is conceived is to analyse thematically the environmental provisions of EGFAs and to qualitatively assess the level of commitment displayed in these agreements.

## A. Environmental themes in EGFAs and the labour-nature relationship

### *1) Assessing the agreements overall approach*

It is important to begin by going back to the EGFA dataset, which collects agreements containing environmental provisions (62 in total), extracted from the database provided by the European Commission and the ILO<sup>53</sup>. These provisions address environmental issues to varying degrees of preciseness, ranging from general commitment to protect the environment to more specific measures (see analysis below). To begin with, it is useful to assess the approach of each agreement to the relationship between labour and nature. The relevant provisions contained in the preamble of the agreement – the preamble being considered as setting the intentions of the parties - have (wherever possible) been analysed and assigned to five different categories:

- ✓ Ecological modernisation (8 agreements) is used when reference is made to the role of the company's products or the use of technologies to increase environmental performance,

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<sup>53</sup> Database on transnational company agreements: <https://ec.europa.eu/social/main.jsp?catId=978&langId=en> [last accessed 20/03/2023]

- ✓ Sustainable development (21) is defined as balancing economic growth with the development of the social and environmental dimensions and sometimes includes references to future generations,
- ✓ Health and safety of humans and their environment (4) is used when environmental and workplace health and safety are considered in conjunction,
- ✓ Instrumental (13) includes mentions of sustainability and sustainable growth,
- ✓ Unclear (15) is used when the commitments are so vague, it is impossible to decide what the approach is.

Sustainable development approaches are by far the most significant, but instrumental approaches combined with commitments too vague to really make an assessment together actually account for more.

## 2) *Surveying environmental themes addressed in EGFAs*

Concerning the themes dealt with by environmental GFAs, outside of non-specific commitment, such as:

‘The parties also commit themselves to achieving continuous improvements within the areas of working conditions, industrial relations with the employees of Veidekke health and safety standards in the workplace and environmental performance’ (Veidekke, p4),

the most common being the use of natural resources (32 agreements):

‘The Company will measure, understand and responsibly manage its resource use, especially the use of materials of concern, and the use of non-renewable resources’ (Ford, p4),

CO2 emissions and climate change (21 agreements):

‘The PSA Group contributes to combatting climate change by identifying direct and indirect sources of greenhouse gas emissions (GHG), measuring them, and implementing measures for reducing direct or indirect GHG emissions. The PSA Group is working to develop more environmentally friendly products in terms of carbon dioxide emissions’ (PSA, p12),

production of waste, recycling and circular economy (16 agreements):

‘The Group implements a waste management policy, which consists in reducing waste at the source, segregating waste, saving on raw material through recycling, and disposing of waste in an environmentally friendly manner’ (Valeo, p18),

the use of certain energy sources (14 agreements):

‘GDF SUEZ promotes the most efficient technologies for its own and its clients’ plants [... and] develops a low-carbon energy mix’ (GDF Suez, p4),

pollution and harmful discharge (13 agreements):

‘Norsk Hydro recognizes the importance of carrying out activities and operations with due respect for the environment, including taking a precautionary approach to environmental challenges. hydro will comply with national environmental legislation, and will work to minimise harmful discharge, emissions and waste production’ (Norsk Hydro, p4).

Some agreements venture a little further and sometimes deal with themes such as biodiversity (9 agreements):

‘[The company commits to] contributing to the preservation and restoration of biodiversity, through the management of the potential impacts of its activities, and through programmes of protection of endangered areas and species’ (Petrobras, p3).

protection of ecosystems (5 agreements):

‘Eni intends to dedicate the greatest possible attention to the environment and ecosystems affected by its own business operations’ (ENI, p5).

water consumption (5 agreements):

‘The Valeo Group also aims at controlling its water usage. For this purpose, the Group has set reduction objectives, which must be translated into location-specific action plans. Reduction of water usage deserves special attention, especially where water resources are rare. Each worksite is encouraged to implement techniques designed to reduce water usage further: search for leakages, improvements to individual behaviour, replacement of open cooling systems. Collection of rainwater and wastewater may also be considered on a case-by-case basis’ (Valeo, p19).

or re-design of packaging (2 agreements) (see BeverageCo below).

Noticeably, two agreements, both signed by a French energy company (EnergyCo, see below and GDF Suez, now Engie), acknowledge the necessity of a just transition:

‘Signatory Global Union Federations support reduction of carbon emissions and will cooperate 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 is designed and implemented in an agreed, fair manner; GDF SUEZ actively supports “Just Transition” principles’ (GDF Suez, p4).

Analysing the environmental themes dealt with in EGFAs is not sufficient, it is important to qualitatively assess the nature of the commitments made.

## **B. Qualitative assessment of environmental commitments in EGFAs**

GFAs are all to some extent constructed in the same way. They open with a preamble summarising the principles and ideas on which the agreement is based, then detail the substantive provisions and finally end with measures for dissemination, implementation and monitoring as well as dispute resolution. As a result, identifying where the environmental provisions are located in each agreement can contribute to the assessment of the parties’ commitment to tackle environmental concerns. Empirically, four main types of provision clearly emerge:

- provision located in the preamble only (11),
- specific provisions (21), which represent the agreements where the substantive section is not subdivided into chapters but simply makes a list of fundamental rights (and often describes these briefly), environmental protection being one of them,
- specific provisions about the environment but combined with health and safety provisions (6),
- specific sections (11) in agreements where a specific chapter or section is entirely dedicated to environmental concerns.

Regarding the level of commitment, four different levels have been recorded. The majority of agreements (42) contains only basic commitments, which is defined here as a simple commitment to protecting the environment without any further specification. General agreements (14) go into slightly more details and mention specific themes such as recycling, climate change, natural resources management, etc. Detailed agreements (2) associate measures with the specific themes they mention. Finally, practical agreements (4) contain practical measures for each or some of the themes.

This should not necessarily be read as a disregard for environmental concerns, as when environmental provisions are not detailed, the other provisions of the agreements tend not to be very detailed either.

Both of those dimensions – location of the provisions and level of commitment – have been measured against the demographics of the environmental TFAs, and more specifically their sectoral, geographical and historical characteristics, the main conclusion being that all detailed and practical agreements have been signed after 2010 and all of those except one have been by a French company.

The prevalence of the often criticised approach of sustainable development (Tregidga, Milne and Kearins, 2018) and a relatively heavy focus on the preservation of natural resources (potentially conceived as necessary for the sustainability of the business) do not appear to manifest a very deep concern for the natural environment as a result of these agreements. Additionally, the qualitative analysis of the level of commitment to environmental issues in GFAs does not reveal a very encouraging picture. Nevertheless, new practices, mainly led by French companies – among which EnergyCo – and their union counterparts in the manufacturing and energy sector, show greater ambition as to what kind of role EGFAs could play.

After this brief preliminary assessment of the relation between labour and nature in the text of EGFAs, it is important to turn to the context and to analyse the participants' accounts and ascertain that they establish a connection between labour and nature.

## **C. Establishing the connection between labour and nature in participants' accounts**

In contrast with the text of the agreements, the narrative of sustainable development is not as present in the participants' accounts. Formal acknowledgement of sustainable development is especially rare among union participants – contrary to management representatives (see for instance both EnergyCo and BeverageCo's CSR policies, which are both articulated around the SDGs) – with references to transition and even just transition more widespread in their accounts. Although traces of the influence of the sustainable development narrative remain:

‘Environmental protection, economic growth and social development cannot be considered in isolation from each other. They are interrelated. Balancing and integrating all of these concerns is the essence of sustainability that we are advocating’ (Interview IndustriAll-1),

‘The sustainable development discourse it's not only about the rights of the future generations and present equity between people et cetera and respect for the environment. It's also because it's becoming a market’ (Interview ILO-2).

Otherwise, the most common themes mentioned by participants are – in order – just transition, climate change, particularly in relation to either GHG emissions or CO<sub>2</sub> more specifically, and finally energy sources (including efficiency and sobriety). Other themes include: impact on wildlife, the use of chemicals (including fertilisers) and toxic discharges, waste management (including nuclear waste), recycling (mostly of plastics), the use of natural resources, transport and mobility and green finance.

Participants at macro, meso and local levels acknowledge the connection between labour and nature in various ways (interviews IndustriAll-1; TUAC-2; ITUC-GreenPeace-2; Union-EnergyCo-3 and 5). For instance, such connection is suggested by significant references to the sectoral specificities of environmental issues (interviews IndustriAll-1) and how sectoral environmental issues can be interconnected, such as in the transport and energy sectors (interview ITF), the energy sector being the subject of the greatest amount of attention (interview ILO-1).

The understanding of this connection – or overlap – between labour and nature can take several shapes. Historically, this overlap has been obvious in terms of health and safety in the workplace in relation to the use of chemicals harmful to both workers and the environment (interviews TUAC-2; ITUC-GreenPeace-2). But participants mention or give examples that account for other instances of such an overlap, such as the use and distribution of natural resources through the labour process (interview IndustriAll-1) and climate change, with labour playing a part across the board – from its impact to its role in terms of mitigation (interview ITUC-GreenPeace-2). At a more abstract level, interviewee 17 emphasises that environmental issues should be tackled in a very concrete way with reference to specific occupations and workplaces (interview Union-EnergyCo-5). As a concrete example, interviewee 14 assesses the impact of the construction of large-scale hydropower stations in terms of ecosystem modification, climate change, and biodiversity, with tree decay causing oxygenation of water, etc. (interview Union-EnergyCo-3). Interviewee 9 further clarifies this connection by going, in broad strokes, over a number of key issues affecting the production and distribution of food in a system controlled by agribusiness, pointing out, for instance, its reliance on monoculture, which causes soil depletion and population displacement and requires the use of oil-based fertilisers and pesticides, and the environmental cost of intensive animal production and its impact in terms of GHG emissions and pollution especially of waterways (interview IUF). An additional way in which this connection is acknowledged is that it is effectively either someone's actual job to implement environmental measures or at least to know about them for sales purposes (interviews Union-EnergyCo-1; Union-FoodCo and FG 1 and 2).

After ascertaining that both agreements and participants do in fact deal with the conception of the relationship between labour and nature, the analysis below goes one step further and highlights different conceptions of the connection between labour and nature that actually co-exist and therefore serve to illuminate the argument of this chapter, which connects one's understanding of the relationship between labour and nature to one's conception of IR.

In a nutshell, the paragraph above gives a glimpse of how, in fact, different understandings of the relationship between labour and nature can co-exist. Three different approaches are analysed below.



## II. ENVIRONMENTAL IMPACT AND LABOUR AS ENABLING A LINEAR PRODUCTION PROCESS

### A. Reducing and mitigating environmental impacts – Practical examples of environmental measures

**Participants' contribution** – Case specific examples of practices and actions implemented on the ground also give an idea of the actors understanding of the connection between labour and environment.

Measures adopted by EnergyCo and FoodCo, as described by union representatives at different levels, relate to modification of the production process centred around the use of technology.

In FoodCo:

‘They are looking towards increased automation, they’re looking towards much greater traceability and sustainability in their animal productions in terms of dairy, looking at changing their methods of production’ (Interview IUF)

In EnergyCo, the strategy has evolved with time. For instance:

‘In the 90s technologies to burn the rather poor-quality local coal in a much cleaner manner were implemented’<sup>lxviii</sup> (Interview National-Union-France)<sup>54</sup>,

Conversion of coal power station into biomass powered station has the support of unions at different levels, where feasible (interviews IndustriAll-2 and National-Union-France):

‘The Eco-combust project at the power station in Le Havre on which you can find information and for which the CGT tries to fight because, for a project of a reasonable size and where supply in biomass is not an issue etc., it is possible to test rather innovative technologies, but it is not easy’<sup>lxix</sup> (interview National-Union-France).

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<sup>54</sup> See Appendix 12 (p375) for original quotes in French.

However, in more recent time the focus of the company has shifted:

‘[EnergyCo] wants to be the leading low carbon energy producer globally, and to achieve this ambition [EnergyCo] can rely on a major asset, which is nuclear energy, a production method of electricity that does not emit CO<sub>2</sub>, but also a large hydroelectric fleet and sizable investment in renewables, wind and solar. Historically, the latter were obviously less present in the energy mix of the [EnergyCo] group but they have taken a very significant place in the group in the last two decades<sup>1xx</sup> (interview Union-EnergyCo-1)

The company also:

‘Goes further in reducing the impact of electricity production from fossil fuels as [EnergyCo] is literally closing down coal, oil and gas-powered stations<sup>1xxi</sup> (interview Union-EnergyCo-1).

Other modifications are more tangential to the production but still rely on technology. Participants refer, for instance, to changes in packaging, and especially plastic packaging (interview IUF) and the sources of energy used by the company for its production, as for instance:

‘Two years ago when the new factory’s construction was completed, a large part of it was covered with solar panels [...] which means that today almost 80% of the electricity used, so you are not allowed to use the electricity that you produce but the electricity produced on site is then fed back into the grid, and then around 30% is green electricity bought from the local hydropower station<sup>1xxii</sup> (interview Union-FoodCo).

He also refers to the company practices in terms of recycling and wastewater treatment, especially as the factory has been built next to a waterway (interview Union-FoodCo).

Interviewee 7 also mentions water treatment and waste management as the two main concerns for an alcohol producing companies such as BeverageCo (interview Union-BeverageCo).

Resource preservation also occupies an important place in measures introduced by companies, water being an important resource, either because the production process uses a lot of it, as is the case for BeverageCo (interview Union-BeverageCo), or because the company commercialises water, as with FoodCo subsidiary (interview Union-FoodCo).

**BeverageCo** – The agreement provides a good example of this approach to labour as enabling a linear production process, as it recognises that the company’s activities have an impact on the environment in several areas and in particular:

‘The use of natural resources (water, energy, raw materials...), water, air and soil quality, waste generation, climate change and biodiversity’ (BeverageCo – GFA, 2014, p18).

The environmental provisions per se successively deal with:

- the implementation of environmental management systems, and in particular ISO 14001 – guidelines and best practices are disseminated among production subsidiaries, whose implementation is assessed by an annual reporting and regular audits, distribution subsidiaries strive to deploy actions plans even though their impact is less significant;
- advocacy for sustainable agricultural practices and biodiversity, which details actions that production subsidiaries managing agricultural facilities or purchasing from them should implement;
- preservation of water resources – production subsidiaries must measure and strive to reduce their water consumption, particular attention must be paid by subsidiaries that consume large quantities of water (such as distilleries) or find themselves in areas under water stress, and comply with regulation on water discharges;
- minimisation of energy consumption and CO<sub>2</sub> emissions through several steps to be followed by production subsidiaries – measurement of energy consumption and performance, setting of reduction goals and making technological choices accordingly. They should also strive to use renewables when these are available on acceptable economic terms. Similar steps are implemented at HQ level in all aspects of the business (production, procurement and distribution), with transport being an additional concern. Compensation measures can be considered as a last resort;
- minimisation of the impact of packaging and waste – the agreement states that development of product and packaging must take into account environmental impacts at all stages of the product lifecycle. The group confirms that it is committed to developing systems of sorting, recycling and re-use, as well as supporting collection schemes managed by public authorities (BeverageCo – GFA, 2014).

These examples have in common that they acknowledge the fact that the production process is causing environmental degradation. In relation to habitus, this is manifest of an understanding of labour as a linear – as opposed to relational – process of transformation that can be altered in any number of ways and therefore explains the focus on preservation of natural resources – necessary for the sustainability of the business, the mitigation of localised impacts, such as avoiding toxic discharges – reminiscent of early command and control-oriented regulation, and finally modification of the production process itself through the use of technology.

In terms of field, the practical examples given by participants consist mostly of actions put in place by their employers at the point of production, which would correspond to an understanding of IR in a unitarist way, whereby employers and workers' interests not only align with each other but also align with environmental interests. The presence and role of workers is actually scarcely mentioned and limited to a role of implementers of corporate decisions.

Focus groups have been informative in this regard and have brought some nuance, with participants explaining that employees implement corporate decisions, which can be motivated by economic as well as legal concerns (i.e. compliance with environmental regulation):

‘My background environmentally, I'm not sure, apart from squeezing as much out of the box [a nuclear power station] as we can, and then I have a lot of compliance stuff that has to do with it for my day job, so that is things like the amount of water usage and fuel usage’ (FG2 – Workplace Representative).

‘I meet with the environment agency on a monthly basis and there's a huge focus on it’ (FG2 – Workplace Representative).

Such an approach can be linked to the prominent role that companies play in the mitigation of environmental impacts.

## **B. The prominent role of companies**

Participants acknowledge the role of companies in addressing environmental issues as environmental aspects need to be construed:

‘As an issue for the company, in the same way as industrial issues, economic issues and financial issues ... [especially] being an energy producer, so clearly if at some point we don’t feel responsible on these aspects then we are oblivious and we will pay the price sooner or later’<sup>lxxiii</sup> (interview Union-EnergyCo-5).

With an assumption that most companies bear the weight of this responsibility:

‘I think that to various extent all companies do this, I hope so’<sup>lxxiv</sup> (interview Union-FoodCo).

Some participants establish a link between the narrative of transition and the cost in terms of investment incurred by the implementation of such environmental measures and the changes required both in relation to technology and skill development.

‘It’s huge investments so it requires a lot of time ... the ones who have the money to make changes are the companies and also are the ones who take the decisions, who take the lead’ (interview IndustriAll-2).

In addition, participants emphasise that the model of production is often reliant on long supply chains (interviews Union-BeverageCo and IUF), which in turn places companies – and TNCs in particular – at the centre of attention in discourses around responsibility, even though all companies are affected:

‘It’s relevant for all of the companies but in a very different way because for multinational companies it’s more a question of where do I invest now, what do I, how do I work with my supply chain, how do I try to invest in skills of workers? And for smaller companies they have of course a bit less options, and they have a bit less levy room to make bigger changes’ (interview UNGC).

Participants at local level have expressed positive views on their company’s commitment to environmental protection. In FoodCo subsidiary:

‘An in-depth reflection has happened, and the results are further improved with the new factory, but it was in the DNA of the factory built in 1965 to have the smallest footprint of the industrial site and possibly neutral for nature, which means large investments, thorough maintenance and dedicated teams of employees all year round on these subjects’<sup>lxxv</sup> (interview Union-FoodCo).

In EnergyCo:

‘The slogan – energy is a precious resource, let’s save it – is not just theoretical, it is something that has infused the business model of the company for several decades’<sup>1xxxvi</sup> (interview Union-EnergyCo-1).

However, a focus group participant, taking the example of recycling, highlights that the workers do not necessarily get the full picture:

‘I think people are very conscious about recycling and proper waste management on site, even down to the workers putting individual bits and pieces in individual skips. We’re not sure what happens with that afterwards and there's this kind of idea that actually around the corner they just chuck it in one big pile and take it off anyway. We’ve discussed that guys, haven't we? Before you know about what actually happens and where this is going, but they have got a kind of, well they talk about the responsibility and I think they probably match that, I've got no reason to believe that they don't, but we don't really know is the truth about waste management and recycling’ (FG1 – Regional Officer).

Nevertheless, there exists a worry that companies’ motivations might be limited to improving their corporate image:

‘Most corporate groups on environmental aspects think primarily about protecting themselves and their image. Then if some do it naturally, out of concern, I don’t know, I don’t have the answer, I hope so’<sup>1xxxvii</sup> (interview Union-EnergyCo-5).

And indeed, an awareness of green washing practices is noticeable at all levels (interviews TUAC-2; ITUC-GreenPeace-2; UNGC; IUF; National-Union-France; Union-EnergyCo-1), which also translates into concerns about union representatives’ capacity to negotiate with employers, including for the negotiation of EGFAs (interview ITUC-GreenPeace-2) and the subsequent need for capacity building (interview ITF). For instance, a recent focus on CO2 emissions must not hide other environmental concerns when it comes to energy production, with the construction of big dams, although regulated, still drowning a significant amount of the natural environment, nuclear waste remaining so far an unresolved issue left to R&D, or even power lines impacting on bird population, etc. (interview Union-EnergyCo-1).

Another participant points out that, for instance, statistics can be deceiving and that a company’s actions can sometimes be inconsistent, presenting the example of the development of EnergyCo’s

new R&D facilities in a largely non-urbanised area outside of Paris, not connected to public transport, and the consequences that this can have (interview National-Union-France).

Nevertheless, such an understanding is only partially representative of the conception of the relationship between labour and nature held by participants involved directly or indirectly in the negotiation and implementation of EGFAs.

### III. LABOUR AS A COLLECTIVE – THE SOCIAL CONSEQUENCES OF THE ECONOMIC IMPACT OF ENVIRONMENTAL MEASURES

#### A. The environmental agenda as a political issue

Interviews acknowledged the fact that the environmental agenda is not in fact a neutral subject:

‘You're up against very strong vested interests, it's not like we are all in this same nice wanting to save the world kind of mentality ... Ultimately it's a struggle for, a struggle for a set of ideas that carries, that aligns itself with a set of interests, that are the interests of labour, that's different to how say a lot of governments or companies would approach the issue of climate change when they're trying to protect their own interests, so I think that's really important about climate change, that we don't all have the same interest in addressing climate change’ (interview ITF),

with technology being part of the solution but ‘you can't rely on technology to fix the problem with climate’ (interview ITF).

Just transition provides an example of political processes at play, with the use of the notion – although increasingly accepted – remaining controversial in some circles, such as the OECD for instance:

‘In some committees [at the OECD], when you mention things like social dialogue and collective bargaining, you can see people almost cringe. So, I think [the environment committee] is a committee and a directorate where they are more open to our approach’ (interview TUAC-1).

But also, this can manifest in the interpretation that is made of such a contested concept:



‘We actually also start seeing already companies in the oil and gas sector trying to use the narrative around just transition in order to slow down the transition, which is of course not what the creators had in mind’ (interview UNGC).

‘The challenge of course if you don't have a binding or standard or a convention preferably everything is up to interpretation ... this is also the case for the term just transition I think there are as many interpretations of just transition as there are users, you know many organisations they have their own interpretation’ (interview ILO-1).

This conversation about the various interests at play is all the more important given that a depoliticised market-based approach to environmentalism has often framed the debates on these issues, including narratives of green jobs. Some participants in this study have certainly made reference to business opportunities created by a transition to greener production systems, either in general terms (interview ILO-2) or through examples, in this case investment in hydrogen as an alternative source of energy framed as an international competition issue:

‘When Germany started talking about investing billions in hydrogen, it obviously woke the French up pretty quickly, when I say the French I mean the big actors EnergyCo, Total, etc., who thought if the Germans put billions into this we better hurry or we won't be on board the train, we won't in the winning team in the future<sup>lxxviii</sup>’ (interview Union-EnergyCo-5).

More in keeping with pluralist tradition of IR, some participants acknowledge that, even in relation to the environmental agenda, the protagonists at various levels have different interests. Such an understanding resembles more a bourdieusian field, with agents occupying different positions characterised by power relationships. The existence of various interests means that the issues at stake become politicised and addressing them becomes a political process. This process often entails assessing the economic impact of the environmental agenda and its subsequent social impact.

## **B. Connecting environment, economy and society**

### *1) Assessing the economic impact of the environmental agenda*

Variations around the importance of assessing the economic impact of the environmental agenda can be found in the participants' accounts, although mostly at a macro level and with a particular emphasis on this approach by participants from TUAC and the ILO:

'I think still what we can see at least in the OECD context is that there is a sort of a recognition that our response to climate change, it requires both an economic and also a sectoral transformation, and we need to recognise that the impact of climate action, but also climate inaction, has economic impacts [...], but now also a social impacts' (interview TUAC-1).

And such an approach is very much understood as a condition for public support:

'Maybe the OECD is based here in Paris in France, and having lived in France, we have seen the 'gilets jaunes' - the yellow vests - so it's, suddenly it became easier for us to argue that if you don't take into effect, don't take into account the effects on ordinary people when you do climate policies, such as the petrol tax, it might actually backfire and public opinion will turn against you. It has been easier for me to argue sort of this in OECD committees when Paris was burning outside' (interview TUAC-1).

And such reasoning can be applied to the case of GFAs:

'A good international framework agreement of the future, let's say something that combines the environmental, the promise to protect the environment, but at the same time with practical solutions for those that will lose from these transitions' (interview ILO-2).

## 2) *Understanding labour as a collective*

When articulating the narrative around social consequences of the economic impact of the environmental agenda, union representatives focus on workers and their jobs:

‘Doing the right thing when it comes to environment and climate, it shouldn't mean that people will lose their livelihood’ (interview TUAC-1).

Thinking about how to address environmental issues should be accompanied by a reflection on economic development without forgetting that the world of work, and by extension unions, form part of it’ (interview Union-EnergyCo-3).

In this regard, the strength of the narrative around just transition has been to address the consequences of these economic impacts on workers (interview ITUC-1), as combining these ideas has resulted in an understanding that puts forward the right of workers to voice their concerns because of:

‘The fact that the workers need to have a say in the national policies or the company policies that are being designed in a broader greening agenda that might affect their jobs and positions and might get them out of work’ (interview ITUC-1).

Whereby environmental concerns can be tackled in a concrete fashion in term of daily tasks, occupations and particular workplaces, but also:

One shouldn't stop at the level of their own company but have to feel like they participate in a global programme, which means that at my level there are things that are working, and I am part of it, there is a momentum<sup>21xxix</sup> (interview Union-EnergyCo-5).

As highlighted above, this political process has mostly been shaped by the just transition agenda developed by the labour movement, a fact that stands out clearly in the accounts given by participants.

### *3) The example of Just Transition*

Most participants make reference to the idea of transition and of just transition in particular. The content of this particular 'idea' is described as rather contested, with each organisation having its own definition (interview ILO-1). It usually stems from a labour rights perspective (interview ITUC-1) and aims at reconnecting workers and environmental issues (interview IndustriAll-2). Workers and their representatives are obviously not the only actors involved. The State – for instance through active labour market policies (interview ITUC-1) – and companies constitute key players in implementing sustainable industrial policies at different levels, whose objective might be the greening of the production processes and products (interview IndustriAll-2). This eventually should lead to a transition to a sustainable economy moving away from the use of fossil fuels (interview ITUC-1), and also the creation of jobs as compensation for the ones that have been lost (interview IndustriAll-2), including green jobs (interviews ITUC-1 and ILO-2). This involves, however, strategic planning by state actors in terms of investment, also to ensure that jobs are created close to where they are lost (FG2). Measuring progress during the process of transition is essential (interview National-Union-Canada).

Most participants agree that such mechanisms must involve dialogue (interview Union-EnergyCo-5), tripartite dialogue (interview IndustriAll-2), negotiation with unions (interview ITF) including collective bargaining (interview TUAC-1), and an involvement of workers at all levels (interviews ITUC-1; National-Union-Canada; ILO-1), but also possibly other stakeholders (interview TUAC-1), including through discussion and coalitions beyond the labour movement (interview National-Union-Canada). The moment of this dialogue does not appear clearly, although some mention that it should take place prior to changes (interviews IndustriAll-2 and Union-EnergyCo-5). The content of this dialogue is not necessarily expanded upon either, though it should take into account geographical and sectoral specificities (interview National-Union-Canada). Nevertheless, participants do mention skill transition and development, education and training (interviews TUAC-1; IUF and FG2), as well as early retirement schemes (interview TUAC-1). Reaching further, it can also include financial aspects, with some suggesting worker-managed pension funds – where they exist – commit to sustainable investment away from fossil fuel and incorporating just transition principles (interview National-Union-Canada). Finally, discussion of just transition should have an encompassing scope, which includes the whole range of the production process from the supply chain to waste management, as well as elements of North-South justice, acknowledging the responsibility of the rich economies of the North hemisphere (FG2).

Consequently, and despite a certain widespread awareness, interviewee 8 acknowledges that:

‘Where in other areas like human rights, trade union rights, democracy, international law for example, that's quite clear what our position is, in favour of democracy, in favour of human rights, supporting the ILO, a system of international labour standards and accountability, that's all clear, we don't have to explain that anymore, we have a culture. But when you go into this greening agenda, that wasn't there yet, still isn't there yet, so it becomes a lot more difficult to really explain why we should actually shape this agenda globally and together, before it's being shaped without us’ (interview ITUC-1).

In practice, there is a rather large consensus on the importance for workers and unions to address environmental issues at international (interview TUAC-1) and national levels (interviews National-Union-Canada and Union-EnergyCo-3). And for all the comments on jobs and livelihood, the narrative characteristic of the job vs the environment approach has not been found here, difficulties in addressing it being more of a practical order, and particularly in relation to the degree of priority awarded to environmental issues as described in previous chapters (interview TUAC-2).

Conversations are certainly happening at international and national levels (interviews TUAC-1; ITUC-GreenPeace-2; IndustriAll-1 and 2; National-Union-Canada; Union-EnergyCo-2), but, despite this consensus, participants at local level point out that this perhaps does not translate into concrete daily union work (interviews Union-EnergyCo-3 and 5). There exist nevertheless fora where such discussions may happen: through employees' board representation (interview National-Union-France – themes dealt with in EnergyCo include: emissions scope 1,2,3, extra financial performance, green bonds, *raison d'etre*, including associated changes to company bylaws and responsible investment charter, duty of vigilance, carbon neutrality strategy, biodiversity commitments), EWCs working groups (interviews Union-EnergyCo-2 and 5 – on the transition of the EnergyCo group) and ICs whose role is to implement GFAs including their environmental provisions (interview Union-EnergyCo-2).

And in fact, in this regard, EnergyCo constitutes an interesting example, as it goes beyond an understanding of labour as enabling a linear production process. Indeed, in the agreement, the parties acknowledge in the preamble that the SDGs constitute a benchmark for the company's activities and this agreement, but also that the commitments that it contains must be seen in the context of a post-Paris agreement energy transition, objectives also encapsulated by the company's strategic plan for ‘environmental decarbonisation and energy demand management’.

However, the agreement also contains commitments around Just Transition – as defined by the ILO’s guidelines, manifesting support for:

‘An energy mix compatible with the objectives of reducing carbon dioxide emissions [and] a meaningful transition towards economies and companies that are environmentally sustainable for all’ (EnergyCo – GFA, 2018, p11).

In practical terms, this means that the company:

‘undertakes to provide adequate training for its employees, endeavouring to protect their rights, interests and to develop their skills in cooperation with workers’ representatives’ (EnergyCo – GFA, 2018, p11).

Further environmental commitments are contained in a chapter dedicated to support for local residents and impact on local regions. This manifests in a joint commitment to:

‘Support initiatives aimed at protecting the environment and a fair transition towards sustainable and socially responsible economy’ (EnergyCo – GFA, 2018, p14),

and a series of actions to be implemented in the company, which include workplace related measures, but also measures addressing the needs of the wider community:

- ‘avoid producing conventional waste and fosters its recycling and reclamation;
- do its share to protect and preserve the environment by blending its structures into the landscape and carrying out environmental impact assessments for its new projects;
- develop downstream electricity usage (buildings, transport, industry, etc.) and innovative energy efficiency solutions so that every customer can consume more efficiently;
- encourage new sustainable transport methods, for its own vehicle fleets and for staff vehicles (car sharing, charging stations, etc.). It is developing alternative solutions for reducing and optimising travel, such as collaborative tools, digital equipment and remote work; [...]
- participate, through partnerships, in programmes to support projects that meet the priority needs of local residents. These projects cover housing (access to essential services, eco-efficiency and renovation), education and help with professional integration; [...]
- to promote open innovation. This is open to innovative companies and start-ups and creates conditions conducive to win-win partnerships with its ecosystem’ (EnergyCo – GFA, 2018, pp14-15).

On the ground, evidence of this broader scope has been found in the accounts of focus group participants, who positively reflected on several measures implemented by the company. The examples include the existence of stakeholder groups on site, where unions are represented alongside the wider local community, which resulted in bus routes to and from the worksite being adjusted to avoid nearby villages, as well as measures to preserve local wildlife, such as artificial hedge lines, bridges across the worksite; and finally sourcing of food consumed on site from local businesses (FG1).

The involvement of labour as a collective is associated with a pluralist conception of IR. In terms of habitus, such an understanding of labour differs in the sense that it acknowledges the distinct collective interest of labour as a social movement governed by unions. But such an approach based on economic impacts does not fundamentally alter the boundaries of the field, and consequently the conception of the relationship between labour and nature. An instance of this is a rather narrow understanding of livelihood as what appears to be limited to the wage.

However, a third conception of the relationship between labour and nature can also be identified in participants' accounts, whereby labour is understood as part of nature.

## IV. LABOUR AS AN ECOLOGICAL FUNCTION WITHIN NATURE – ARTICULATING SOCIAL AND ENVIRONMENTAL JUSTICE

### A. Justice and system change

Going beyond the direct interest of the labour movement, some participants envisage the environmental agenda in the light of the idea of justice.

Whilst economic arguments can be powerful:

‘I mean when you talk to people outside about these things, people tend to argue in a very, you know, emotional way, that it is the right thing to do. And obviously, it is the right thing to do, but it's also very nice that we have the OECD providing us with ammunition in the form of economic analysis, showing that this is actually the best feasible way. And we can provide this ammunition to our affiliates, who then in a national context can argue with their governments and their employers that the need to address this via a just transition, and then use OECD data showing, well, actually it is also sound economics to do it this way’ (interview TUAC-1).

Other participants recognise that climate change is a real threat to what unions stand for, i.e. decent work, equity and social justice (interview IndustriAll-1), and therefore the environmental agenda should rely on principles of environmental and social justice (interviews TUAC-1 and ITUC-GreenPeace-2).

Consequently, several participants argue in favour of a system change (interviews ITUC-1; ITUC-GreenPeace-2; UNGC; IUF; ITF):

‘For a long time, the slogan of the international trade union movement was system change not climate change, and I think that really kind of captured it’ (interview ITF).

‘[Just transition] is kind of one of the main examples on how climate action and labour rights will need to interact with each other and because, of course, if we ask for nothing short of the transformation of the global economy that will have implications for every



aspect, so I would assume that that kind of thinking about all those topics in conjunction’ (interview UNGC).

With workers having also an interest in such a change:

‘As unions, we don't only care about the kind of issues in the workplace, they're very important issues, wages, terms and conditions of employment, health and safety, those are all really important issues for workers, bread-and-butter issue for trade unions, but also we have an interest in how public transport systems are run’ (interview ITF).

Going back to EGFAs, some participants acknowledge a certain inadequacy between systemic change and negotiations happening at that particular level:

‘Framework agreements have environmental components, but they are of the order of either workplace action, which is good, like having an environmental plan, action in the workplace, energy efficiency, mobility plans, all great, but disconnected from the very source, from where those companies are making money, their business, which is the problem in the end’ (interview ITUC-GreenPeace-2).

‘They would arguably need to go more in that direction, where the union or whoever is overseeing the international framework agreement would have a conversation and the dialogue on a longer term, looking to the future to shift the business basically’ (interview IUF).

## **B. A Boundary problem**

### *1) Inadequacy between the scope of environmental measure and labour agency*

Getting away from an approach centred on the labour process to include labour as a social movement does not resolve certain issues that participants have described, and which relate to the question of boundaries.

‘It is well-known that a company closure or in-depth restructuring will have an impact way beyond the immediate worksite and could destabilise the economic environment and the local labour market in which the company is active, but according to its specificities and occupation, it can also have impact on the natural environment’ [and for an energy producer like EnergyCo] ‘the daily functioning of a power station, not a catastrophe but even regular incidents that are monitored can obviously have environmental impacts beyond the worksite, which covers areas beyond the company’s perimeter’<sup>lxix</sup> (interview Union-EnergyCo-5).

A practical example of the attempt at converting an old coal powered station in the south of France into a biomass powered station also illustrates a similar issue:

‘The latest investor, from Germany, wanted to develop a project for a biomass station, but it so happened that they had to procure biomass from Peru, so the project was a bit laughable. So, the scope for the procurement plan [for biomass] was progressively narrowed down geographically, but if the conversion of the station to biomass had concretised, it would have dried out all supply in biomass in a 450-kilometre radius. So, the papermaking factory in Tarascon [a nearby town], which was using biomass in its furnaces, was saying ‘what are we going to do?’. So, in any case, biomass projects that are too big become unmanageable monsters, and they are not as environmentally friendly as they might seem, far from it, so in the end it was abandoned’<sup>lxxi</sup> (interview National-Union-France).

The account of the measures put in place by FoodCo subsidiary to preserve the quality and quantity of its water resources also illustrates similar boundary issues, as these measures include: investment in sewage systems, subsidies for locals to dig out fuel tanks to avoid leakage, funding for a biogas plant in partnership with local authorities, subsidies for local farmers to shift the use of pesticides and redistribution of waste from the biogas plant as fertiliser, financing studies on how much to fertilise, where and when (according to impact calculations), and encouraging the conversion of certain areas into grazing areas for dairy cows, as well as a shift away from certain types of crops (interview Union-FoodCo).

Such measures raise questions in relation to the scope of the environmental responsibility of a company. For instance:

‘Investments have been made in the last few years with the supplier of rPET precisely to try to go and collect bottles, what I mean is there are still a lot of bottles left in nature, that are not placed in the right recycling bin. So [FoodCo subsidiary] invests so as to develop recycling because, even though we are not responsible for this part of recycling, it falls on us because of our image ... even though we don’t have much room for manoeuvre<sup>1xxxii</sup> (interview Union-FoodCo).

This boundary problem happens in an outward direction but also inward, with participants expressing their personal concerns and values in relation to environmental protection born out of a sense of responsibility towards their families (interview TUAC-2 and Union-EnergyCo-5), civic duties (interview Union-BeverageCo), and these concerns can be hard to reconcile with their responsibilities as union representatives:

‘What we do is to translate these environmental issues into the impact that this will have on workers because, I mean, I’m worried about the environmental issues, but I’m personally, [name], I worry about that, but you know what I mean, but the organisation IndustriAll defends workers’ rights’ (interview IndustriAll-2).

Or their occupation:

‘Someone who works for an oil company or a company that produces nuclear energy, etc. is not necessarily anti-environment; they may have children, a family, maybe convictions<sup>1xxxiii</sup> (interview Union-EnergyCo-5).

## *2) Articulating the abstract and the concrete – environmental justice and the concept of land*

Disentangling this problem of boundaries is a difficult process, but grappling with the physicality of the production systems appears to be a start, with issues of justice often also playing a part. Indeed, if issues of justice are conceived in rather abstract terms at higher levels, more as policy objectives, concrete expressions of it can be found at meso and local levels. The latter often call

upon the concept of land and the right to the land to conceptualise the impact of production on the ecosystem, which includes the local population, including indigenous people:

‘The way that agriculture works, the way that the trading system works in terms of food is a way that’s destructive on the environment, and it relies on monoculture. So, you know, you think about different parts of the world, and large parts of Brazil and Argentina for example, it’s now much of the agricultural land is used for growing genetically modified soya, which exhausts the soil, doesn't employ many people and has limited life in terms of years and the soil will be exhausted and ruined, meanwhile the people who used to live in those rural areas have gone into São Paulo or Buenos Aires, and have been displaced from the land’ (interview IUF).

In this regard, the EnergyCo windfarm project in Mexico presented in previous chapters is also telling (interviews Union-EnergyCo-2 and IndustriAll-2).

The ideas presented above relate to more radical understandings of the relationship between labour and nature. The facts that participants’ accounts of how their sense of responsibility towards the natural environment can be traced back to their family or that some workers might find it difficult to reconcile their occupation and their values with regards to the protection of the natural environment, suggest that workers’ interests also stem from the fact that they inhabit the biophysical world, and their lives rely on it. The use of the concept of land appears logical in the sense that it conveys this idea in a concrete and tangible way. It also allows to break the barrier between the workplace – the point of production – and its surroundings and to expand the boundaries of the relevant field.

### **C. Co-existence of different conceptions of the labour-nature relationship**

Before concluding this chapter, it is essential to emphasise that, even though these three understandings of labour and its relationship with nature are neatly presented in three separate sections, they were not found to map into any structural divisions, be these different scales,

different organisations or different cases. In this regard, the analysis of participants' interactions during the focus group serves to illustrate this point and shows that meaning is built collectively and has the potential to vary through time and space.

To illustrate this point, an extract of FG1 is analysed below in Box 2, according to the method set out in the methodology chapter, showing how participants collectively make sense of the notion of 'energy efficiency'<sup>55</sup>.

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<sup>55</sup> See appendix 11 (p369) for original transcript extracts.

## GROUP INTERACTION ANALYSIS

The focus group participants were asked to discuss a number of themes, the list being based on environmental provisions contained in EnergyCo GFA. Among these themes was energy efficiency. This particular extract of the discussion is selected because it provides a rich example of how group interactions act as a collective sense-making exercise.

It is important to remember that some participants work in the construction industry for contractors of EnergyCo and others for a subsidiary of EnergyCo that operates an existing nuclear power station:

<b>Participant 1</b>	Construction
<b>Participant 2</b>	Construction
<b>Participant 3</b>	Construction
<b>Participant 4</b>	National officer (construction)
<b>Participant 5</b>	Regional officer (construction)
<b>Participant 6</b>	National officer (energy and utilities)
<b>Participant 7</b>	Energy generation (including national representative functions)
<b>Participant 8</b>	Energy generation

*Table 6 – FG1 participant details*

Interestingly, the exchange begins with participant 5 earnestly asking others what energy efficiency could mean in the context of the construction of a nuclear power station. As an answer, participant 4 tentatively offers an example of a measure implemented by the company:

‘They’ve built a jetty at [worksite name] to allow stuff to be delivered via the jetty, I believe that happened, assuming I’m correct there, in some ways that’s an energy efficient way of getting stuff and take stuff off the roads.’

To immediately connect the assessment of environmental issues to industry specific practices and point out that the construction industry has not:

‘Grasped the concept of green and doing things in an energy efficient way. They tend just to see themselves as doing and what happens afterwards can be the energy efficient part’.

And seize this opportunity to positively compare, from his position of national officer, EnergyCo to other actors in the sector.

Participant 7 acknowledges that energy efficiency can be broad and include both simple measures, such as using efficient lighting sources across the worksite, but also relate to the type of energy source that one uses, giving the example of the role of EnergyCo in driving the UK to carbon neutrality.

Bringing the conversation back to a more etymological level, participant 8 reflects that:

‘It's not necessarily just about lower electricity consumption, it's about how you make the most of what you're doing or what you've got’

and gives an example specific to the production of energy in nuclear power station, the maintenance of steam links.

This comment unlocks an understanding of the notion of energy efficiency for participant 5, who started the exchange unsure of the meaning of the notion in the context of construction:

‘I couldn't in my mind, I couldn't quite, as Participant 4 said, I couldn't quite see where that fits, I mean if you turn that on its head, I guess it's reducing energy waste isn't it?’

In this new light, he expresses that, even though he is not necessarily the most knowledgeable on this matter:

‘Participant 1, Participant 2 and Participant 3 are, they would know better than me, but I think there's probably a lot more that could be done on site to reduce energy waste, and it's perhaps something that we can raise in the future’,

Thereby emphasising the potential added value of the knowledge of workers involved in the production and their potential agency through their representative functions.

And indeed, Participant 1 seizes this opportunity to express some frustration in this regard and points to certain contradictions:

‘We try and separate waste as much as we can, we try to recycle as much as we possibly can, but then it makes the environmental thing a sort of joke when you're running 80% of your construction site on diesel generators’.

Bringing to the surface tensions, as briefly mentioned by participant 4, that appear if one not only considers the final product – nuclear energy – on which the company communicates frequently:

‘we're always told and taught about the long-term benefits of a nuclear power station being very low carbon emissions in comparison to other ways of producing electricity’,

But also, the construction of a nuclear power station and the impact of this process.

In a more positive light and reflecting on the example given at the beginning by participant 4:

‘Participant 4 touched on the jetty, which has reduced lorry movements on the roads so that's not only helping the community with diesel fumes and traffic, but it also means the deliveries that are coming to site are more sort of economically friendly because they are in larger bulk’.

On this particular subject, participant 8 shares some of participant 1’s frustration, broadening the scope of the impact beyond the worksite toward the local community:

‘If I may just come in on that jetty, I think it would have been a lot more useful if they’d progressed the jetty or started the jetty a lot sooner [Participant 1 nodes]. We did have quite a lot of traffic beforehand’.

But also emphasises their limited access to the decision-making process in this regard:

‘I just wonder why EnergyCo didn't do that or for that matter actually construct a new junction from, I think it's junction 22, I'd have to count on my fingers which junction it is from the motorway, but anyway, there were other ways EnergyCo could have done that, but we are where we are and they got the jetty built now thankfully [Participant 1 continues to agree]’.

Moving away from this more negative assessment of the company’s practices, Participant 4 recalls a presentation given by the EnergyCo management:

‘I don't really, Participant 6 understands nuclear a lot better than me, but they were talking about how they were going to use that heat, which at the moment in nuclear power plants goes to waste, etc, which, it all sounded very new to me and a very good idea, but it was about ensuring that there was less waste of energy, heat being energy, and how you could use that, and there were talks about using it to heat local houses or do something with it, all very impressive they do seem to have plans to make nuclear plants more efficient with less waste’.



Participant 6 confirms that he is aware of this project and makes a connection to CO2 emissions [unfortunately unrecorded due to internet connection issues].

This subject of CO2 emissions is subsequently picked up by participant 5 to highlight that energy efficiency can only go so far:

‘I think probably the biggest single contributor on site would be the buses, there's no end of them, constantly, you know 24 hours I think probably, not just taking people to site but internally as well around the site and as far as I'm aware they are all diesel buses. In fact, I think they have a problem resourcing as many buses as they would like, I think they're very modern and up to date, so they're probably in terms of efficient, they're probably very efficient, but they're diesel models and I suppose if you take it to the far end, you could argue that they should be green or electric’.

And even though he concludes on a rather positive note, his comments also call attention to the limited agency of workers, with other actors – management and public regulators – playing a more significant role:

‘Participant 1 mentioned about the diesel generators and stuff, generally speaking I think emissions on site, as far as it goes, it's good really, there's controls over it and I know they have an environmental officer on site that does monitor these things and they have a responsibility to report that back to the environmental agency and to the local community I think, so I think the emissions are probably good’.

*Box 2 – Group interaction analysis*

\* \* \*

The objective set out at the beginning of this chapter was to analyse how the actors’ understanding of labour and its relationship with nature is connected to various approaches to environmental regulation. When labour is understood as enabling a linear production process, the corresponding approach to environmental regulation focusses on reducing and/or mitigating the environmental impact of production activities, through changes to the production process, possibly through the

use of technology. When labour is understood as a collective, the approach to environmental regulation is construed in terms of the social impact of environmental regulation (in a broad sense). Contrary to the first understanding, which does not articulate the interests of workers and their representatives, this second understanding articulates these interests as distinct from those of companies and possibly, though not necessarily, in alignment with them. These first two understandings have in common that they consider the environment, and its 'interests', as located on an entirely separate realm, which echoes the notions elaborated early on in the thesis of the idea that labour and nature are separate. The last understanding of labour evidenced in the findings, labour as an ecological function within nature, challenges this ontological dichotomy, though it remains the rarest one. In analytical terms, one's understanding of labour, defined as an element of the field-specific habitus at the beginning of the chapter, contributes to defining the boundaries of the relevant field. Subsequently, this suggests, as Bourdieu argues, that habitus and the resulting agency of the actors involved is always connected to a particular field, whose boundaries can shift accordingly.

## **PART IV**

## **DISCUSSION**

**CHAPTER IX**

**ANALYSING TRANSNATIONAL PROCESSES OF  
ENVIRONMENTAL REGULATION INVOLVING LABOUR  
ACTORS – AN UPDATED FRAMEWORK**

The objective of this study has been to get to the roots of this phenomenon – the widening of GFAs’ substantive scope – and explain how environmental provisions have found their way into GFAs and the implications of such a change in terms of labour agency in environmental policy and action.

This study makes four types of contributions. The first is empirical and relates to the fact that, unlike previous studies of GFAs, the study focusses on a specific subset of GFAs, agreements addressing environmental provisions. The second is methodological and mostly concerns methodological choices around the type of data and the way they are analysed. One of the main distinctions from previous studies of GFAs is the choice to weave together textual analysis of the agreements with analysis of interview and focus group data. The third is theoretical and puts in relation the findings with the theoretical framing outlined at the beginning of the thesis. Finally, the fourth is analytical and interrogates the use of Bourdieu’s sociology to make sense of the mechanisms at play in and around the negotiation and implementation of EGFAs. Together, these contributions offer an updated framework to analyse multi-scalar and multi-directional mechanisms of environmental regulation involving labour.

## **I. EMPIRICAL CONTRIBUTION – UNDERSTANDING OF GFAs AS PRACTICES LOCATED IN SPACE AND TIME**

Empirically, the research sheds light on a phenomenon largely unstudied thus far, the fact that it is possible for GFAs to address a wide range of themes, some falling outside the traditional scope of employment issues, and concerning in this case environmental issues. It provides an in-depth study of how GFAs deal with environmental issues and how this phenomenon is connected to the practices of various actors directly and indirectly involved at different scales. By doing so, it offers a fresh look at GFAs, and therefore, in assessing this specific contribution, asks how such a shift in focus may change academic and practitioners' understanding of GFAs.

### **A. A practical understanding of GFAs**

The analysis of EGFAs themselves has revealed that, not unlike GFAs in general, their content can be very varied, ranging from brief mentions of the environment to fully fledged environmental provisions, which shows the creativity of the actors involved. In this regard, choosing a practical definition of GFAs based on a number of characteristics that most share is an appropriate choice, in line with other recent studies of GFAs (Frapard, 2016). The definition given at the start, which highlights the fact that these agreements are voluntary, negotiated, cover a broad geographical scope, and combine procedural and substantive provisions, including environmental ones, remains adequate.

## **B. A shifting understanding of GFAs**

The thesis reveals that with time GFAs have come to address issues beyond traditional employment issues, in particular environmental matters. The simple fact that the content of GFAs has become more thematically varied over time, constitutes a shift in and of itself in actors' understanding of the role of GFAs. Historically, GFAs have been understood as one of the international union movement's answers to the internationalisation of systems of production (Gallin, 2008, p15), and primarily as a way to favour the implementation of ILO conventions outside of multilateralism. As such, they were categorised as a complement to the normative architecture of international labour law (Drouin, 2010). Such a position can be re-assessed in two ways.

First, even though the origins of GFAs can be traced back to union circles, they constitute a joint initiative between workers' and management's representatives. Thus, the joint nature of GFAs means that, over time, the influence of management actors is bound to shift actors' understanding of GFAs, whether they are directly involved or not. The findings reveal the tension that exist between management's conception of GFAs as part of CSR and the unions' conception of GFAs, for instance as a tool designed to implement CSR or at least provide some level of accountability, though, this is a simplification of how GFAs are conceived among union actors. The necessity to understand the specific perspective of all actors involved can explain, for instance, the fact that GFAs have been a subject of study in several academic discipline, beyond IR or labour law, which address the role of management, such as business ethics (Egels-Zandén, 2009) and human resources management (Fichter, Helfen and Sydow, 2011).

Second, by focussing on a specific subset of provisions contained in GFAs outside the remit of traditional employment issues, the study departs from other studies of GFAs, which consider them as a tool of employment relations at transnational level, and as a result tend to focus on collective and individual workers' rights. As a result, the study challenges the boundaries between both employment and environmental studies, to focus on their intersection. By doing so, it provides some insight into the different forms that the engagement of labour – as a collective – with environmental issues can take, in this case introducing environmental provisions in GFAs and/or contributing to their implementation. As such, it also broadens the range of avenues available to labour to create global labour environmentalism (Stavis, 2011), not as an abstract possibility but as concrete example.

These shifts, and the tensions they create, suggest that, perhaps counterintuitively, the longer GFAs are being negotiated, implemented and to some extent researched, the more susceptible to interpretation they become.

### **C. Relevance of the European and French context**

The analysis of both the demographics of the agreements – overwhelmingly with TNCs headquartered in Europe – and participants’ accounts – these TNCs are more willing to engage with unions on environmental issues – reveals that the European regulatory context remains relevant for the assessment of EGFAs.

When examining the relevance of the European context, it is also useful to examine other forms of interactions between management and union representatives, and in particular institutionalised forms such as EWCs. Noticeably, EnergyCo did not reveal any specific negotiation with the company’s EWC – in contrast to other studies of GFAs (Dehnen, 2013), and did not appear to play a major role beyond being kept abreast of the discussion happening as part of the implementation of the agreement. As a French company, EnergyCo presumably corresponds to the French model of IR described by Dehnen (2013), whereby French companies are more accustomed to negotiations with unions, in contrast with to the German model, which favours works councils for negotiations at this scale. More importantly, labour representatives in EnergyCo appear in favour of duplication of the channels of representation, thereby creating an IC distinct from the EWC. Such practices can be seen in light of previous studies, which have emphasised that labour actors build upon existing structures of worker representation to achieve transnational representation (Keune and Marginson, 2013), framing them as complementary rather than competing. However, at the implementation stage regarding environmental provisions, the picture is not as clear, particularly considering the recent extension of the EnergyCo EWC’s remit of competence to include environmental issues<sup>56</sup>.

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<sup>56</sup> Data collection occurred before those recent changes and, unfortunately, the motivations behind this change and potential connection to the practices resulting from the negotiation and implementation of the GFA are unknown.

Conversely, the integration of due diligence obligations, resulting from the adoption of the French law on the duty of vigilance, within the process of negotiation and implementation of the EnergyCo agreement highlights that historically the French context has proven favourable to GFAs, including for the purpose of implementing national law. There was, for example, a previous instance of overlap between GFAs and a piece of French legislation adopted in 2005, according to which companies must negotiate every three years to anticipate changes in the company structure and establish a plan for future skill and job needs (Schmitt, 2008).

These findings point to the relevance of looking at EGFAs in their regulatory context.

As a concluding remark, one important aspect to highlight is that a simple analysis of the text of EGFAs would not have allowed the discussion above; it is the combination of the analysis of the text of the agreements and participant accounts that makes this possible, and which, in turn, relates to the methodological contribution.



## **II. METHODOLOGICAL CONTRIBUTION – CONNECTING TEXTUAL ANALYSIS WITH PARTICIPANTS’ PERCEPTIONS AND EXPERIENCES**

The study has focussed on identifying people’s perceptions in context and combined the analysis of the EGFA dataset with a case study. Therefore, data sources include documents (mostly EGFAs), interviews and focus group transcripts. Throughout the analysis, and in the presentation of the findings, a conscious and consistent effort has been made to bring together data from the EGFA dataset and the accounts of interview and focus group participants. In effect, the method amounts to analysing the product – the EGFA as a snapshot at a particular time and in a particular place – and the process.

### **A. Quantitative vs Qualitative**

While the second part of the thesis – with the use of interviews and focus groups – is resolutely qualitative, the first stage has served to survey the landscape of EGFAs by building an exhaustive mixed dataset, and as such sits between quantitative and qualitative approaches. In this respect, the study takes on board the argument in favour of not having a rigid conception of the divide between quantitative and qualitative research (Clark et al., 2021). Bryman (2021), in his survey of mixed method research designs, identified a number of justifications that resonate with this study, in particular how it can enlighten sampling as well as provide contextual understanding. Indeed, the analysis of the EGFA dataset has contributed to understanding the relevance, but also exceptionality of EnergyCo, in addition to the relevance of the European and French national contexts.

## **B. A case study approach**

The fact that a large section of the dataset relates to a single case – EnergyCo – implies the necessity to consider the pertinence of a case study approach, the selection of an exceptional case, and the relationship between this case and the other two cases.

EnergyCo is not a deviant case as such (Silverman, 2020), as the survey reveals other potentially similar cases involving French companies, but it nevertheless does not constitute a typical example of EGFA. The significance of choosing this particular case is revealed by the analysis of the EGFA dataset, as the process has shown that investigating a typical case would not have yielded such rich information, with this fact alone a reasonable justification for the selection of an exceptional case (Flyvbjerg, 2004, p390).

It is important however to emphasise that the study is not exclusively designed to be exploratory. First, it does not in fact involve a single-case study (Yin, 2018), and efforts have been made throughout the analysis to always acknowledge the specificity of the case, including with targeted comparison with the other two ‘control’ cases to highlight contrasting findings.

As the two ‘control’ cases are not as developed as the main case, some of the validity requirements for a single-case study do apply here, and in particular the necessity to connect the case with theory (Yin, 2018). In this regard, it is important to emphasise that a lot of the research is located at the boundaries of the case, highlighting the connection with its context, the investigation being as much about the context as it is about the case. The thesis is conceived as providing in-depth insight into a larger theoretical standpoint, according to which regulatory mechanisms at a transnational scale cannot be studied in isolation and are intricately connected to other legal, political, social processes happening at various scales and various locations in time and space.

On this point, it is perhaps also worth emphasising that the complexity of investigating a phenomenon spanning across several scales and national contexts, involving multiple types of actors, and several academic disciplines also means that in hindsight an extensive analysis of more than one case would probably not have been possible.

### C. The use of interviews and focus groups

Following the initial survey, the largest part of the dataset is constituted of interview and focus group data. But first, and as a disclaimer of sorts, it should be mentioned that data collection was carried out at the height of the pandemic, which implies that lockdowns and travel restrictions – included in the updated university ethics requirements – de facto excluded any other additional collection methods for qualitative data, such as for instance methods based on observation. Therefore, any assessment of the relevance of interview data should be read with this caveat in mind. The choice to carry out focus groups was in fact partially motivated by these concerns. Indeed, the groups were ‘existing’ groups in the sense that the selection of participants was not random but rather brought together people who were acquainted with one another and routinely work together. Additionally, focus groups offer the opportunity to ‘observe’ group interactions and the collective construction of meaning.

Going back to the relevance of the data collection methods, it is important to assess how the data collected has permitted to answer the research questions. The questions respectively addressed:

- 1) how EGFAs fit into the architecture of the transnational regulatory system,
- 2) how the various components of the international labour movement interact to drive the inclusion/implementation of environmental provisions in GFAs,
- 3) how the actors involved understand the relationship between labour and nature, and how this influences approaches in terms of environmental regulation.

The third research question is concerned with uncovering collectively constructed meaning and, as a result, constitutes an almost stereotypical case for the use of interviews and focus groups in line with constructionist epistemologies (Silverman, 2020), whereby concerns about reality or truthfulness of the participants accounts are mostly irrelevant. The relevance of interview data for the purpose of addressing the second research question is not as clearcut. This relates to the question of whether interview data allow access to authentic experiences or only to a jointly constructed representation of experiences (Silverman, 2020). The issue has been resolved by focussing on patterns of sense-making across different interviews carried out at different levels.

Finally, addressing the first question is perhaps where this study is more exploratory, and where document analysis has played a bigger role.

## **D. Framework analysis**

Interviews and focus groups were carried out at different levels, with actors belonging to a wide variety of organisations and occupying different positions within them. This process has meant that, even though similar questionnaires have been used in all interviews, the resulting dataset is not necessarily uniform, which has proven to be a challenge during the analysis of the dataset. In particular, using a pre-determined coding framework, as derived from the theoretical framing, proved to be unsuitable, and successive rounds of coding resulted in an inflation in the number of codes, making it harder to discern patterns in the data. Consequently, the use of framework analysis (Miles, Huberman and Saldaña, 2020), according to which larger extracts of the dataset are organised in a large table, with one dimension recording the most common themes and the other dimensions the participants' contributions organised by levels, proved to be far more successful at uncovering intra and cross level patterns.

The research distinguishes itself from previous studies of GFAs, which, despite claiming ties to a variety of academic disciplines, can in fact be separated into two distinct categories, within legal studies on the one hand, and more sociological studies on the other. The former usually dives in the analysis of the provisions of GFAs and emphasises the connection with international and national legal systems, occasionally examining the possibility of judicial enforcement. However, these studies rarely acknowledge non-formalised processes of regulation. Sociological studies of GFAs do emphasise the importance of informal regulatory mechanisms and also periodically take into account national legal systems as a relevant contextual element, but systematically ignore the content of GFAs. These studies merely record the existence of an agreement, *de facto* treating the content as trivial information. This thesis strives to bridge the gap between these two approaches

and argues that doing so improves one's understanding of multi-scalar and multi-directional processes of social regulation.

The argument stems from the fact that adopting the methodological choices specific to multiple academic disciplines has proven to be a powerful way to interrogate certain research assumptions. The study has for instance, and as a result, offered insight into variations in the understandings of the nature of GFAs, into the definition of CSR, but also into the existence of intra-firm political processes in relation to the tasks that implementing EGFAs actually entails. And, in this sense, the thesis argues in favour of trans-disciplinarity as a methodological choice.

Making the connection with theoretical contributions, textual analysis of the agreements has proven essential in the process of mapping relevant actors and identifying the connections with other regulatory processes. But interview and focus group data have equally been critical in showing how perceptions evolve over time and distinguishing the influence of various actors in the negotiation and implementation of EGFAs. Additionally, the combination of interviews with participants directly involved in negotiation and implementation and participants operating at the periphery has offered a contextualised perspective on EGFAs, indispensable to a fuller understanding of the processes at play, which involve many different and complex organisations and actors operating at multiple scales.

### III. ANALYTICAL CONTRIBUTION – A BOURDIEUSIAN FRAMEWORK

Analysis of the data is structured around three dimensions – breadth, agency and depth – which have been adapted from Stevis (2018), and have been respectively dealt with in chapters 5, 6, 7 and 8. These three dimensions constitute a framework designed to contextualise the evaluations and interpretations of particular environmental initiatives involving labour (the phenomenon), which, in this study, corresponds to the negotiation and implementation of EGFAs. These three dimensions have been further specified and elaborated on to fit the characteristics of the phenomenon under study, and have in particular been put in relation to Bourdieu's thinking tools of field, habitus and capital.

Practically, the breadth dimension corresponds to a process of mapping the field of inquiry – the main field, as well as other possibly relevant fields (see for instance legal field in this study), including the field of power. The analysis of the agency dimension consists in a series of analytical steps. The first deals with assessing the interactions between the field of inquiry and the field of power. Here the most relevant process has been identified as the positioning of labour representatives in the processes of environmental policy and law-making. Subsequently, the second step entails analysing possible disturbances in the boundaries of the field, which can be connected to the entry of new agents who have the potential to disrupt the field's logic (see expansion of the legal field and role of various functional divisions of a company in the implementation of EGFAs). The third step involves determining the power relations between agents within the field, important in this regard being the analysis of the amount and nature of capital that each hold. In this particular field of enquiry, social capital is understood as especially relevant. Finally, to apprehend processes of change, it is important to analyse the field-specific habitus and assess the degree of synchronization or desynchronization of the field and the field-specific habitus (see role of HR on environmental issues and shifts in the understanding of the role of labour as environmental regulator).

To assess the study's analytical contribution, it is important to consider how a bourdieusian analytical framework illuminates the study of regulatory processes involving labour actors at a transnational scale. A series of points can be discussed in this regard.

## **A. Law and society**

Thinking in terms of fields – the field of industrial relations and the juridical field – has been valuable in two ways. First, the influence of the law in the field of IR is understood as both external and mediated or translated according to the dynamic of the field. Second, the use of legal instruments in GFAs and the use of the procedures associated with the implementation of GFAs as a mean to enforce legal obligation amounts to placing GFAs in both the IR and juridical fields, thereby increasing the value of juridical capital (Bourdieu, Wacquant and Farage, 1994). This is a key element to consider when examining labour agency in relation to the amount and type of capital that labour representatives possess and is especially relevant in a transnational context, where the law almost by definition leaves a large margin of interpretation regarding adequate ways to implement it (Barraud de Lagerie et al., 2020). In this sense, Bourdieu’s emphasis on the importance of the issue of power is helpful in overcoming approaches based on technical positivism common in legal scholarship (Caillosse, 2004).

## **B. Connecting the general and the particular**

This question of the connection between the general and the particular has been addressed at the beginning of this chapter in concrete terms when discussing the possibility of generalising findings from a limited number of cases. It can also be discussed in abstract terms using Bourdieu’s thinking tools (Bourdieu and Wacquant, 1992).

A preliminary remark can be that perhaps it is not in fact desirable to use the language of generalisation, which can be associated with the process of generalisation to a particular population in the positivist sense (Silverman, 2020) that in this study could mean other TNCs, other GFAs, any negotiation between employers and unions at a transnational scale, etc. It is more helpful to understand the process as ‘analytical generalisation’ – as defined by Yin (2018) – whereby the cases are generalised in relation to theoretical propositions (Silverman, 2020). This echoes arguments

made by Bourdieu, according to which the idea of field allows to weave both the particular and the general (in relation to position, position-taking, capital, etc), making the antinomy between the general and the particular a false one (Bourdieu and Wacquant, 1992), as general and particular are in fact co-constituted. In this respect treating GFAs not as an end in themselves – or a beginning for that matter – but rather a window of sorts through which more general processes can be observed is particularly important.

### **C. Conceptualising change**

A common criticism addressed to Bourdieu has concerned an alleged emphasis on social reproduction, not leaving enough space to account for processes of change, particularly going beyond external sources of change (Jenkins, 1992). The study has nevertheless made use of Bourdieu's thinking tools to illuminate the existence of processes of reproduction as well as change rooted in both agency and institutional change. Some of the sources of change are external and result in the destabilisation of the logic of the field, thereby providing the conditions for change. But sources of change can also be internal, the result of the actions of the dominant agent in the field – see the influence of management's approach to CSR, but also the consequence of an alteration to the boundaries of the field from within – see the connection between the understanding of labour and approaches to environmental policy and action. However, processes of change appear to be more often the result of incremental shifts, the re-framing of issues, resolving conflicts and tensions, combined with the persistence of previous practices, which supports the idea that agency within a field is mediated through the field-specific habitus.



## **D. Bourdieu and non-human nature**

Bourdieu's framework appears of limited purchase to conceptualise the role of non-human nature, except perhaps in terms of the value of natural capital in economic terms. One possible avenue derived from this study would therefore be to integrate non-human nature within cultural capital – in this case as a form of knowledge about the non-human world, though this nevertheless remains very partial and ignores a more agential understanding of non-human nature (Rosiek, Snyder and Pratt, 2019).

## **IV. THEORETICAL CONTRIBUTION – EGFAS AS A WAY TO UNCOVER AND ACCESS REGULATORY PROCESSES**

Three research questions have served to structure the findings and correspond to the three dimensions of the analytical framework: breadth, agency and depth. The breadth dimension puts in relation the personal and organisational scope, the substantive scope, and the institutional scope of the phenomenon to the relevant scale of analysis, and as such locates EGFAs within processes of transnational regulation. The agency dimension focusses on the interactions of the various components of the international labour movement and how these drive the inclusion/implementation of environmental provisions in GFAs. Finally, the depth dimension analyses how the labour actors involved understand the relationship between labour and nature and draws conclusions in terms of environmental practices. Together these three dimensions provide a contextualised appraisal of EGFAs and allow an assessment of their remit and potential as instruments of environmental change, and the role of labour agency within it.

Assessing the theoretical contribution of this thesis implies going back to its main objective, which consists in explaining how EGFAs can serve the institutionalisation of the role of labour in environmental transnational regulatory processes.

### **A. EGFAs and regulatory processes**

The first research question is concerned with the mapping part of the analysis and begins to explain how EGFAs fit into the architecture of the transnational regulatory system. Through an examination of the scope of EGFAs, this first step of the analysis of the findings served to identify the relevant field for the study of EGFAs, conceptualised as the field of IR – understood broadly – at a transnational scale. At the beginning of the research, EGFAs were framed as a regulatory

instrument embedded in a specific context, which notably includes social, economic, geographical, but also legal elements. This study has served to refine this approach, and a significant contribution is not only to suggest that EGFAs – and GFAs for that matter – cannot be adequately analysed in isolation, but also to highlight how EGFAs are in fact connected to other more or less formalised processes of regulation.

### *1) Regulation as an embodied process*

Zooming out and considering EGFAs in context necessitates conceptualising boundaries around the regulatory processes directly connected to EGFAs, in order to delimitate the phenomenon from its context and subsequently highlight the relationship between the phenomenon and context. In this study, these connections between various regulatory processes are conceptualised as cross-influences between the relevant field – IR at transnational scale – and other fields and sub-fields (sub-fields can correspond to other scales), including the field of power, where the representative functions of unions in policy and law-making are institutionalised.

This study suggests that these relationships between phenomenon and context can be linked to the fact that actors operate across fields and across scales. This can be put in relation to how regulation has been defined in the early stages of the research. Indeed, understanding processes of regulation as institution-making, as a dynamic social phenomenon, produced, reproduced and incrementally transformed by the actions of actors who inhabit them (Brook and Purcell, 2017), particularly resonates with this study, which considers EGFAs as a snapshot of a continuous, historically embedded, and embodied process dependent on the agency of the actors involved.

The example of the relationship between EGFAs and CSR offers many insights into how this process actually plays out in practice.

## *2) Identifying the nature of labour agency*

As a joint management-union initiative, EGFAs are influenced by both management and union agency. One of the aspects of management's influence has been the relationship between GFAs and CSR, with GFAs often conceived as a tool for CSR by management. It is safe to claim that in many cases, the inclusion of environmental provisions in EGFAs was probably the result of management's agency and conception of CSR, as including environmental issues, with BeverageCo agreement and the earlier versions of EnergyCo agreement certainly providing examples of this process.

Even though these agreements addressed environmental issues, these early instances of EGFAs are not necessarily associated with changes in management's perspective on GFAs as a tool for environmental regulation. In this regard, examining, however briefly, management's practices of reporting in the context of the UNGC has been revealing. Indeed, associating GFAs with other tools of CSR such as UNGC is not trivial. In practice, findings show that, as part of the reporting process involved in the implementation of the UNGC, French companies often fulfil their obligation by providing their URD. In turn, the analysis of EnergyCo URD highlights that, from a management perspective the GFA is understood as part of the company's CSR in its HR dimension. Such a clear categorisation of GFAs as located at the intersection of transnational CSR and HRM appears to cement the idea that labour representatives do not have interests in discussing environmental issues or that their interests align with management's, an approach characteristic of a unitary understanding of IR (Budd and Bhava, 2008, p92), as well as a conception of GFAs as implementing CSR – here the UNGC – and conveying the idea of GFAs as an end in themselves, as opposed to an understanding of GFAs as a way to implement CSR.

Nevertheless, the analysis of EnergyCo and how practices associated with the negotiation and implementation of EGFAs evolved through time – between 2005 and 2018 – shows how the inclusion of environmental provisions, as a result of management's conception of CSR, when associated with contextual changes, has changed practices of environmental regulation within the field. Indeed, this study's focus on environmental provisions brings to the forefront not only the importance of the perception of management on the role of labour but also the perception of labour itself on its legitimacy as environmental actor, and subsequent agency. At the negotiation

stage, in EnergyCo, the shift in approach in terms of environmental provisions – the addition of a just transition section and the focus on more local and practical measures – is the result of genuine and meaningful negotiation between management and labour, which happened in response to management’s intention to remove environmental provisions from the agreement. Such a shift in labour’s approach is not solely a response to management’s position but also connected to changes in the context, and in particular the increasing involvement of labour actors in environmental policy and law-making. In this regard, the consistent acknowledgement by participants of the ILO guidelines on just transition, as well as the Paris agreement, both adopted in 2015, constitutes a manifestation of that change.

However, the findings also show that this process of change in practices of environmental regulation is still very much on-going. Indeed, in the same way that procedural provisions in GFAs are not straightforwardly connected to changes in labour agency, the inclusion of environmental provisions as a compromise between union and management representatives does not automatically translate into a pro-active contribution of labour representatives. Little evidence of union representatives being pro-active in the matter has in fact been found; accounts of how labour representatives do not necessarily challenge management on decisions pertaining to the environmental agenda either out of an overall satisfaction with management’s actions or out of a sense that other issues are more directly connected to their role as representatives are more frequent. Such observations lead back to labour actors’ understanding of the environmental agenda, and whether they perceive a dichotomy between environmental and employment issues. Thomas and Doerflinger (2020) found that unions are unlikely to adopt radical positions (outright support and opposition to environmental measures) but rather implement hedging strategies aimed at balancing the interests of their members and those of society at large wherever possible, though would probably give priority to employment concerns if necessary. Reflections on the degree of priority granted to environmental issues in this study show that labour actors do separate employment and environmental issues and establish priorities between them. However, this hierarchy is not necessarily a matter of establishing an objective hierarchy between environmental and employment issues but rather a pragmatic hierarchy influenced by time and knowledge constraints.

Such developments also highlight that contextual changes are not automatically reflected in the practices within a particular field, which would suggest, in line with Bourdieu’s sociology, that

changes always undergo a process of ‘translation’ when penetrating a field as practices are mediated through the field specific habitus.

### *3) Regulation and interpretation*

This idea of ‘translation’ has proved useful to conceptualising the role of the law in the practices surrounding the negotiation and implementation of EGFAs, and to connecting law-making as such and the functioning of the law and its non-judicial enforcement. The theoretical standpoint adopted at the beginning of this study was to consider law as both constitutive of social reality but also partly endogenous to societal change (Deakin, 2015; Deakin et al., 2017).

In this regard, this study strives to map out the imbrication of public and private rules and in doing so reveals a varied and widespread use of legal instruments, as well as a rather wide consensus on their usefulness, particularly as they provide a common language. Even though the small number of GFAs suggests that the existence of these legal instruments is not the only deciding factor, it still constitutes an indication of the nature of the interplay between public and private rules. Historically, the interplay between GFAs and legal instruments has been understood as giving GFAs credibility, substance and coherence (Drouin, 2006), but also offering visibility to these legal instruments (Moreau, 2017). Previous studies have also suggested that such practices have the potential to deflect the meaning of standards (Menashe, 2019), through selective implementation, and variation in the understanding of compliance and interpretation.

In the context of this study, the example of legally mandatory due diligence obligations, and their connection with EGFAs, constitutes a good illustration of this co-constitutive relationship between the law and initiatives, such as EGFAs.

**Due diligence** – On this matter, the connection between EnergyCo agreement and the French law on the duty of vigilance emerges rather clearly. The interaction between this piece of French legislation and EGFAs is particularly relevant when considering its requirement around collaboration with stakeholders. On the one hand, the obvious link drawn between the EnergyCo agreement and the company’s duty of ‘vigilance’ confirms that worker representatives are considered as stakeholders, although the broad substantive scope of law – encompassing both

employment and environmental elements – means that the possibility for workers’ representatives to be involved in discussion on environmental matters remains unclear. On the other hand, however, such repurposing of GFAs, as an element of compliance to the law, could potentially entail some risks in terms of labour agency, which have been conceptualised as boundary disturbances between the field of IR and the legal field.

Empirical analyses of the implementation of the duty of ‘vigilance’ are still at their early stages. Using this particular piece of legislation and building on studies of the implementation of legal rules that leave extensive latitude to companies in regard to means and methods to adequately implement them, Barraud de Lagerie et al. (2020) argue that the process of ‘translation’ of the legal rule to fit managerial conceptions, instruments and goals can result in merely repurposing or slightly adjusting the scope of existing managerial procedures. In such cases, the existence of such procedures can come to be considered compliant with the law, de facto rendering compliance by no means connected to effectiveness, with such interpretation having the potential to solidify, even outside the company, as the correct interpretation of the law. This study certainly does provide a concrete example of a such process and can be seen as a manifestation of management’s minimalistic approach based on rationalising existing procedures, which has the potential to weaken both the law and GFAs, especially considering that GFAs are not until now necessarily conceived as instruments of compliance. As such, this study highlights the importance of connecting compliance, interpretation and effectiveness.

This argument is by no mean limited to legal instruments, but also extends to policy instruments, such as just transition.

**Just transition** – EnergyCo agreement – more specifically its just transition section – constitutes a perfect example how a policy notion or instrument can gain traction outside of the circle from which it originated. Indeed, according to Stevis and Felli (2020), the formal inclusion of just transition in the Paris agreement – an instrument of international law – symbolically reached global status and formally escaped union circles to become subject to the interpretation of a much wider range of actors. In this regard, EnergyCo provides a concrete example of how this process happens in practice.

Although, the inclusion of just transition in EnergyCo agreement is not the adoption of just transition within a different constituency, but the result of a bargaining process successfully carried out by labour representatives, it still inevitably involves a process of interpretation by various actors and therefore potentially divergent conceptions. Even though reference is made to the extensive

definition given by the ILO, the rather succinct mention of just transition in the agreement is symbolic of how much latitude is left to the parties to interpret it. Findings reveal that conflicting understandings exist between labour representatives themselves and between labour and management, and in this regard not only highlight the contested nature of just transition (Clarke and Lipsig-Mummé, 2020), but also the mechanisms at play in this process of contestation.

The central role occupied by processes of interpretation, combined with the respective influence of the agency of the various actors involved, point to the fact that the effectiveness of GFAs also hinges upon the role and power of labour representatives in various regulatory spaces.

## **B. Connecting social capital, power and networks**

The second research question relates to the analysis of the interactions of the various components of the international labour movement – inside and outside the field of IR at a transnational scale – and how these interactions inform the inclusion and implementation of environmental provisions in GFAs.

This analysis has confirmed the relevance of the conceptualisation of the actors involved – directly or indirectly – in the negotiation and implementation of EGFAs as inter-organisational network. Indeed, the field of enquiry, identified as the IR field at a transnational scale, is multi-scalar and multidirectional, and involves a network of actors, which extends beyond the boundaries of the field. Such an emphasis on the notions of field, intra and inter-field relations comes in contrast with the idea of hierarchical and interacting levels, and highlights the relevance of the notion of regulatory spaces and the uneven occupation of that space by the actors involved (Dundon et al., 2014). And indeed, this study suggests that agents in the fields hold various types and amounts of capital (power) and therefore control the regulatory process to a varied extent.



### *1) Articulating the abstract and the concrete as a source of social capital*

When examining the agency of labour actors in the context of the field of power – institutionalised representation in environmental policy and law-making, the findings suggest that the ability to connect to the union network constitutes an important aspect of social capital and is therefore connected to the power to influence the policy and law-making processes. This connection to the network appears dialectical in nature and entails the articulation of a common programme based on priorities, and formulated in more abstract terms, but which remains connected to concrete experiences on the grounds. Such an approach has the benefit of ensuring both internal support and building external legitimacy at different scales. This dialectical process can therefore be conceptualised as the articulation of the abstract and the concrete as a source of social capital. In this regard, it is interesting to recall that, in the theoretical developments at the beginning of the thesis, the law is described as performing similar function by articulating the abstract and the concrete (Ost, 2016). Going back to Bourdieu's sociology, the value of certain types of social capital is connected to the field and in particular to what is at stake in the field, in this case law-making. The relevance of unions' capacity to articulate the abstract and concrete as a source of social capital in the field of power appears to confirm this connection between power and field and confirms that the power to influence regulatory processes is embedded in a regulatory space.

In the context of EGFAs, in contrast with the field of power, there is no institutional representation at transnational scale, except perhaps EWCs, although the analysis has revealed weak links between GFAs and EWC on environmental issues. Therefore, establishing their position as counterpart at transnational level often constitutes one of the central motivations of GUFs around GFAs. In written form, the goal to both create and maintain relations at transnational level is translated in the particular emphasis on procedural provisions at the negotiation stage. Unlike BeverageCo for instance, which is emblematic of such motivation, EnergyCo and FoodCo appear to go much further beyond that initial step of simple recognition and point to the regulatory nature of the practices within the field. In practice, organisational changes through the implementation of specific procedural provisions – creation of implementation committees, regular meetings, etc – are important and potentially conducive to, but not automatically synonymous of, sustained and increased levels of agency and influence in the regulatory process (Stavis, 2018). Although, the findings suggest that time is an essential factor, as the sustainability of practices appears to be connected to the duration of the relationship

between labour representatives at that level and management of a specific company (more than 10 years for EnergyCo and more than three decades for FoodCo), union representatives need be able to maintain this position, which is in turn connected to the amount and type of social capital that they hold, and ultimately the effectiveness of EGfAs. In this regard, a similar logic as the one observed in the field of power has been uncovered, whereby connection to union networks, through affiliation to the GUFs and informal relationships between the GUFs and workers' representative in particular companies, constitutes a source of social capital that strengthens unions' positioning within the field.

In the context of this study, the fact that the focus has been on countries where IR is comparatively more advanced should be acknowledged. As a result, in terms of relations to the network, the findings uncover processes that strengthen the existing network rather than build it from scratch. This is in contrast with analysis of IR beyond national boundaries influenced by institutional approaches, especially comparative, whereby national IR systems constitute the object of the study rather than a variable (Frege and Kelly, 2020). In this study, the emphasis in the analysis is placed on the enabling (and possibly constraining) function of existing IR systems, rather than the potential changes in those systems as a result of the implementation of GFAs, and challenges the idea of GFAs as instruments designed to export industrial relations perceived as more favourable down the supply chain of a particular company. In turn, such a shift in focus implies consideration of the motivation of workers' representatives in companies for engaging at transnational scale, which can be put in relation to more general discussion of the engagement of unions beyond national borders. Approaching this question from the angle of environmental issues offers new insight.

## *2) Environmental agenda and union engagement at transnational scale*

The findings show that environmental issues can be divisive within the international labour movement. Participants highlight that these tensions can run along the separation between the work of sectoral organisations – the GUFs and their sectoral affiliates at national scale – and cross-sectoral organisations – the ITUC and national affiliates.

In terms of engagement at the international scale, two different conceptions of the role of unions beyond national borders can be found: an industrial-economic conception, whereby engagement

constitutes an answer to the internationalisation of companies; and a political-diplomatic vision, whose goal is the propagation of an ideological conception of trade unionism (Hyman, 2005). At first sight, such a distinction corresponds to the separation between the role of the GUFs, on one hand, and the work of the ITUC on the other. Consequently, GFAs would fall on the industrial-economic side of this distinction. Based on the findings, it is here argued that this distinction is not as clear cut as it might at first seem. Political divisions among ITUC leadership and affiliates, varying approaches among GUFs – some more akin to bargaining and others more focussed on fundamental rights, as well as a rather loose articulation by local union representatives of the motivation for their engagement at transnational scale, blur the separation line between an industrial-economic and a political-diplomatic vision of EGFAs. EnergyCo constitutes an interesting example in this regard, as it emphasises how the connection between case and context – the incremental shift in the narrative around the role of labour as environmental regulators – can contribute to change not only management practices – the traditional goal of GFAs – but also the practices of unions themselves. Therefore, such a conclusion points to EGFAs’ potential role as an instrument not only for building and maintaining union networks, but also shifting union practices within the network.

In this sense, the study’s focus on environmental provisions has been an effective way to bring to the surface political divisions within the labour movement on environmental issues and how these may relate to the role of EGFAs. However, political tensions are not restricted to the labour movement; they also find expression on the management side.

### *3) EGFAs and political processes within TNCs*

References to the deleterious effects of subcontracting practices in supply chains, the difference between provisions addressed to entities controlled by the parent company and those concerning suppliers and contractors, and difficulties associated with the involvement of subsidiaries in the negotiation and implementation of GFAs, all point to challenges connected to the vertical organisation of the company and its influence beyond ownership ties (Gibbon, Bair and Ponte, 2008). As such, this thesis confirms the relevance of the concepts of labour geography, such as the

GPN framework (Dicken, 2014), for the analysis of GFAs, in line with previous studies, which have shown for instance that a higher degree of driven-ness of a supply chain, combined with its producer-driven vertical organisation (as opposed to buyer-driven), increases the likelihood of successfully negotiating GFAs and their potential effectiveness (Riisgaard and Hammer, 2011).

But, perhaps, a more significant contribution of the thesis lies in revealing the impact of the intricacies of horizontal internal organisation and politics at corporate level, in addition to vertical coordination challenges in the production network of a TNC. Indeed, the focus on environmental provisions in GFAs highlights additional coordination challenges as the tasks necessary for the implementation of environmental provisions require the participation of other functional divisions of the company in addition to HR – often in charge of negotiating and monitoring GFAs, such as CSR divisions, public relations and communication, procurement, finance and compliance. Such findings suggest that, as much as it is essential to consider coordination challenges – vertical and horizontal (Niforou, 2015), it is equally important to acknowledge that regulatory processes within TNCs also involve political processes. These, in turn, point to the importance of theoretical approaches to the management of organisations that give enough weight to internal power relationships and conflict (Alvesson and Deetz, 2006, p255).

The study here suggests that the various fields and sub-fields considered function as contested regulatory spaces, where various influences take root. It is therefore useful to discuss approaches to the environmental agenda in terms of substance.

### **C. Regulation as a polymorphic and polyrhythmic process**

In the analysis, the depth dimension is connected with answering the question of what kind of environmental change the actors involved in practices surrounding GFAs – directly or indirectly – aspired to. In that regard, the picture painted by the findings is a rather complex and variegated one.

The initial theoretical framework outlined at the beginning of the thesis suggests that one's approach to environmental issues is connected to how the relationship between labour and nature is conceived, this conception being embedded within variegated capitalist systems of production. Indeed, the study confirms such a claim and has revealed the co-existence of various conceptions of labour and its relationship with nature: labour as a process, labour as collective, and labour as an embodied ecological relation. These conceptions are associated with different approaches to environmental regulation. In the context of EGFAs, the resulting process of regulation is variegated in the sense that traces of both methods and references to instruments of environmental regulation that have been developed in the last few decades co-exist, but also intersect with approaches to IR. As a result, this appears to confirm the relevance of dynamic approaches to regulation, which illustrate the variegated, polymorphic and polyrhythmic development of capitalism within various regulatory spaces located in time and space (Durst, 2002), an approach that comes in contrast with institutional approaches predominant in IR, and in particular the notions of convergence and layering used in Varieties of Capitalism (Soskice and Hall, 2001) and historical institutionalism (Streeck and Thelen, 2005). This study effectively provides an illustration of how these processes play out in practice.

### *1) Persistence of successive and competing approaches to environmental regulation*

**Command and control** – A significant portion of EGFAs focus on the damaging environmental impact of the production process and the subsequent need to mitigate and/or reduce it. Such an approach is reminiscent of the early stage of environmental regulation of command and control, found mostly at national level (Gunningham and Holley, 2016). Acknowledging such influences is especially important as, even though regulatory approaches have shifted over time, command and control regulation is still very much a tool of environmental regulation.

**Health and safety regulation** – Similarly, the early conceptualisation of the intersection of environmental regulation and employment regulation brought to the forefront the issue of health and safety – in particular regarding the use of chemicals (Goods, 2017) – and unsurprisingly instances of this approach are present in both EGFAs and participants' accounts.

**Sustainable development** – As EGFAs operate at a transnational level, it is perhaps unsurprising that a standards-based approach based on sustainable development principles would not only find echo in EGFAs, but also be the most common approach found in the agreements. Indeed, sustainable development has become the lingua franca of international policymaking (Novitz, 2020). According to these methods, a significant margin of interpretation and flexibility, in terms of substance and method of implementation, is given to the actors involved, which can lead to narrow understandings of sustainable development – particularly in a corporate context (Tregidga, Milne and Kearins, 2018) – limited to the sustainability of the business.

**Just transition** – EnergyCo constitutes a unique example in the sense that it makes reference to just transition. Beyond the case, the findings suggest that just transition largely frames union thinking around the environmental agenda, although mostly at national and international levels, as well as in the GUFs. Although, just transition is often considered as a policy tool designed to advance labour demands, it does not emerge as a clearly defined notion in the findings, confirming its status as contested notion (Clarke and Lipsig-Mummé, 2020). This process of interpretation is bound to continue, as just transition has now gained traction beyond union circles (see for instance, EnergyCo’s use in non-financial reporting).

**Due diligence** – Finally, both the EnergyCo agreement and accounts of the participants involved in the case highlight the connections that have been drawn between EGFAs and the implementation of the French law on the duty of vigilance, especially in terms of stakeholder involvement in risk monitoring.

By bringing management and unions together, EGFAs – and the practices surrounding them – call attention to the fact that various agents predominantly adopt different approaches according to their position in terms of scale and their role in the production process. In turn, this requires considering the various approaches to environmental regulation present in EGFAs in the context of IR more broadly.

## 2) *Linking environmental regulation, EGFAs and IR*

**Labour as a process** – In the findings, environmental measures designed to reduce and/or mitigate the environmental impact of the activities of companies (command and control above) are linked to an understanding of labour as a process disconnected from the person who performs it. They can be tenuously connected through the idea that monitoring compliance to this sort of environmental regulation or implementing changes to the production process designed to reduce/mitigate environmental impact can coincide with certain professional occupations. Going back to the conceptualisation of labour, and labour agency, this approach to environmental regulation appears to relate first and foremost to the role of participants as workers rather than as union representatives and does not articulate conflicting interests, often relying instead on depoliticised technological solutions. In such cases, the role of EGFAs appears as merely an endorsement by union actors of the company's environmental commitments (see BeverageCo).

**Labour as collective** – This second approach, by far the most common, brings together both early versions of union involvement, where environmental harm overlaps with workers' health and safety, and just transition<sup>57</sup>, in the sense that it articulates workers' interests and relies on an understanding of labour as a collective. In other words, this approach relates more to collective union engagement.

Articulating workers' interests does not necessarily mean that these are distinct from business interests. An area where business and unions' objectives are neither completely aligned nor absolutely antagonistic is the relation between environmental measures and employment. Employment issues can be framed in a negative way – job losses as a result of transition to more environmentally-friendly economic activities – but also in a positive way – employment creation as a result of the same process of transition. This second understanding is quite typical of the extension of the justification of market-based approaches to environmental policy, as not only good for business but also for workers. Although several participants mentioned struggles to unionise these new sectors, thereby showing that there is a distinction between worker's interests and union' interests.

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<sup>57</sup> The case of due diligence is more difficult to assess at this more abstract and theoretical level, as the practices associated with it are few and far between, as well as rather recent.

This distinction between job losses and employment creation also informs debates on the idea of a just transition and, in this regard, it is important to assess the understanding of labour that it conveys. The findings suggest that, even though just transition conveys a broader understanding of labour and, acknowledges the distinct collective interest of labour as a social movement governed by unions, it does not fundamentally alter the way the relationship between labour and nature is understood.

Going back to the conceptualisation of EGFAs, agreements – and practices associated with them – could range from providing accountability to practices of bargaining.

**Labour as an embodied ecological relation** – The facts that participant’s description of how their sense of responsibility towards the natural environment can be traced back to their family or that some workers find it difficult to reconcile their occupation and their values with regards to the protection of the natural environment, suggest that workers’ interests also stem from the reality that they inhabit the biophysical world and their livelihood relies on this. Such ideas echo scholarly developments on workers as ecological subjects and the need for a working-class ecology characterised by a web of relations between working people and their working and living habitats (Barca and Leonardi, 2018). Going back to the transnational scale, the case of GFAs is interesting, as participants’ conception of GFAs is, in one way or another, linked to the distribution of economic activities around the globe. In this context, the relevance of the idea of justice – social and environmental – as part of the environmental agenda at this scale is perhaps easier to articulate. The case of the construction of a windfarm on indigenous land in Mexico provides one example of the articulation of environmental issues, justice, and transnational union action. The consistency with which this example is mentioned by all EnergyCo participants suggests that such an articulation is a powerful one. Such a conception of the EGFAs, as articulating environmental and social justice at a transnational scale, although rarer, evokes a role for unions as swords of environmental justice (Hampton, 2018).



## **V. CONCLUDING REMARKS, LIMITATIONS AND FUTURE RESEARCH**

### **A. An updated framework**

The updated framework is visually represented as follow (see Fig. 7):

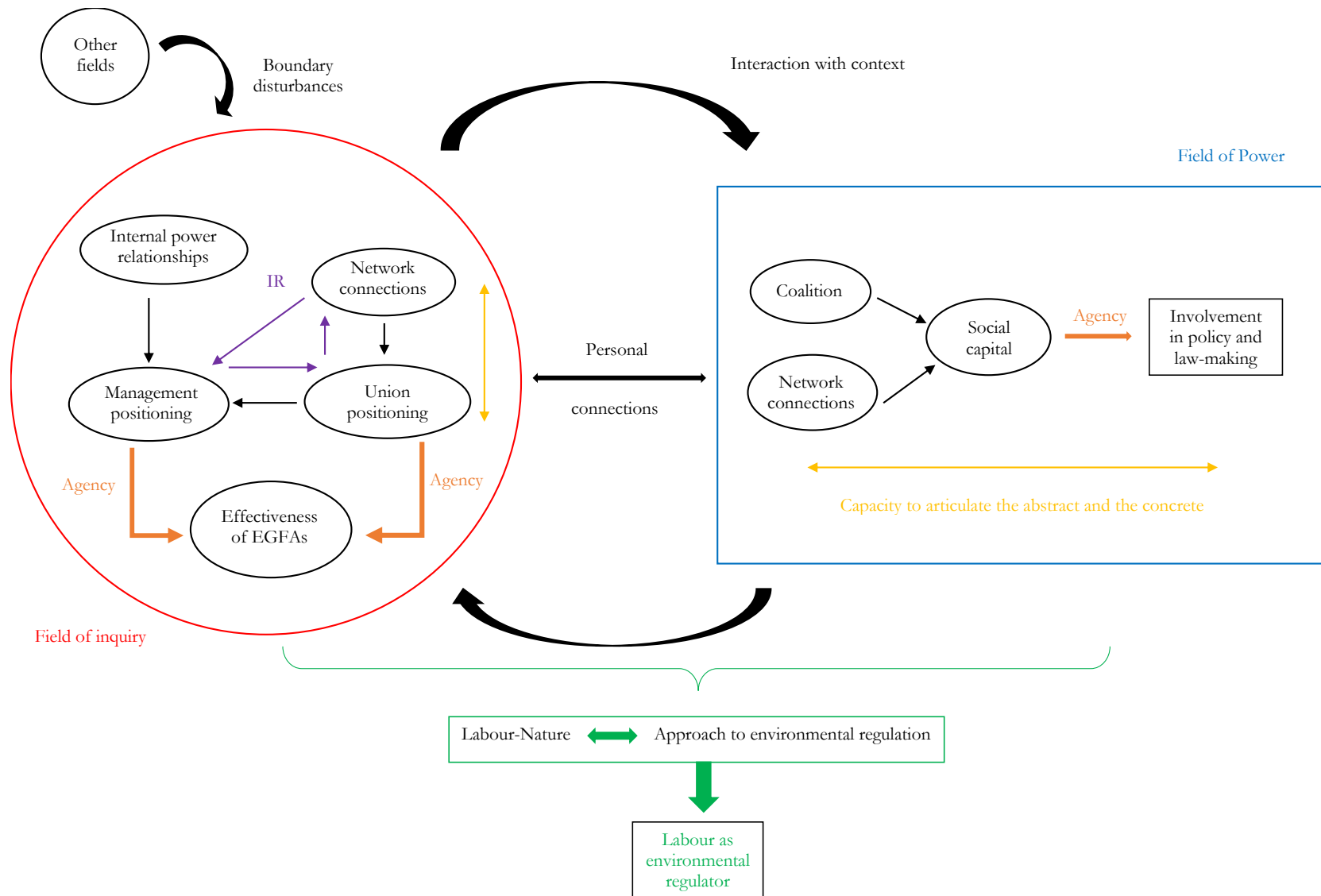


Fig. 7 – Updated theoretical framework

## B. Challenges and future research

### 1) *Introducing comparative elements*

**With other cases and other type of instruments** – Looking at the best case of EGFAs provides added value in terms of knowledge and understanding both for practitioners, who can see what has worked and what has not as well as how practices may change in the future, and academics in relation to theoretical developments. Introducing comparative elements, either with other agreements (the database does provide other possible relevant cases) or with other similar initiatives of environmental regulation involving labour actors at a transnational scale, could provide additional insights.

**Within a particular case** – Considering additional cases is not the only option to introduce comparative elements. Indeed, the scope of EGFAs is so wide that a number of other options would be available within the confines of a single case, though the wide scope of EGFAs creates challenges as much as it provides opportunities, for instance, in terms of the recruitment of participants, going beyond inherent challenges in terms of access to large organisations that operate across borders, such as TNCs and international union organisations. However, challenges of a different nature also emerged after data collection had begun. As EGFAs' scope is very wide and because they operate on a relatively abstract level, there can be a disconnection between being 'involved' in the implementation of EGFAs and people's awareness of that involvement. This is especially true of local union and management representatives not formally connected to implementation structures, the IC for instance. One could quantitatively measure this degree of awareness by sending out surveys, a different approach was nevertheless adopted here through the use of focus groups, as these were deemed to provide more in-depth and valuable results, as well as challenge a vision of EGFAs as simply top-down mechanisms. Time and practical constraints – this type of focus groups being harder to organise than single interviews – have meant that only two were carried out. Organising more focus groups, with a wider variety of actors, for instance management representatives or in other workplaces, and organising them onsite<sup>58</sup> to be able to

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<sup>58</sup> This was not possible at the time of data collection because of pandemic-related restrictions.

engage with the physicality of situations and examine the connection to non-human nature, would certainly offer new insights and would also provide opportunities for comparison. This would be particularly valuable as focus groups also allow to engage with concrete situations.

## *2) Engage with concrete situations*

Another aspect concerns the scope of this study, which has involved different scales, multiple cases, multiple organisations, as well as an assessment of the context of the cases. Such an ambitious goal raises the question of how far it is possible to engage with concrete situations. The result is perhaps an approach that is, to some extent, skewed toward what is commonly referred as top-down mechanisms (although it is argued that this is a misconception, broad to narrow, abstract to concrete would be better descriptions). However, engaging with more local actors is not the only way to engage with concrete situations. For instance, the findings of this study only hint at the intricate articulation of practices surrounding EGFA's and other formalised processes of regulation, including legal rules. A more exhaustive – perhaps comparative – legal analysis emphasising processes of interpretation of and compliance to legal rules involving human and non-human nature, and how these intersect with social practices – collective bargaining specifically – at local level would constitute a valuable complement to this thesis and push forward the ideas developed here.

## *3) Taking into account variation across space and through time*

Finally, one of the contributions of this study is to emphasise how conceptions and practices evolve across space and through time.

**Space** – The importance of space is manifested in different ways and creates different types of challenges, but one example concerns the use of certain terms. In this regard, the importance of space can manifest in how space itself is conceptualised, for instance, the terms international, transnational, national, etc. were used very carefully. Another manifestation relates to how practices

are conceptualised in various spaces (or fields), the most telling example here being the designation of GFAs themselves, as several names have been used by participants, in addition to GFAs – IFAs, transnational company agreement, CSR agreements, etc. Finally, the wide geographical scope of EGFAs implies that the actors involved use different languages, which creates challenges as abstract ideas and concepts can be very difficult to translate across languages. For this thesis, translation occurred between French and English, and terms such as ‘community’ in English, ‘écologie’ in French, or even ‘environment’ proved extremely tricky to handle.

As a result, throughout the thesis, effort was made to be precise, rigorous, and consistent in the use of specific terms, but study of the impact of variations in the use of language and meaning could constitute the object of research in and of itself.

**Time** – Practices and the meaning attached to them not only changes across space but also through time. Introducing some longitudinal aspects into the study of EGFAs – or similar initiatives – would constitute a fruitful project, though not possible in this thesis, which, as with any research project, has inevitably faced time constraints.

## **CONCLUSION**

This project began with a wish to understand why GFAs began to include environmental provisions, a type of provision that simply was not present in early examples of GFAs. Getting to the bottom of this question was framed in rather simplistic terms: if GFAs are agreements negotiated between union and management representatives, then who's idea was it to include environmental provisions? Now, at the end of the journey, it has become obvious that all along this was not the right question.

Indeed, unsurprisingly, the thesis paints a rather more complex picture. Early on the idea emerged that understanding EGFAs as such a linear process of people sitting around a table, debating for a while, agreeing on set of rules, going about implementing them as best they could and periodically meeting around that same table again to monitor the implementation of these rules, was perhaps too simple. Progressively, by diving into the literature, it became clear that this understanding of EGFAs could be challenged in three ways.

First, EGFAs were possibly not just a set of rules, accompanied by additional rules to ensure implementation of the first kind of rules. People thought of these rules, tried to make sense of them, to adapt them to a particular situation, pursued different goals through them, etc. Surely all of this was important too. This is where the notion of regulation, not as rules and enforcement, but as a process informed by the actions of agents, would be useful in articulating the role of rules and the role of people (1).

Second, if people played such a crucial part, then it might prove difficult to understand the motivations of the people sitting around the table without also considering the views of people who were not sitting around the table, but who might share an interest in the outcome of the discussions. Here, the numerous hours spent analysing the content and the scope of EGFAs, reading through financial statements to get a sense of shifting company structures, scrutinising the constitutions and statutes of union organisations, rules of procedures of multilateral institutions and the minutes of their board meetings, all helped to draw the map of all the actors that had to be considered (2).

Finally, understanding how people act in the world also depends on how people collectively think about the world and their role within it, and in this sense concrete actions are never completely detached from abstract processes of sense-making. These processes are historically embedded and potentially go a little bit beyond people's awareness of them. In the context of the thesis, and because of its focus on GFAs that address environmental issues, the analysis of the relevant literature suggests that one's understanding of how labour relates to nature may be relevant to

analyse mechanisms of environmental change and how they might be connected to processes of regulation (3).

These reflections morphed into three theoretically informed research questions. If EGFAs are but a glimpse at wider and more complex processes of regulation, then how are they connected to them (1)? If these processes of regulation are performed by actors, then who are these actors and how do they interact with one another (2)? Finally, if abstract sense-making can relate to concrete experiences, and more specifically how conceptions of labour and nature inform processes of environmental regulation, how does this manifest through practices related to EGFAs (3)? To give the thesis direction, and not research EGFAs for the sake of it, EGFAs were also considered in the wider context of the increasing role of labour actors in environmental regulation, as such EGFAs were ultimately analysed in relation to labour agency in processes of environmental regulation.

The thesis is both about the answer to these questions and about the way one can answer them. Beginning with this second kind of contribution, surely, if one is going to investigate how the actions of people relate to the rules they agree upon, then one had to look at these rules and talk to people. This thesis certainly highlights the value of analysing rules in the light of people's experiences and vice versa, and as such, also challenges the division between academic disciplines that have the tendency to focus on one or the other, eventually confirming the benefits of trans-disciplinarity as a methodological choice. However, the rejection of constructed divisions extends beyond divisions between academic disciplines to divisions between fields of study. This translates into a research design that is not just about combining research approaches or methods but also focussing on the intersection of different subject matters, in this case labour and environmental studies. This represents a division all the more important to challenge as doing so sheds light on the consequences of a more long-lasting and pervasive division, the division between society – and by extension labour – and nature. These discussions go beyond the simple fact that labour actors increasingly do grapple with environmental issues and want to gain legitimacy in processes of environmental regulation, to show a concrete example of the connection between how people conceive of the world and how they act within it.

Trans-disciplinarity certainly does make the task of research a little harder, especially as analysing the subject at hand was further complicated by the importance of contextualisation, and consequently the necessity to consider multiple actors belonging to various organisations operating



at different scales. The thesis embraces this complexity, but it also shows that no matter how complex a phenomenon might be, it is possible to make sense of it. Here, resorting to a number of thinking tools, such as those provided by Bourdieu's sociology, have proven tremendously helpful to organise space and compartmentalise certain processes, and as such provide analytical clarity despite complexity.

Going back to the first kind of contribution, the answer to the questions, through practical examples of how EGFAs are embedded in social, organisational, and legal processes of regulation, the thesis confirmed that EGFAs could not be analysed in isolation and are best understood in context (1). These connections to other processes of regulation go beyond the formal relationships drawn at the beginning, and represented on the map of potentially relevant actors, and show how one must account for the agency of the relevant actors. Indeed, these connections are embodied and take place through the physical movement of people and ideas across different spaces, although this movement is inevitably linked to processes of interpretation, which potentially result in competing interpretations. This is where power comes into play, or at least the capacity to perform certain actions. Here, in the case of EGFAs, as a result of their wide geographical, organisational and substantive scope, which includes environmental issues, the capacity to connect to multi-directional and multi-scalar networks as a way to articulate the abstract and the concrete has proven to be essential (2). One of the main difficulties observed throughout the analysis is the observation that notions of causality, or even chronology, in analysing complex processes of change often prove unsuitable, both in relation to people's actions and to the set of rules they design. Different rules, interpretations and approaches co-exist and interact, as regulatory processes are polymorphic and polyrhythmic. By bringing together understandings of labour, and its relationship to nature, approaches to environmental and employment regulation, and a deep dive into EGFAs and the practices surrounding them, the thesis has certainly provided a concrete, easy to visualise example of these polymorphic and polyrhythmic processes (3).

Now at the end of this journey, it is important to take a step back and bring the attention back to broader reflections. First, from an academic point of view, concluding the thesis naturally brings the attention back to ontological and epistemological concerns. Processes of change and making sense of them are always co-constitutive, and as a result concluding is merely a time to reflect on the extent to which objectives have been achieved. Although answers have certainly been provided, ontologies of becoming suggest that everything constantly changes, and as such there is no such thing as a definitive answer, or for that matter an exhaustive one; there are indeed a number of ways to know about the world.

Second, at a more general and practical level, while reflecting on processes of change, one may ask about the nature of these changes, which brings the reflection full circle and goes back to the objective of the thesis, relating to the role of labour actors, especially unions, as environmental regulator. The thesis shows that, through EGFAs and more generally, unions are more consciously, assertively and pro-actively engaging in processes of environmental regulation. It is therefore legitimate to ask what this means in terms of environmental change. In the case of EGFAs, this question can be formulated in very simple terms: are EGFAs instruments of change or perpetuation? The answer is certainly complex, case-specific, and contextual. For instance, the thesis claims that practices of endorsement and accountability do not necessarily challenge existing perspectives around environmental change and the best ways to contribute to it, but does provide evidence of the importance of the idea of justice in unions' understanding of environmental regulation. This is where the connection between EGFAs and their context is essential, and relevant not only for academic purposes but also practically. GFAs can, and often are, conceived as ways to articulate social justice at a transnational scale and not simply to bargain against job losses due to offshoring or to secure one's bargaining position or standardise HR practices. Framing EGFAs as a means to articulate social and environmental justice at transnational scale is only one step away, a step already taken by some actors, but a task that cannot be left to negotiators of EGFAs alone. In this regard, the case of EGFAs, or any joint transnational initiative of regulation for that matter, is all the more interesting as it challenges the boundaries around traditional and 'legitimate' constituencies for environmental regulation, and as such the notion of the democratic process itself both locally, in the workplace, and globally, at transnational scale outside of traditional democratic spaces.

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## **APPENDICES**

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## Appendix 1 – Consent form

**Title of the research project:** The environmental impact of regulatory processes involving labour actors – the implementation of transnational framework agreement

I have been given the Participation Information Sheet and/or had its contents explained to me when necessary. Yes  No

I have had an opportunity to ask any questions and I am satisfied with the answers given. Yes  No

I understand I have a right to withdraw from the research at any time and I do not have to provide a reason. Yes  No

I understand that if I withdraw from the research any data included in the results can be removed if that is practicable (I understand that once anonymised data has been collated into other datasets it may not be possible to remove that data). Yes  No

I would like to receive information relating to the results from this study. Yes  No

I received a copy of this Consent form. Yes  No

I confirm I am willing to be a participant in the above research study. Yes  No

I note the data collected may be retained in an archive and I am happy for my data to be reused as part of future research activities. I note my data will be fully anonymised. Yes  No

**Participant's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This consent form will be stored separately from any data you provide so that your responses remain anonymous.

\_\_\_\_\_  
I confirm I have provided a copy of the Participant Information Sheet approved by the Research Ethics Committee to the participant and fully explained its contents. I have given the participant an opportunity to ask questions, which have been answered.

**Researcher's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Appendix 2 – Participant information sheet

**Researcher: Coralie Guedes**

**Supervisor: Prof. Linda Clarke**

### *Title of the research project*

The environmental impact of regulatory processes involving labour actors – the role of transnational framework agreements

### *What is the purpose of the research?*

The last fifty years have seen the emergence of two major phenomena. Firstly, the progressive internationalisation of companies along with a drastic change in their internal organisation, and secondly, the increasing urgency of environmental action. Both those phenomena have raised questions in terms of regulation (in the broadest possible sense): how should the activity of transnational companies be regulated and what is the role of labour and companies themselves in that process, and how can regulation help protect the environment?

In that context, transnational framework agreements (TFAs) represent a joint attempt by organised labour and transnational companies to answer both those questions.

TFAs are primarily concerned with workers' fundamental rights, but soon after the practice started to spread, the content of TFAs became more varied and began to include environmental provisions. Although, the relevance of TFAs as a regulatory tool has raised researchers' attention, the inception and impact of their environmental provisions has yet to be studied. This is therefore the primary concern of this research project.

By studying an element of today's regulatory landscape, this study will contribute to the larger study of environmental regulation more generally, the forms that it can take and their respective effectiveness, and help inform the current environmental policy making agenda.

### *Why have I been chosen?*

This research project is divided into two consecutive phases. The first phase has already been carried out, and consisted in the thorough analysis of all TFAs that contain environmental provisions. The second phase, which is the one you are invited to take part in, will involve the study of a small number of cases. In practice, the cases are companies that have signed one of the agreements studied in the first phase.

The objective of this case study is threefold: to collect the views of the various actors involved at different levels to document and understand the practicalities of the negotiation and implementation of TFAs, to replace TFAs in the larger context of regulation, and finally to confront their environmental provisions with environmental practices on the ground. To do so, both one to one interviews and focus groups with representatives of both management and unions at different levels will be carried out.

### ***What do I have to do?***

Interviews will be one to one, online and recorded. The objective is to hear about your personal experience of the negotiation and implementation of TFAs. The interviews are semi-structured and will tackle a number of key aspects related to the topic at hand.

### ***Do I have to take part?***

- Your participation in this research is entirely voluntary.
- You have the right to withdraw at any time without giving a reason.
- You have the right to ask for your data to be withdrawn as long as this is practical, and for personal information to be destroyed.
- You do not have to answer particular questions during interviews if you do not wish to do so.
- Your responses will be made anonymous.
- No individuals will be identifiable from any collected data, written report of the research, or any publications arising from it.
- If you wish, you can receive information on the results of the research, please indicate on the consent form.

### ***What happens to the information I give at the interview?***

- The researcher will keep all files in a secure place and will comply with the requirements of the Data Protection Act (UK).
- Audio recordings will be transcribed and analysed using a software for data analysis (NVivo).
- All hard copy documents (e.g. consent forms, etc.) will be kept separately and securely. Documents may be scanned and stored electronically. This may be done to enable secure transmission of data to the university's secure computer systems.
- The findings will be used to write a PhD thesis.

### ***How is this project funded?***

This project is financed through a scholarship offered by the University of Westminster in London (UK).

### ***Contact for further information***

The researcher can be contacted during and after participation by email ([w1717723@my.westminster.ac.uk](mailto:w1717723@my.westminster.ac.uk)) or by telephone (+44 7 341 933810).

If you have a complaint about this research project you can contact the project supervisor – Prof. Linda Clarke – by e-mail ([clarkel@my.westminster.ac.uk](mailto:clarkel@my.westminster.ac.uk)).

*Thank you for reading this information sheet and considering taking part in this study.*

### Appendix 3 – Participant referencing system

Filing code (Nvivo and cloud storage)	Level	Category	Organisation and/or case	Type of interview	Date	Duration	Participant designation
Interview 1	Meso	Management	Case 1	Individual – online - recorded	10/04/2020	58 minutes	Management-EnergyCo
Interview 2	Meso	Union (France)	Case 1	Individual – online - recorded	12/06/2020	105 minutes	Union-EnergyCo-1
Interview 3	Macro	Union	TUAC	Group – online - recorded	15/07/2020	55 minutes	TUAC-1
Interview 3bis							
Interview 4	Meso	Union (Belgium)	Case 1	Individual – online - recorded	10/11/2020	66 minutes	Union-EnergyCo-2
Interview 5	Macro	Union	IndustriAll	Questionnaire	26/11/2020	n/a	IndustriAll-1
Interview 6	Meso	Union	IndustriAll/Case 1	Individual – online - recorded	01/12/2020	93 minutes	IndustriAll-2
Interview 7	Meso	Union	EFFAT/Case 2	Individual – online - recorded	04/12/2020	29 minutes	Union-BeverageCo
Interview 8	Macro	Union	ITUC	Individual – online - recorded	09/12/2020	71 minutes	ITUC-1
Interview 9	Macro	Union	IUF/Case 3	Individual – online - recorded	10/12/2020	61 minutes	IUF

<b>Filing code (Nvivo and cloud storage)</b>	<b>Level</b>	<b>Category</b>	<b>Organisation and/or case</b>	<b>Type of interview</b>	<b>Date</b>	<b>Duration</b>	<b>Participant designation</b>
Interview 10	Macro	Union	TUAC	Individual – online - recorded	15/12/2020	50 minutes	TUAC-2
Interview 11	Macro	Union/NGO	ITUC/GreenPeace	Individual – online - recorded	21/01/2021	57 minutes	ITUC- GreenPeace-2
Interview 12	Macro	Union	ITF	Individual – online - recorded	02/02/2021	52 minutes	ITF
Interview 13	Macro	Union (Canada)	Case 1	Individual – online - recorded	05/02/2021	47 minutes	National- Union-Canada
Interview 14	Meso	Union (France)	Case 1	Individual – phone – non- recorded	01/03/2021	n/a	Union- EnergyCo-3
Interview 15	Micro	Union (Canada)	Case 1	Individual – online - recorded	11/03/2021	75 minutes	Union- EnergyCo-4
Interview 16	Meso	Union (France)	Case 1	Individual – online - recorded	12/03/2021	67 minutes	National- Union-France
Interview 17	Meso	Union (EWC)	Case 1	Individual – online - recorded	15/03/2021	63 minutes	Union- EnergyCo-5
Interview 18 Interview 18bis	Macro	Union	ILO	Group – online - recorded	19/03/2021	78 minutes	ILO-1
Interview 19	Micro	Union (France)	Case 3	Individual – online - recorded	25/03/2021	79 minutes	Union-FoodCo

<b>Filing code (Nvivo and cloud storage)</b>	<b>Level</b>	<b>Category</b>	<b>Organisation and/or case</b>	<b>Type of interview</b>	<b>Date</b>	<b>Duration</b>	<b>Participant designation</b>
Interview 20	Meso	Management	Case 2	Individual – online - recorded	26/03/2021	50 minutes	Management- BeverageCo
Interview 21 Interview 21bis	Macro	n/a	UNGC	Group – online - recorded	29/03/2021	47 minutes	UNGC
Interview 22	Macro	n/a	ILO	Individual – online - recorded	14/05/2021	74 minutes	ILO-2
Focus group 1	Micro	Union (UK)	Case 1	Focus group – online - recorded	10/02/2021	96 minutes	FG1
Focus group 2	Micro	Union (UK)	Case 1	Focus group – online - recorded	21/10/2021	96 minutes	FG2



## Appendix 4 – List of agreements included in EGFA Dataset

EnergyCo	Ford	SCA
BeverageCo	Freudenberg	Siemens
Ability Tecnologias	Gamesa (Siemens)	Solvay
ABN AMRO	GDF suez	StatoilHydro
Acciona	GEA	Takashimaya
AEON	General Motors	Tel Telecomunicacoes LTDA
Aker	GeoPost	Telefónica
Antara	Iconom	ThyssenKrupp
Arcelor	Ikea	Total
Auchan Retail	Inditex	Umicore
BNP Paribas	Lukoil	UniCredit
Bosch	Nampak	UPU
Bouygues	Norsk hydro	Valeo
Brunel	OTE	Veidekke
Dragados	Petrobras	
EADS	Pfleiderer	
Electrolux	Portugal telecom	
Enel	PSA	
Eni	Rheinmetall	
Etex	Röchling	
Euradius	Sacyr	
Eurosport	Safran	
FCC Construcción	Salini- Impregilo	
Ferrovial	Santander	

**Appendix 5 – EGFA dataset analytical framework of breadth, agency and depth**

<b>Breadth</b>	Scope	European
		Global
		Including the supply chain
	Labour signatories	GUF
		EWC
		National unions
		Local unions
		Other
	Link to legal instruments	None
		OECD Guidelines for MNEs
		UN Global Compact
		SDGs
		Rio Declaration on Sustainable Development
		Other UN instruments
	Link to CSR	Reference to other internal CSR tools
	Provisions on dissemination	Written information (including company’s internal information system)
		Translation
		Obligation in terms of timeliness
		Agreement made available on the website
		Dissemination to managers
		Dissemination to employees
		Dissemination to local unions or workplace reps
		Dissemination to partners and contractors
Information of the national labour authorities		
Promote awareness of the content		
Training programmes		
Integration into other company policies (i.e. purchasing)		
Written consent by subsidiaries		

		Non-specific
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<b>Agency</b>	Connection between environmental and procedural provisions	Yes / No
	Union access to the workplace	Yes / No
	Provisions on implementation and monitoring	None
		Creation of a committee
		Specification of the members
		Other procedural details (including on agenda setting, company prepares and transmits report prior to the meeting)
		Regularity of meetings
		Commitment to funding the monitoring activities
		Reporting by the company (including list of indicators or themes to be discussed)
		Continuous dialogue between meeting
		Mandatory report from subsidiaries
		Monitoring visit on site
		Preparatory meetings (including steering committee)
		Use of external expertise
		Exceptional meeting possible
		Obligation to have local dialogue (in addition to global monitoring)
		Creation of theme-based committees
		Provision of all necessary information by the company
		Notification of problems (by the parties or any employees)
		Access to workers
Appointment of a contact (including election of a secretary of the implementation committee)		
Provisions on dispute settlement	None	
	Basic (simple commitment to resolve disputes)	

		Tiered system (disputes resolved at local level, failing that, they can be escalated)
		Assistance of union representatives (at local level)
		Access to mediation
		Competence of the courts
		Advice of the ILO
		Timeliness of resolution
		Whistle-blower protection

<b>Depth</b>	Location of the provisions	Preamble only
		Mention in the main body of the agreement
		Sustainable development provision
		Environmental management provision
		Corporate responsibility section (including environmental)
		H&S provision (including environmental aspects)
		H&S section - specific provision
		Specific provision
		Specific section
		Relevant provisions throughout
	Level of commitment	Basic (simple commitment to protect the environment)
		General (specifies themes)
		Detailed (contains different themes and actions)
		Practical (practical implementation measures)
	Relationship between labour and nature	Ecological modernisation
		H&S of humans and their environment
		Instrumental
		Sustainable development
		Unclear
	Themes	Non-specific
Recycling including circular economy		
Natural resources management		
Energy sources		

		Pollution and use of harmful substances
		Impact on ecosystems
		Conservation of biodiversity
		Management of emissions and climate change
		Packaging
		Sustainable transport
		Sustainable housing
		Waste management
		Transition (including just transition)
		Environmental repair

# Appendix 6 – EGFA ranking (extract)

Companies	Preamble	Specific section	Length	Broad commitment	Detailed commitment	Number of themes	Practical actions	Sub-total content	Involvement of national TU	Involvement of local TU	Involvement of sustainability officials	Dissemination provisions	Monitoring	Dispute settlement	Involvement of third parties - mediation or monitoring	Reference to standards	Sanction	Coherence	Sub-total procedure	TOTAL
Valeo	1	2	34	1	1	8	13	60	1	1	0	9	6	3	0	3	1	3	27	87
BeverageCo	1	2	23	1	1	10	16	54	0	0	0	4	5	0	0	8	0	11	28	82
EnergyCo	1	2	12	1	1	6	6	29	1	1	0	10	9	3	1	2	1	2	30	59
Safran	1	2	17	1	1	6	4	32	0	0	0	8	6	4	1	3	0	2	24	56
PSA	1	2	12	1	1	6	6	29	0	0	0	6	5	3	1	5	0	2	22	51
Total	1	1	12	1	1	4	3	23	0	0	0	3	6	3	0	2	0	6	20	43
GDF-Suez	1	2	3	1	1	6	2	16	0	0	0	7	7	3	1	2	0	1	21	37
Umicore	1	2	6	1	1	3	2	16	1	0	0	6	7	3	0	0	0	3	20	36
Solvay	1	1	6	1	1	2	4	16	0	0	0	2	7	2	0	3	0	2	16	32
Petrobras	0	2	9	1	1	7	2	22	0	0	0	2	1	1	0	2	0	0	6	28
Gamesa	1	2	8	1	1	3	1	17	1	0	0	0	4	0	0	3	0	2	10	27
Lukoil	1	1	7	1	1	1	4	16	1	0	0	5	4	0	0	0	0	1	11	27
Eni	1	1	3	1	0	2	0	8	1	0	0	2	4	1	0	3	1	5	17	25
Arcelor	1	2	2	1	0	3	0	9	0	0	0	4	4	1	1	0	1	2	13	22
Auchan	1	1	4	1	1	3	0	11	0	0	0	3	2	2	1	2	0	0	10	21
Norsk Hydro	1	2	1	1	0	3	0	8	1	0	0	5	2	2	0	2	0	0	12	20
Pfleiderer	1	0	3	1	1	3	1	10	0	0	0	3	5	2	0	0	0	0	10	20
Aker	1	0	1	1	0	0	0	3	1	0	0	7	3	2	1	1	1	0	16	19
Antara	1	2	2	1	1	3	1	11	1	0	0	3	2	2	0	0	0	8	19	8
AEON	1	2	2	1	0	4	0	10	2	1	0	2	2	1	0	1	0	1	8	18
ABN AMRO	1	0	2	1	0	0	0	4	1	0	0	3	5	3	1	0	0	0	13	17
Eurosport	0	2	3	1	0	1	1	8	1	0	0	4	2	2	0	0	0	0	9	17
FCC Construcción	1	0	0	1	0	0	0	2	1	0	0	4	5	2	0	2	0	0	14	16
Ferrovial	1	0	0	1	0	0	0	2	1	0	0	5	4	2	0	2	0	0	14	16
Electrolux	1	0	1	1	0	1	0	4	1	0	0	3	4	0	1	1	0	1	11	15
Ford	1	0	2	1	1	3	0	8	0	0	0	0	2	1	0	2	0	2	7	15
Enel	1	1	5	1	0	0	2	10	5	1	0	0	1	0	0	2	0	0	4	14
StatoilHydro	0	1	3	1	0	0	1	6	1	0	0	4	3	0	0	0	0	0	8	14
Takashimaya	1	1	2	1	0	4	0	9	1	0	0	3	0	1	0	0	0	0	5	14
Veidekke	1	0	1	1	0	0	0	3	1	0	0	4	3	2	0	1	0	0	11	14
Acciona	1	0	0	0	0	0	0	1	0	0	0	1	6	2	0	2	0	0	12	13
Dragados	1	0	0	0	0	0	0	0	1	0	0	2	5	2	0	2	0	0	12	13
Rheinmetall	1	1	1	1	0	0	1	5	0	0	0	4	3	1	0	0	0	0	8	13
Röchling	1	1	1	1	0	0	1	5	0	0	0	4	3	1	0	0	0	0	8	13
Sacyr	1	0	0	0	0	0	1	0	1	0	0	0	5	2	0	2	0	0	12	13
SCA	1	0	1	1	0	0	0	3	1	0	0	4	2	2	0	0	0	1	10	13
EADS	1	0	2	1	0	0	0	4	0	0	0	2	1	2	0	2	0	1	8	12
Etex	1	0	3	1	0	3	1	10	3	0	0	2	0	0	0	0	0	0	2	12
France telecom	1	0	0	0	0	0	0	1	1	0	0	3	4	1	0	1	0	1	11	12
Freudenberg	1	2	1	1	0	0	0	5	1	0	0	2	3	1	0	0	0	0	7	12
GEA	1	0	1	1	0	0	1	4	0	0	0	3	3	1	0	1	0	0	8	12
Iconom	0	1	2	1	0	0	0	4	1	0	0	2	3	2	0	0	0	0	8	12
Nampak	1	1	1	1	0	0	0	4	0	0	0	3	3	1	0	0	0	1	8	12
OTE	0	1	1	1	0	0	0	3	1	0	0	2	5	1	0	0	0	0	9	12
Salini-Impregilo	1	0	1	1	0	0	0	3	1	0	0	3	3	1	0	1	0	0	9	12
Telefónica	0	1	1	1	0	0	0	3	1	0	0	3	3	2	0	0	0	0	9	12
Ikea	1	0	1	1	0	0	0	3	0	0	0	2	3	1	0	1	0	1	8	11
Inditex	1	0	1	1	0	0	0	3	0	0	0	0	4	1	1	1	0	1	8	11
Portugal telecom	0	1	3	1	1	0	0	6	1	0	0	1	2	1	0	0	0	0	5	11
Euradius	0	1	1	1	0	0	0	3	1	0	0	6	0	0	0	0	0	0	7	10
General Motors	1	0	2	1	0	0	0	4	0	0	0	1	4	0	0	1	0	0	6	10
GeoPost	0	0	1	1	1	2	1	6	1	1	0	2	0	0	0	0	0	0	4	10
UniCredit	1	0	1	1	0	0	1	4	0	0	0	1	1	0	0	0	0	3	5	9
Bosch	1	0	0	1	0	0	0	2	0	0	0	1	0	2	0	1	1	2	7	9
Santander	1	0	2	1	0	0	1	5	0	0	0	3	0	0	0	0	0	1	4	9
Tel	0	1	1	1	0	0	0	3	1	0	0	1	3	1	0	0	0	0	6	9
ThyssenKrupp	1	0	0	0	0	0	1	2	0	0	0	3	2	2	0	0	0	0	7	9
Ability	0	0	1	1	0	0	0	2	1	0	0	2	0	2	0	0	0	1	6	8
Bouygues	1	0	0	0	0	0	0	1	0	0	0	2	4	0	0	0	0	0	6	7
UPU	1	0	2	1	0	0	1	5	0	0	0	0	0	0	0	0	0	1	1	6
Brunel	1	0	0	0	0	0	0	1	0	0	0	2	0	1	0	0	0	0	3	4
Siemens	1	0	1	1	0	0	0	3	0	0	0	0	1	0	0	0	0	0	1	4
							Average	9.13										Average	10.48	19.61
							Standard deviation	11.40										Standard deviation	6.38	16.63
							Median	5.00										Median	8.50	13
								5.17											8.38	13.56
						Sample = minus top 10	Standard deviation	3.70									Sample = minus top 10	Standard deviation	3.53	5.09
							Median	4.00										Median	8.00	12.50

## Appendix 7 – Case profiles

### *EnergyCo*

#### *Company description*

The EnergyCo group is involved in all the activities of the energy sector: nuclear, renewable and thermal generation, transmission, distribution, sales and marketing, efficiency and energy services, and energy trading. Its activities can therefore be divided into two types: upstream activities including generation and procurement of energy and fuels, and downstream activities regrouping wholesale and retail. In terms of energy mix, the group produces mostly nuclear energy (almost 80% of its production) and is involved in the operation of nuclear power plants (purchase, transformation and use of uranium, management of used materials and waste, decommissioning), and their construction. More than half of the remaining portion of its energy mix is constituted of renewable sources of energy (around 14%), of which hydropower makes up the largest share. This section of the business is managed by EnergyCo Renewables (100% subsidiary). It is present in more than 20 countries, the biggest markets are North America and Europe, but it is developing in other regions of the world. It handles every stage of the value chain (development, construction, operation and maintenance).

In the UK, it carries its activities through EnergyCo Energy (generation of electricity, supply of electricity and gas to domestic and business customers, construction of nuclear reactors, and minority stake in development and operation of renewable energy project in a joint-venture with EnergyCo Renewables) and EnergyCo Trading, and also through Edison for oil and gas exploration and production in the North Sea, and through Dalkia Wastenergy for waste recovery. In partnership with China General Nuclear Corporation (CGN) EnergyCo Energy has a stake in several nuclear energy power plant construction.

Like many utility companies, EnergyCo – originally a state-owned company – was created after the Second World War with the nationalisation of gas and electricity sectors. For 40 years, its activity focussed on the French territory exclusively. But in the early 1990s, it started to expand internationally, and began by jumping across the Channel to the UK where it acquired an existing local company.

From the start of the new millennium, the activities, status and structure of EnergyCo have changed rather drastically following the increasing liberalisation of the sector at European level. In 2004, it became a limited company with a board of directors. By law, the French State must remain the majority shareholder with a participation of at least 70%. By the end of 2021, the State owned 83.88 % of the capital and a similar proportion of the voting rights. The group continued its global expansion and has now activities in several European countries (mainly the UK, Italy and Belgium), North and South America, Africa, the Middle East and Asia (mainly the US, Canada, Brazil and China).

This expansion of the EnergyCo Group beyond French borders coincided with the signature of its first GFA in 2005. That agreement was renewed in 2009, renegotiated in 2018, and finally renewed in 2021.

*EGFA Dataset entry*

<b>Year</b>
2018
<b>Country</b>
France
<b>Sector (NACE)</b>
Electricity, Gas, Steam and air conditioning supply
<b>Signatories</b>
CEO, IndustriALL, PSI and 13 national unions
<b>Scope</b>
Global
<b>Location of the environmental provisions</b>
Relevant provisions throughout
<b>Level of commitment</b>
Practical
<b>Reference to International Standards (hors convention OIT)</b>
OECD Guidelines for MNEs UN Global Compact
<b>Link to CSR</b>
Yes



## Connection between environmental provisions and social dialogue measures

Yes

## Specific provisions in relation to supply chains

Yes

## Specific provisions on dissemination

Very detailed

## Specific provisions on joint implementation and monitoring

Very detailed

## Union access to workplaces

Yes

## Specific provisions on dispute settlement

Tiered system

Access to mediation

Assistance of union representatives

Competence of the courts

Timeliness of resolution

## Cost of implementation

Company

## Environmental provisions

Introduction

[...]

The signatories to this Agreement believe that company can only be sustainable by combining economic performance and social progress.

[...]

The signatories hereby reassert their commitments in terms of compliance with human rights, integrity, empowerment of men and women, and support to communities and territories. These commitments are consistent with the Sustainable Development Goals approved by the UN and implemented within the EDF Group. This Agreement incorporates the major changes of both the EDF Group's external context (energy transition, the Paris Agreement dated 12 December 2015) and internal context: the Cap 2030 strategic plan targeting environmental decarbonisation and energy demand management.

### RESPECT AND INTEGRITY

1. Respecting human rights in all EDF Group's activities worldwide

[...]

The EDF Group also refers to the Organization for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises, as updated in 2011, and the United Nations' Guiding Principles on business and human rights (2011) and the ILO Declaration on Multinational Enterprises revised in 2017. It reaffirms its commitment to complying with the Ten Principles of the United Nations Global Compact of July 2000 (the 10th principle was adopted in June 2004), and undertakes, together with the signatories, to promote them to its suppliers and subcontractors.

[...]

Furthermore, the French law of 27 March 2017 relating to the duty of vigilance of parent companies and contracting companies requires the production and publication of a vigilance plan. This must identify any risks to, and prevent serious violations of, human rights and fundamental freedoms, and the health and safety of people and the environment. For the EDF Group, these risks will be assessed in relation to the parent company's activities, the activities of the companies under its direct or indirect control, and the activities of its subcontractors and suppliers with which it has established a commercial relationship. The vigilance plan will be developed and set up in association with the company stakeholders, including workers' representative organisations. The Group will implement such plan in each of its controlled subsidiaries. A whistleblowing mechanism, open to all stakeholders, will be introduced to gather alert reports.

[...]

## DEVELOPMENT OF PEOPLE

### 5. Being a benchmark for occupational health and safety

[...]

EDF Group companies must also ensure that their investment and restructuring projects will not compromise the health and safety of workers or local residents, from the design phase and throughout the lifecycle of these projects.

[...]

### 8. Enabling every employee to develop their skills and advance their careers

[...]

The EDF Group provides its employees with the means to acquire, maintain and develop the skills necessary, without any discrimination, to find and keep quality employment, incorporating technological and societal developments. To achieve this end, it provides: - a work environment that encourages learning; - a modular, modern, scalable and effective training and development programmes.

[...]

### 10. Supporting a "Just Transition"

The signatories support measures in favour of an energy mix compatible with the objectives of reducing carbon dioxide emissions.

They actively support the principle of a "Just Transition" for a meaningful transition towards economies and companies that are environmentally sustainable for all, in accordance with the ILO's guidelines.

As such, the Group undertakes to provide adequate training for its employees, endeavouring to protect their rights, interests and to develop their skills in cooperation with workers' representatives.

[...]

## DIALOGUE AND CONSULTATION

### 11. Managing the EDF Group's transformation in a socially responsible way

The EDF Group is applying the principles of transparency, responsibility and dialogue towards employees, their representatives and local authorities as it completes its transformation.

These principles with regard to staff representatives must be guaranteed, in line with the national regulations, industrial relation practices and collective agreements. Information must be provided in a timely manner and give rise to a consultation as the Group's business evolves, as a result of new investments, mergers, acquisitions, disposals, reorganizations, the closing of establishments and the cessation of activities. This information and consultation may concern economic issues, the consequences of decisions and the proper adaptation of individual and collective support measures, as well as the monitoring of their application without exception.

In order to successfully combine economic performance and social performance, Group companies endeavour to develop prospective approaches regarding changes in businesses. The information is also shared with employees and their representatives.

The principle of responsibility towards employees and local authorities is aimed at limiting the social consequences for the employees concerned and the consequences for the socio-economic balance of the region.

Measures intended to avoid redundancies must therefore be systematically examined, such as the opportunities to redeploy the employees concerned within their company or in other entities of the Group. If redundancies cannot be avoided, efforts must be made to offer more advantageous provisions

than the legal minimum required by the laws of the country in question. In cases where jobs are lost, specific support may be offered to the employees concerned to facilitate their search for a new job, either internally or elsewhere. Consultation with employee representatives shall be favoured to establish and implement these measures.

#### SUPPORT FOR LOCAL RESIDENTS AND IMPACT ON LOCAL REGIONS

"13- Actively contributing to local economic and social development

The EDF Group tries to integrate as effectively as possible within the regions and communities wherever it operates.

The signatories support initiatives aimed at protecting the environment and a fair transition towards sustainable and socially responsible economy.

The Group avoids producing conventional waste and fosters its recycling and reclamation.

It is also doing its share to protect and preserve the environment by blending its structures into the landscape and carrying out environmental impact assessments for its new projects.

The EDF Group develops downstream electricity usage (buildings, transport, industry, etc.) and innovative energy efficiency solutions so that every customer can consume more efficiently.

The Group encourages new sustainable transport methods, for its own vehicle fleets and for staff vehicles (car sharing, charging stations, etc.). It is developing alternative solutions for reducing and optimising travel, such as collaborative tools, digital equipment and remote work.

[...]

Lastly, the signatories foster the development of economic and social activities linked to the Group's activities and sites. The EDF Group is able to participate, through partnerships, in programmes to support projects that meet the priority needs of local residents. These projects cover housing (access to essential services, eco-efficiency and renovation), education and help with professional integration.

They tend to be targeted at young people and those excluded from the labour market.

The EDF Group wishes to promote open innovation. This is open to innovative companies and start-ups and creates conditions conducive to win-win partnerships with its ecosystem.

### Dissemination

#### IMPLEMENTING AND MONITORING THE AGREEMENT

The signatories undertake to implement the governance of the agreement at both local and global levels in view of ensuring the respect of the commitments contained therein:

- Ensuring the signatories' commitment in order to succeed together

The parties recognise and agree that it is essential to raise all employees' awareness of the content of the agreement. The shared aim is to ensure that it has been understood throughout the Group, at every level. The EDF Group organises communication campaigns for all employees and specific information for managers so that they can lead and support their teams in the implementation of this agreement.

- Promoting local implementation

The EDF Group will do all in its power, in cooperation with the trade unions, to ensure the implementation of this agreement with all employees, at least at the signature, midway, and at the evaluation.

Within three months of the signing of this agreement, and to promote its implementation, the EDF Group will:

- Ensure that this agreement is translated into the languages of the countries where it operates.

- Ensure that a copy of the agreement is made available to every employee.

- Draft and circulate materials presenting the agreement's provisions for HR directors, managers and employees, by any appropriate means.

- Incorporate this agreement's commitments relating to suppliers and subcontractors in the Sustainable Development Charter between EDF and its suppliers, so that they become aware of them.

- Make this Agreement available on the Group's internet and intranet websites.

IndustriALL Global Union and PSI will publish the Agreement on their respective websites and disseminate it to their affiliates.

[...]

#### Translation of the agreement

This agreement, which was drafted in French in accordance with Article L. 2231-4 of the French Labour Code, will be translated into each of the languages of the countries where the EDF Group's companies operate. Only the French version will be enforceable against the Management and the representative union organisations.

Issues regarding the translation and/or interpretation of this agreement are within the sole remit of the EDF Group's Dialogue Committee on Corporate Social Responsibility.

#### Notification, filing and publicising of the agreement

This agreement will undergo notification, filing and publicising formalities in accordance with the French Labour Code on the Management's initiative.

## Implementation and monitoring

### IMPLEMENTING AND MONITORING THE AGREEMENT

[...]

Within EDF Group companies controlled by EDF SA, the terms and conditions of agreement implementation will be adopted by their governance body, according to each company's own rules.

[...]

#### - Monitoring local implementation

Locally, dialogue between the management and staff representatives will be implemented to enable discussion on the initiatives to be taken, action plans, and the terms and conditions of implementation of this agreement, as part of a continuous improvement approach. These must take the local economic, cultural, professional and regulatory characteristics into account. This local dialogue will take place at least once a year between management and trade union/employee representatives.

#### - Monitoring global implementation

This agreement reinforces and extends the Group's corporate practices. It is not intended as a substitute for, or to interfere with, any dialogue or bargaining processes followed at local, national or European level. The implementation of the agreement will be monitored by a global committee (the Dialogue Committee on Corporate Social Responsibility) led by representatives of the Group's management and composed of workers representatives and global union federations, according to the terms and conditions laid down in Appendix, and chaired by the Chairman of EDF SA. The global committee is supported by steering committee.

The global committee meets to carry out an assessment of the agreement implementation, take the appropriate measures, if necessary, check compliance, and discuss future cooperation as part of global corporate dialogue. The parties communicate with one another continuously between meetings to pursue implementation, promote the agreement and identify mutually acceptable solutions to any issue that may arise.

The purpose of monitoring is to:

- Check the conditions of implementation of the agreement,
- Analyse the Group review in terms of application, particularly regarding the results of the monitoring indicators, including actions linked to the vigilance plan,
- Identify deviations where they are found and areas for improvement, and establish one or several action plans in order to progress continuously,
- Jointly produce an annual review of the agreement's application and the evaluation of the results,
- Identify good practices and suggest measures to promote them.

The list of the agreement monitoring themes and indicators will be jointly prepared and adopted by the CDRS.

The EDF Group will provide the global monitoring committee with any relevant information about the agreement's implementation within the subsidiaries on a regular and ongoing basis. Preparatory meetings prior to the plenary monitoring committee meeting may be organised between the main HR directors of the EDF Group companies and members of the CDRS.

The global Committee can make proposals to the Management to punctually carry out missions to observe the proper implementation of the corporate responsibility in the field.

[More details in Annex]

## **Dispute settlement and sanctions**

### IMPLEMENTING AND MONITORING THE AGREEMENT

[...]

#### - Dispute resolution

Only the global agreement monitoring committee has jurisdiction to answer any questions raised in connection with the agreement's application. In the event of disputes regarding the interpretation of, or non-compliance with, the agreement, the signatories undertake to mutually notify each other as soon as possible so that they can work together to find an effective and constructive solution that is in the interests of all the parties, through dialogue and within a reasonable time. These discussions must be held before any of the parties discloses information about the dispute.

They agree that: If an employee or another relevant person claims that this agreement has not been complied with, the following procedure applies:

- For local issues, every effort will be made to try to resolve them locally. If they so wish, an employee may seek assistance from a representative of a local union organisation. The Group undertakes to ensure a proper evaluation of the case in cooperation with local unions/workers' representatives. The signatories shall be kept informed.

- If the issue is not settled locally, it will be referred to Management and the social partners concerned at national level, then at the headquarter level of the Group's parent company.

If the issue is not resolved nationally, the dispute will be escalated to the global monitoring committee, after a period of at least four weeks from the referral to Head Office level. A maximum 3-month period from the occurrence of a dispute will be allowed to resolve it.

- Failing a resolution, the signatories will have the option to jointly appoint a mediator to facilitate the settlement of the case.

- As a last resort, they will have the possibility to bring the case to the competent tribunal in the location of the EDF Group headquarters.

All issues dealt with and solutions adopted shall be reported to the next meeting of the CDRS.

## **Provisions on supply chains**

### RESPECT AND INTEGRITY

#### 1. Respecting human rights in all EDF Group's activities worldwide

[...]

It reaffirms its commitment to complying with the Ten Principles of the United Nations Global Compact of July 2000 (the 10th principle was adopted in June 2004), and undertakes, together with the signatories, to promote them to its suppliers and subcontractors.

[...]

#### 4-Fostering socially responsible relations with our suppliers and subcontractors

"The EDF Group undertakes to communicate and promote this agreement to its suppliers and subcontractors.

The Group's requirements cover the following areas in particular:

- compliance with the national law of the country where a contract is performed

- compliance with international labour standards
- employee health and safety, including the applicable international standards
- respect for the environment
- compliance with the EDF Group's Ethics and Compliance policy.

Group companies shall implement for their suppliers and subcontractors the appropriate selection and evaluation procedures designed to comply with these requirements. These requirements supplement the Sustainable Development Charter established in 2006 and updated in 2014 signed by EDF and its suppliers.

The Group's companies will promote these principles to their bidders.

[...]

Any repeated breaches of the provisions of this agreement, the law, the rules relating to employee health and safety, the principles governing customer relations, and the environmental regulations in force, that are not rectified following notification, may result in the termination of relations with the supplier or subcontractor, in accordance with the relevant contractual obligations.

Any report of a supplier identified by all trade union federations in the Group as having practices that deviate from the commitments described above will be subjected to analysis and feedback by the EDF Group.

#### IMPLEMENTING AND MONITORING THE AGREEMENT

The signatories undertake to implement the governance of the agreement at both local and global levels in view of ensuring the respect of the commitments contained therein:

- Ensuring the signatories' commitment in order to succeed together

[...]

The signatories also drive joint initiatives to raise awareness and deploy the agreement within the Group companies and that target their suppliers and subcontractors.

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## ***BeverageCo***

### *Company description*

Pernod Ricard is now one of the largest group of companies active on the market of wines and spirits, from procurement and production to marketing and distribution. In terms of organisation, the company describes itself as decentralised. It is organised along on the one hand brand companies, responsible for developing strategy specific to their respective brands as well as producing and managing their industrial facilities, and on the other hand market companies attached to a specific region of the globe, and whose role is to implement the group's strategies and policies, as well as to manage the brands in their area. Their respective activities is overseen by the headquarters based in Paris. Since the 1970s which marked the creation of the company by the merger of two existing French companies, the group has pursued a strategy of global expansion, relying mostly on acquiring existing local brands.

The agreement was signed in 2014 between BeverageCo represented by its CEO and EFFAT (European Federation of Food, Agriculture, and Tourism Trade Unions), it was applicable for four years and could have been renewed, but after the four-year period management did not wish to renew it. At the time of the signature of the agreement, the group was undergoing a significant restructuring associated with extensive cost-cutting measures and job losses.

*EGFA Dataset entry*

<b>Year</b>
2014
<b>Country</b>
France
<b>Sector (NACE)</b>
Manufacturing
<b>Signatories</b>
For Pernod Ricard Vice-Chairman of the Board and Chief Executive Officer, For EFFAT General Secretary
<b>Scope</b>
European
<b>Location of the environmental provisions</b>
Specific provisions
<b>Level of commitment</b>
Practical
<b>Reference to International Standards (hors convention OIT)</b>
OECD Guidelines for MNEs UN Global Compact Other UN instruments
<b>Link to CSR</b>
Yes
<b>Connection between environmental provisions and social dialogue measures</b>
No
<b>Specific provisions in relation to supply chains</b>
Yes

## Specific provisions on dissemination

Detailed

## Specific provisions on joint implementation and monitoring

General

## Union access to workplaces

No

## Specific provisions on dispute settlement

None

## Cost of implementation

Unspecified

## Environmental provisions

"Foreword

[...]

The Group is convinced that its financial performance goes hand in hand with its social and environmental performance. It has always focused on both dimensions and its founders were pioneers in these fields. In the 1960s, Paul Ricard proved a trailblazer and a visionary by opening the Observatoire de la Mer in 1966, which later became the Institut Océanographique bearing his name. Jean Hémard set up IREB (Institut de Recherches Scientifiques sur les Boissons, the institute for scientific research on beverages) in 1971.

Paul Ricard was a man with great empathy and he was a sharp and astute observer of the world. He was convinced that the preservation of the Mediterranean and of the environment in general was mankind's greatest challenge. To this day, the Paul Ricard Oceanographic Institute remains the only privately-sponsored environmental initiative in Europe.

[...] In 2009, the Group decided to go one step further by reaffirming the strategic priorities of its social and environmental policy: respecting and cooperating with the stakeholders, advocating responsible drinking, preserving the environment, advocating entrepreneurship and sharing cultures.

[...]

EFFAT, the European Federation of Food, Agriculture and Tourism Trade Unions, considers that in addition to collective bargaining agreements, CSR enables companies to specify and reaffirm their commitments to their stakeholders in areas outside the scope of collective agreements.

EFFAT holds a positive view on the fact that Pernod Ricard reaches out beyond its commitments to respect the rights of its employees by periodically keeping the Group's employees abreast – namely through the European Works Council – of initiatives taken in line with its strategic priorities as far as relations with its suppliers, subcontractors, clients, consumers and governance entities as well as the advocacy of responsible drinking and the preservation of the environment are concerned.

Group Management and EFFAT have produced this agreement in conjunction with the European Works Council. In a single document, it encompasses Pernod Ricard's voluntary approach to developing a CSR policy that sets forth the commitments, principles and procedures that apply to all the European subsidiaries of Pernod Ricard.

In keeping with the principles expressed by the European Commission, Pernod Ricard and EFFAT consider that corporate social responsibility encompasses the actions that corporations take above and beyond their legal obligations toward society and the environment. This agreement shall be construed within this framework."



## REFERENCE DOCUMENTS

Pernod Ricard subscribes to and intends to comply with the principles and guidelines sets forth in such internationally recognised documents as:

- The OECD guidelines for multinational enterprises;
- The Ten Principles of the United Nations Global Compact;
- The ISO 26000 standard on CSR and the XP X30 027 standard,

[...]

Pernod Ricard shall also make its best endeavours to comply with the following documents:

[...]

- On the environment: the GHG Protocol, the CEO Water Mandate, the ISO 14001 standards, the Millennium Ecosystem assessment"

[...]

Above and beyond these international documents and standards, the Group has precisely expressed its commitments in documents which it has prepared:

- Pernod Ricard Charter
- Pernod Ricard sustainable development commitments (formerly Sustainable Development Charter)
- Procurement Code of Ethics - Responsible Procurement Policy
- le Group Environmental Roadmap
- Supplier CSR Commitment - Supplier CSR Evaluation Process

## CORPORATE, SOCIAL & ENVIRONMENTAL RESPONSIBILITY COMMITMENTS

[...]

### "3. Respect for the environment

Environmental care is everyone's responsibility and all the Group's employees have an essential role to play in improving the sustainable performance, namely in Europe.

#### 3.1 Implementation of effective environmental management systems

Pernod Ricard recognises that its operations impact the environment in several areas such as the use of natural resources (water, energy, raw materials...), water, air and soil quality, waste generation, climate change and biodiversity.

In order to reduce the impact, the Group must measure its footprint and take appropriate steps toward environmental preservation.

As far as production subsidiaries are concerned, this must be done using environmental management systems that comply with ISO 14001. Production subsidiaries are provided with internal guidelines that set out minimum rules to be observed and best practices to be disseminated. Pernod Ricard's Technical Department facilitates and coordinates the work of the subsidiaries, namely by carrying out annual reporting and regular audits.

Special care shall also be given to all new projects and investments in order to select whenever possible the technologies and locations that can help minimise risks and impacts on the environment and human health.

As far as distribution subsidiaries are concerned, though their impact is less significant they shall nonetheless strive to deploy action plans suitable with the local situation and activities.

#### 3.2 Advocacy of sustainable agricultural practices and biodiversity

Several subsidiaries directly manage agricultural facilities, mainly vineyards. They must strive to use the most exacting agricultural practices in terms of environmental preservation in the local context. Their practices must take into consideration the preservation of the biodiversity of the farmland and the surrounding terroirs as well as the maintenance of the ecosystems in good condition. If relevant certification systems are available, the subsidiaries must adopt them. These agricultural facilities must serve as a showcase for local farmers, from whom the subsidiaries buy commodities.

Production facilities located near sensitive natural areas or areas that feature significant biodiversity must identify them and design action plans to mitigate the risk of any impact and to contribute to preserve the areas if possible.

Regarding commodities purchased from suppliers, the subsidiaries must strive to know the farming practices in the areas concerned and if possible take steps to encourage farmers to adopt sustainable

practices - whether it be the preservation of biodiversity, the minimisation of inputs or responsible irrigation – by offering technical support or contractual specifications.  
The traceability of products purchased and used must be clearly documented.

### 3.3 Preservation of water resources

Through Pierre Pringuet's signature, Pernod Ricard has subscribed to the CEO Water Mandate initiated by the United Nations and it thus recognises the importance of this issue for the future of humankind. Production subsidiaries must measure their water consumption and feature reduction objectives in their environmental action plans, in accordance with technical possibilities.

Specific efforts must be made by subsidiaries which consume large quantities of water (e.g. distilleries) or which are located in areas where water restrictions are applied for climate or demographic reasons (i.e. water stress). Such subsidiaries are requested to precisely map water flows in order to optimise their consumption, in accordance with the significance of local issues.

Finally, all production sites must ensure that their wastewater discharges comply with the local regulations in force and that the impact on the environment is under control, either because the quality parameters of the water discharged in sanitation networks are strictly observed, or because the treatment processes prior to discharge into the environment are effective.

### 3.4 Minimisation of energy consumption and CO<sub>2</sub> emissions

Pernod Ricard recognises that the consumption of fossil fuels depletes the planet's natural resources and contributes to climate change.

For that reason, the Group is committed to optimising the energy consumption of its production facilities. This is of particular concern to distilleries, which make up the Group's most significant direct consumption source. The subsidiaries thus measure their consumption, assess the energy performance of their production facilities, set consumption reduction goals and make technological choices in line with these goals when considering new projects.

Whenever possible, they strive to use renewable energies when they are available on acceptable economic terms (e.g. biomass, green electricity).

Pernod Ricard, whenever it is possible, takes into account carbon footprint when changing technologies as to reduce its CO<sub>2</sub> consumption.

In order to contribute to minimising climate change, Pernod Ricard is committed to regularly measuring the impact of its operations on the generation of greenhouse gases (GHGs), the most prevalent one being CO<sub>2</sub>; this involves direct operations (production sites) as well as procurement (emissions resulting from commodities and packaging materials bought from suppliers) and distribution (transport to and within markets). Priorities are set according to these evaluations in order to reduce emissions, in conjunction with suppliers and by enjoining logistics staff to select the best type of transport, to optimize loads and to plan and schedule efficiently. Whenever such steps are not achievable, Pernod Ricard encourages its subsidiaries to consider taking part in compensation measures as defined per programmes that are well established in the field (e.g. carbon credits).

### 3.5 Minimisation of the impact of packaging and waste

The Group is committed to the implementation of an ecodesign approach in its product and packaging development efforts. This consists in taking into account environmental impacts in the design and development stages in order to make choices that optimise the overall impact of products.

This approach must be based on all the steps in the lifecycle of products, i.e. production of commodities and packaging materials, production, distribution, consumption and waste recycling.

The approach must lead the subsidiaries to optimise packaging quantities (e.g. glass, cardboard...) and give preference to renewable materials.

Pernod Ricard is committed to the selective sorting of waste in all its production facilities, in order to organise recycling and beneficial re-use in accordance with the recycling opportunities that are locally available. The Group encourages non production sites to adopt the same approach.

Finally, the Group advocates Extended Producer Responsibility (EPR) and provides financial support to systems that collect and sort the spent packaging of its marketed products and that are primarily run by local authorities."

## Dissemination

### 5. Enforcement

#### 5.1. Dissemination of the agreement

All signatory subsidiaries agree to circulate this agreement to their employees by means of the usual internal communications tools. The Group provides English and Spanish versions. The subsidiaries will have the agreement translated into their local language to enable all employees to understand it. The managers of the subsidiaries concerned shall be provided with information enabling them to enforce the principles and commitments featured in the agreement. The subsidiaries concerned by the agreement shall inform the local staff representation of its existence.

The agreement is not designed to supersede local labour or bargaining relations. It is an extension of sound labour relations and environmental practices.

#### 5.2 Monitoring and assessment

[...]

The signatories agree to circulate this agreement to the Group's employees by observing all the national legal procedures governing the publication of collective agreements.

#### 5.3 Signature of the agreement by Group companies

Pernod Ricard's subsidiaries within the European Union shall enter the agreement with the signature of the CEO and HR manager. Subsidiaries that wish to enter the agreement but are outside the scope shall supply a binding document whereby they shall gradually implement the terms of the agreement.

The EFFAT representatives will be communicated the list of companies joining the agreement.

## Implementation and monitoring

### 5.2 Monitoring and assessment

The agreement is signed between Pernod Ricard and EFFAT (European Federation for Food, Agriculture, and Tourism Trade Union), which is entitled to sign a collective agreement at European level. EFFAT, as represented by the expert it has appointed, has understood the expectations of the Pernod Ricard European Works Council. Additionally, two delegates of this Council have participated in the discussions that took place between Pernod Ricard management and EFFAT.

[...]

In the subsidiaries that have committed to enforcing the agreement, each company shall gradually implement the agreement and determine how it should be locally enforced, taking into account the economic, professional, geographic, cultural, legal, regulatory, contractual and collective bargaining specificities of the countries concerned.

Depending on the significance and/or urgency of the matters concerned, the European Works Council or its Select Committee shall be informed of the implementation of the agreement.

All signatory subsidiaries shall choose how the agreement shall be monitored. Regardless of the option chosen, the subsidiaries must report on their CSR actions to the staff representative bodies at least one per year. The report shall be forwarded to the Group's HR Department.

The European Works Council and the EFFAT representatives shall be provided with a yearly assessment report on the enforcement of the agreement. If appropriate, excerpts of the report can be used in Pernod Ricard's Reference Document in order to provide external information on the Group's extra-financial performance.

Furthermore, the signatory parties Pernod Ricard and EFFAT shall meet once a year to monitor the enforcement of the agreement and address any issues pertaining to it if necessary.

## Dispute settlement and sanctions

None

## Provisions on supply chains

### CORPORATE, SOCIAL & ENVIRONMENTAL RESPONSIBILITY COMMITMENTS

[...]

#### 1.2 Respect for subcontractors and suppliers

Pernod Ricard is aware that the impact of its operations on society notably stems from its supply chain and its relations with suppliers and subcontractors.

The Group commits to sharing its CSR concerns with its suppliers and subcontractors and to periodically assessing them in that regard.

The Group's policy consists in working closely with suppliers and subcontractors and to mitigate their direct impact on society and the environment. The European subsidiaries enforce the policy by:

- providing the Responsible Procurement Policy to suppliers, requesting that they commit to sustainable development through the "Supplier CSR Commitment" and by observing the Group's supplier CSR evaluation process;
- encouraging suppliers and subcontractors to adopt appropriate standards in order to continuously improve their social and environmental performance.

Employees of the subsidiaries within the European Union can be in contact with companies outside the Group and in a position to establish client-supplier relations. If such is the case, Pernod Ricard expects them to apply Group rules as per the Procurement Ethics Code and the Responsible Procurement Policy. The subsidiaries within the European Union are aware that such relations require the development of certain minimum skills. In designing training programmes, the Group therefore makes it possible to meet that requirement (e.g. the "Procurement for non-buyers" programme and the e-learning course on "Smart and Safe POS Purchasing").

Respect for the consumer and for suppliers is thus always borne in mind by the employees of the European subsidiaries.

Employees of the subsidiaries within the European Union shall request that the suppliers and subcontractors implement appropriate actions in the following areas, which are particularly important for the subsidiaries within the European Union:

- Compliance with applicable labour laws,
- Preservation of the environment, particularly as far as natural resources and biodiversity are concerned;
- Economic development and fostering of the empowerment, based on fair commercial practices;
- Responsible drinking;
- Human rights.

Whenever subcontractors' employees are assigned to their facilities, Pernod Ricard's European subsidiaries strive to offer them as well as the staff present on their behalf working conditions with regard to health and safety on a par with the best in the industry and in the country concerned. Subcontractors shall be requested to observe certain requirements and notably to monitor occupational accidents.

Should a subcontractor fall short of or fail to meet CSR requirements, the European subsidiaries may be confronted with the following situations:

- Current suppliers and subcontractors with ongoing business relations:

- \* The supplier / subcontractor is essential to the business: the measures to be taken must be analysed on a case by case basis with a view to always improving the supplier / subcontractor's CSR performance, bearing in mind that the process may prove lengthy;

- \* The supplier / subcontractor is not essential to the business: the European subsidiary shall work out a progress plan focusing on priority actions for the supplier / subcontractor. If the supplier / subcontractor fails to observe the plan or refuses it, the European subsidiary shall implement a process to replace the supplier / subcontractor with another one with better CSR performance.

- If the situation involves a new supplier / subcontractor, any objection to being evaluated or any CSR underperformance shall make it impossible to establish business relations. Good CSR performance is a prerequisite to considering business relations.

## *FoodCo*

The company is active in three segments of the food industry: dairy and plant-based products (more than 50%), specialised nutrition (adults and infants), and waters. Its activities range from purchasing of raw material (mainly milk, sugar and fruit, product packaging materials, in particular plastics and cardboard, and energy supplies), production and distribution. It distributes its products on all continents through major retail chains, market outlets, e-commerce, and convenience stores. It has around 180 production sites around the world in its principal markets (FoodCo's general policy is to own its production facilities).

The IUF and FoodCo have had sustained practices of social dialogue at a transnational level for more than 30 years. In total, they have signed 10 agreements:

- 1989 FoodCo – IUF agreement on Provision of Information
- 1989 FoodCo – IUF agreement on Equality (insists on the necessity to jointly discuss the issue of gender equality and design a policy in relation to it)
- 1992 FoodCo – IUF agreement on Skills Training (anticipating changes in jobs and skills applies regardless of the cause, which could be motivated by the need to move away from environmentally damaging activities)
- 1994 FoodCo – IUF agreement on Trade Union Rights (ILO conventions 87<sup>59</sup>, 98<sup>60</sup> and 135<sup>61</sup> - provides a kind of interpretation of the main aspects of the conventions / commitment to promote dialogue within the company)
- 1997 FoodCo – IUF agreement on Employment and Restructuring (no access)
- 2001 FoodCo – IUF Agreement on the Fundamental Social Principles
- 2005 FoodCo – IUF agreement on Social Indicators (for members of the Information and Consultation Committee and IUF affiliates – basically an update of agreement #1 but with an emphasis of the transnational structure of the group)
- 2007 FoodCo – IUF agreement on Diversity (most detailed agreement so far)
- 2011 FoodCo – IUF agreement on Health, Safety, Working conditions and Stress (most detailed and includes, in addition to practical steps to implement principles locally,

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<sup>59</sup> Freedom of Association and Protection of the Right to Organise Convention

<sup>60</sup> Right to Organise and Collective Bargaining Convention

<sup>61</sup> Workers' Representatives Convention

implementation provisions at international level / it can obviously potentially apply to environmental issues)

- 2016 FoodCo – IUF agreement on Sustainable Employment and Access to Rights (precarious forms of employment can result in lack of access to human rights).

## Appendix 8 – Interview guides

### *Union representatives – interview guide*

1. What is your position and role in your organisation?
2. Can you tell me how you became involved in negotiating/implementing GFAs?
3. Can you tell me about your organisation's environmental policy?
  - ✓ Inspired by existing concept? Sustainable development? Just transition?
  - ✓ Has it changed recently?
4. Can you tell me about the overall strategy of your organisation in terms of GFAs?
  - ✓ How do you target specific companies? Do geographical and sectoral concerns influence your decisions, methods?
  - ✓ Do environmental concerns play a part at this stage?
  - ✓ Do you work together with other GUFs? The ILO? NGOs? TUAC? Others?
  - ✓ Any recent change?
5. Can you detail the process for particular cases before the negotiating stage starts?
  - ✓ How do you build specific labour coalition? How do national and local unions get involved? Do they come to you or do you go to them? How do you work together during the negotiations?
  - ✓ Who initiates the process with the company? What is the role of national unions? Does it always come from the labour side?
  - ✓ Do you encounter any reluctance on the company side? How do you deal with it when it happens?
6. Can you tell me about the negotiation process and how you decide on the content of GFAs (in general terms)?
  - ✓ What are your sources of inspiration? Use of templates? Use of existing standards? ILO? OECD? UN? National legislation?
  - ✓ How do you divide the negotiation between discussion of the substantive provisions and the procedural provisions?
  - ✓ How would you describe the process? Cooperative? Constructive? Confrontational?
  - ✓ What issues more specifically have been the most problematic?
  - ✓ How did you overcome those problems? Where did you make compromises?
  - ✓ Do you have any examples?

7. Can you tell me about environmental provisions in particular?
    - ✓ Where does the decision to include environmental provision come from? How is it discussed?
    - ✓ Where are compromises made on this specific subject? How?
  
  8. Can you tell me about the various stages of implementation (in general terms)?
    - ✓ What is the separation of work between company/worker representatives (including unions)?
    - ✓ GFAs usually set up implementation committees? How effective are they? Do they make use of existing structures such as WWCs and EWC?
    - ✓ What are the different channels of communication? Including within the labour coalition? Where are the bottlenecks?
    - ✓ What is the balance between top-down and bottom-up mechanisms?
    - ✓ Are dispute resolution mechanisms ever used? By whom? About what?
    - ✓ Any training for managers and workers? Substantive aspects? Procedural aspects?
  
  9. Can we focus on the implementation of environmental provisions?
    - ✓ How important are environmental issues? Amount of time dedicated to it? Specific discussion spaces?
    - ✓ Are there any specific monitoring/auditing processes in place? Do they involve workers? In what capacity?
  
  10. Can you give me examples of companies where practices are interesting?
    - ✓ EnergyCo? Enel?
    - ✓ Who do you think I should interview next?
    - ✓ Do you have any useful contacts I could get in touch with?
    - ✓ Could you introduce me?
  
  11. Do you have any documents (meeting minutes, annual reports, etc.) that I could have access to?
  
  12. Anything you would like to add?
-



### ***Informant – interview guide***

1. What is your position and role in your organisation?
2. Can you tell me how you became involved in studying GFAs?
3. Can you tell me about your organisation's environmental policy?
  - ✓ What are your guiding concepts? Sustainable development? Just transition? Decent work?
  - ✓ How is it implemented? What instruments do you use? What do you think is the best way?
  - ✓ How has it changed?
4. Can you tell me about the overall strategy of your organisation in terms of GFAs?
  - ✓ Do you work together with other organisations on this matter NGOs? TUAC? Others?
  - ✓ To what extent is it guided by sectoral, geographical concerns?
  - ✓ How do you work with GUFs on this matter? Is it institutionalised (Structured partnership)?
  - ✓ What purpose do GFAs serve in relation to your organisation's overall strategy?
  - ✓ How do you think it relates to the organisation's environmental policy?
5. Can you tell me about the use of standards in GFAs?
  - ✓ What is your organisation's policy on the inclusion of standards in GFAs?
  - ✓ Do you provide training?
  - ✓ How is your organisation involved in the implementation of those standards contained in GFAs? Is it involved in any follow-up procedures?
  - ✓ Can you tell me more about what the role of workers and unions in setting international standards through and alongside your organisation has been?
  - ✓ How do they get involved in the international climate negotiations? The UN Global Compact?
  - ✓ Can you think of any other instances where they might be involved?
6. Can you give me examples of interesting practices on the subject of GFAs and environmental governance?
7. Do you have any documents (meeting minutes, annual reports, etc.) that I could have access to?
8. Anything you would like to add?

## ***Management representative – interview guide***

1. What is your position and role in your organisation?
2. Can you tell me about your company's environmental policy?
  - ✓ What broad principles is it based on?
  - ✓ What is your preferred method?
  - ✓ How do GFAs feature in it? Are GFAs an important tool?
  - ✓ Any recent noticeable changes?
3. Can you tell me about your company's approach in the period leading up to the negotiation of the GFAs?
  - ✓ To clarify, your company has signed multiple GFAs (in 2009 and 2018), which ones were you involved with? Negotiation? Implementation? (*There might be one before that, but doesn't contain environmental provisions*)
  - ✓ How did the process start the first time? Did worker representatives come to you? Who?
  - ✓ Briefly, what has happened between 2009 and 2018? How was the decision to negotiate a new agreement taken?
4. Can you tell me about the negotiation process and how you decide on the content of GFAs (in general terms)?
  - ✓ Did you have concerns at the start? How did you deal with it?
  - ✓ What are your sources of inspiration? Use of templates? Use of existing standards? ILO? OECD? UN? National legislation?
  - ✓ How do you divide the negotiation between discussion of the substantive provisions and the procedural provisions?
  - ✓ How would you describe the process? Cooperative? Constructive? Confrontational?
  - ✓ What issues more specifically have been the most problematic?
  - ✓ How did you overcome those problems? Where did you make compromises?
  - ✓ Do you have any examples?
5. Can you tell me about environmental provisions in particular?
  - ✓ How do you explain the differences between the 2009 approach and the 2018 approach?
  - ✓ Where does the decision to include environmental provision come from? How is it discussed?
  - ✓ Is it a problematic subject?
  - ✓ Where are compromises made? How?
6. Can you tell me about the various stages of implementation?

- ✓ What is the separation of work between company/worker representatives?
  - ✓ GFAs usually set up implementation committees? How effective are they? Do they make use of existing structures such as WWCs and EWC? Instances put in place to implement the “devoir de vigilance”?
  - ✓ What are the different channels of communication? Where are the bottlenecks?
  - ✓ What is the balance between top-down and bottom-up mechanisms? Are dispute resolution mechanisms ever used? By whom? About what?
  - ✓ Are sanctions against non-complying suppliers ever used? How?
  - ✓ Any training for managers and workers? Substantive aspects? Procedural aspects?
7. Can we focus on the implementation of environmental provisions?
- ✓ How important are environmental issues? Amount of time dedicated to it? Specific discussion spaces?
  - ✓ Are there any specific monitoring/auditing processes in place? Do they involve workers? In what capacity?
8. Can you give me examples of interesting practices in the company? Among your suppliers?
- ✓ In the UK? In Canada?
  - ✓ Who do you think I should interview next?
  - ✓ Do you have any useful contacts I could get in touch with?
  - ✓ Could you introduce me?
9. Do you have any documents (meeting minutes, annual reports, implementation guide, etc.) that I could have access to?
10. Anything you would like to add?



***Focus Group – Topic Guide***

**1. Participant introduction**

Welcome and ask participants to introduce themselves in turn (What do you do? How long you have been a rep?)

## 2. Summary of the research project

This project focuses on environmental commitments contained in global framework agreements (GFAs), and intends both to investigate how they fit in the larger context of environmental policy-making and action and reconnect those commitments made at corporate level with practices on the ground, with a special emphasis on the involvement of unions. In practice, it consists both in one to one interviews and in focus groups with representatives of both management and unions at policy, corporate and workplace levels.

This focus group is part of a case study of a specific GFA (signed by EnergyCo in 2018). The purpose is to document the experiences and views of workers' representatives in the workplace on environmental issues, later confronting them with the environmental commitments contained in the GFA.

## 3. Ground rules

- ✓ Most important thing is, please, speak one at a time (for the recording and subsequent transcription), and listen to each other
- ✓ I am interested in everyone's views and experiences.
- ✓ I will try to make sure that everybody gets to speak, but please feel free to virtually raise your hand if needed.
- ✓ Depending on the quality of the internet connection, I may have to consider giving the floor to participants in turn. Also, if at any point, we lose the connection, please bear with me and use the chat if needed.
- ✓ You can address me, but of course also each other.
- ✓ In the course of our conversation, I may ask you to move on to another theme (due to time constraint), or ask you to tell me more about a particular point you raised.
- ✓ Transcripts will be anonymised and kept confidential (but obviously exchanges during the focus group itself cannot be anonymous).

## 4. Focusing exercise #1

Associate concepts with pictures (no right or wrong answer)

Prompts (*to help the discussion to start*)

Which picture is the most striking? Which concept seems the most obvious to define? What is the most natural association? What do you think of picture #x? Why? Etc.

## 5. Focusing exercise #2

*(Copy the list in the chat for later reference)*

Which theme would you like to deal with first? Why?

*(If no preference, deal with the themes successively in the order below)*

## 6. Thematic discussion (list based on GFA's content)

<u>Themes</u>	<u>Prompts</u>
<ul style="list-style-type: none"> <li>• Health and safety (workplace and environment)</li> <li>• Waste management, energy efficiency and lifecycle planning of existing and new projects</li> <li>• Emission reduction</li> <li>• Transition, skill and training (in relation to the themes below)</li> <li>• Supply chain implementation</li> <li>• Local impact (i.e. environmental compliance, dialogue with local authorities and local residents, environmental impact assessment, etc.)</li> <li>• Environmental protection and preservation (i.e. beyond compliance)</li> </ul>	<ul style="list-style-type: none"> <li>• What are the measures in place?</li> <li>• Have you been involved in their design? Implementation? In what capacity?</li> <li>• Are you satisfied with the nature and level of your involvement?               <ul style="list-style-type: none"> <li>• What would you do differently?</li> </ul> </li> <li>• How did you get knowledge on those themes? Do you feel like it is enough? How could you improve it?</li> </ul>

## 7. Additional questions

- Would you add anything to the list?
- What is the importance of those themes in relation to more traditional union themes (i.e. wages, working conditions, etc.)
- What do you know about the EnergyCo GFA signed in 2018? The Vigilance plan? How? (i.e. through you rep at the GFA implementation committee?)
- Do you work with other union members on those themes? Which ones? How so? *(Signatories of the GFA: GMB, Unite, Prospect, Unison)*

## 8. Debrief

Any comment? Anything you would like to add?

Next steps: recording will be transcribed and analysed. Other focus groups and interviews will be carried out in other countries and other workplaces, with unions and management representatives (until spring). Most of the analysis will be done by the end of this year. Project ends in July 2022.

Check they have my contact details in case they want to get in touch after the end of the focus group.

## Appendix 9 – Interview and focus group code books

### *Breadth Dimension*

Methodological scope	Advocacy-Influence	
	Alliances- Cooperation	Networks
	Campaigning	
	Capacity building	
	Compliance- accountability	
	Finance	Non-financial rating
		Public financing
		Responsible investments
	Knowledge dissemination	
	Leadership	
	Policy	
	Representation	Stakeholder representation
		Stakeholder consultation
	Social dialogue	
	Institutional change	
	Voluntary regulation	Target setting
		Risk-based approach
		Reporting
		Procurement policy
		Employee involvement
Communication		

	Law and regulation	Public policies
		Hard law- soft law
		Linking regulatory instruments
		Standard setting
		National law
		International law
		European law
		Cross-border social dialogue
	CSR	International CSR (including SDGs and UNGC)
		Due diligence
GfAs	Scope (substantive, geographical, functional)	
Substantive scope (environmental agenda)	Vested interests	
	Transition	Just transition
		Transition plan
		ILO Guidelines
	Plastic	



	Environmental themes	Impact on workers
		Sustainability
		Biodiversity
		Energy supply and sources
Scale	Geographical scale	Europe
		France
		UK
		Other
	Level	National level
		International level
		EU level
		Corporate level
	Sector	Transport sector
		Energy sector
Agricultural sector		
Actors	Civil society	
	Employees	
	Employers	TNCs
		Subsidiaries
		HR
	Governments	
	International actors	ILO
		International financial institutions
		OECD (including NCPs)
		UN
Unions	GUFs	

		IC committee
		TUAC
Challenges		
Examples		

*Agency Dimension*

Action	Direction (action)	Bottom-up
		Flat
		Top-down
		Two-way
	Type (action)	Accountability
		Activism
		Bargaining
		Capacity building
		Commitment follow-up
		Cooperation - Coordination
		Dialogue
		Employee satisfaction
		Environment friendly workplaces
		Information sharing
		Network building
		Policy (including internal)
		Research and knowledge dissemination
		Volunteering
		Whistleblowing
Organisation	National IR systems	Employee board representation

		National union organisation
		Other public representation (including regulatory bodies)
		Workplace representation
	Nature (relationships)	Formal relationships
		Informal relationships
		Institutionalised relationships
	Type (relationships)	Cross-level relationships
		Intra-level relationships
	Transnational company representation	Dual representation
		Motivations
		Single representation
	Public stakeholder representation	
	Practical examples	Affiliation
		Council of global unions
GFA implementation committee		
Just Transition Centre		
EWC		
Environmental agenda	Alliances	Civil society
		Employers
Environmental agenda	Challenges (environmental agenda)	Awareness
		Bargaining approach
		Capacity
		Conflicting views

		Cross-sectoral impacts
		Degree of priority
		Effectiveness
		Funding
		Generational differences
		Interpretation - meaning
		Lack of initiative
		Leadership
		Leverage-Agency
		Linking environment-union
		Linking levels
		Production systems
		Sectoral specificities
		History
Motivations		
Philosophy	Market-based	
	Radical	
	Technological	
Source of information		
GFAs	Approach (GFAs)	Potential
		Common approach-demands
		Motivations (GFAs)
	Challenges (GFAs)	Awareness
		Capacity (GFAs)
		Company IR culture

		Company size
		Cultural barrier
		Labour initiative - agency
		Labour power
		Lengthy process
		Linking levels (GFAs)
		Resources
		Time constraints
		Union politics
	Implementation	Boosters
		Communication
		GFA implementation committee
		Regular meetings (including agenda setting)
		Reporting
	Negotiation	
	Purpose (GFAs)	Information sharing
		Problem solving
	Respective roles	
	Strategy	
	Support	Formal support
Informal support		
Tensions		
Examples		
Assessment	Negative	
	Positive	

*Focus Groups*

Assessment	Mixed
	Negative
	Positive
Group interactions	Acknowledging other participant's actions or role
	Adding precision
	Agreeing
	Building one someone else's point
	Considering from another angle
	Disagreeing
	Following-up (2)
	Interjecting
	Joking
	Opening the discussion (1)
	Praising
Relevant substantive data	Challenges
	Company initiatives
	Compliance
	Corporate culture
	GFA
	Government
	Information
	Labour - Nature
	Nuclear energy
	Policy
	Regulation

	Renewable energy
	Size of operations
	Stakeholder involvement
	Supply chain management
	Training
	Unions
Themes	Emission reduction
	Environmental protection and preservation
	Health and safety
	Local impact
	Quality
	Supply chains
	Transition, skill and training
	Waste management, energy efficiency, life-cycle planning

## Appendix 10 – Interview pattern analysis (example)

*Challenges related to EGFAs – comparison macro-meso*

Macro level	Meso level
<p><u>Degree of priority</u> +++++</p> <ul style="list-style-type: none"> <li>• Sectoral effect +</li> <li>• Priority in people’s minds but not as an organisation +</li> <li>• Often not a motivating issue for leadership +</li> <li>• Quid of urgency of JT demands when working conditions worsening +</li> <li>• Not the core of ILO’s work +</li> </ul> <p><u>Coordination</u> ++</p> <ul style="list-style-type: none"> <li>• No trickle-down effect from Int to Nat and local (same for EGFAs) +</li> <li>• No clear extension of the representative role at Int level +</li> <li>• Difficult to organise civil society (speak through one voice with enough legitimacy) +</li> <li>• Importance of political leadership +</li> <li>• Tension between environmental agenda and company level dialogue +</li> <li>• Need to keep in touch with happens on the ground +</li> </ul> <p><u>Sectoral specificities</u> ++</p> <ul style="list-style-type: none"> <li>• UN issue-based agenda +</li> </ul> <p><u>Capacity</u> ++</p> <ul style="list-style-type: none"> <li>• Lack of capacity in Int level (EU level representation) +</li> <li>• Raising awareness at all levels +</li> </ul> <p><u>Conflicting views</u> ++</p> <ul style="list-style-type: none"> <li>• Initial reluctance to support for environmental targets +</li> <li>• Sectoral effect (mining and fossil fuel – good union jobs threatened) +</li> </ul>	<p><u>Degree of priority</u> ++++++</p> <ul style="list-style-type: none"> <li>• Workers care about their personal situation (as an organisation) +</li> <li>• Workers care about the environment on a personal level ++</li> <li>• Disagreement on priority of environmental agenda in national confederations +</li> <li>• No particular frustration on the workers’ side</li> <li>• Other more pressing matters</li> <li>• No demands from workers (probably because company already does a lot) +</li> </ul> <p><u>Coordination</u> ++</p> <ul style="list-style-type: none"> <li>• Environment = core concern for national confederation (but not reflected in company level transnational negotiations) +</li> <li>• Necessity to create links between unions +</li> </ul> <p><u>Production systems</u> ++</p> <ul style="list-style-type: none"> <li>• Tension between systemic unsustainability and workers’ livelihood and self-worth</li> <li>• Environmental issue inescapable in some sectors +</li> <li>• Cross-sectoral challenges too +</li> </ul> <p><u>Capacity</u> +++</p> <ul style="list-style-type: none"> <li>• Starts with policy, education and training, and only after that negotiation ++</li> <li>• Lack of capacity ++</li> <li>• Difficult to go from awareness to policy action +</li> <li>• Confidence in articulating positions, not in negotiating solutions +</li> </ul>



<ul style="list-style-type: none"> <li>• No clear undivided position</li> <li>• Employers' positions unchallenged</li> </ul> <p><u>Linking environment and unions</u> +</p> <ul style="list-style-type: none"> <li>• Necessity (EU and Int stakeholder rep) +</li> </ul> <p><u>Effectiveness</u> +</p> <ul style="list-style-type: none"> <li>• Still need to deliver +</li> </ul> <p><u>Interpretation</u> +</p> <ul style="list-style-type: none"> <li>• No uniform interpretation of ILO standards (outside conventions) +</li> </ul> <p><u>Funding</u> +</p>	<ul style="list-style-type: none"> <li>• Environmental issues increasingly brought up by employers, necessity for workers to grasp and develop own demands +</li> <li>• Might be easier for younger generations of workers +</li> </ul> <p><u>Conflicting views</u> +</p> <ul style="list-style-type: none"> <li>• National confederations aren't monolithic +</li> </ul> <p><u>Linking environment and unions</u> +</p> <ul style="list-style-type: none"> <li>• Tension between union demands (distribution of value between labour and capital) and degrowth narrative of environmental agenda</li> </ul> <p><u>Effectiveness</u> +</p> <ul style="list-style-type: none"> <li>• Workers don't have much agency on environmental themes (outside of alerts) +</li> </ul> <p><u>Interpretation</u> +</p> <ul style="list-style-type: none"> <li>• Meaning of JT (employability in shut down industry) +</li> </ul> <p><u>Funding</u> +</p> <ul style="list-style-type: none"> <li>• Environmental measures cost money to implement, employees not always aware +</li> </ul>
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## Appendix 11 – Focus group extracts

### FG Participant 5

[...] Energy efficiency, I'm not really sure what, what we could, in terms of what happens on the, the Hinkley C, on the project, I'm not really sure how that would fit in. What does that mean energy efficiency?

### Interviewer

[00:40:54.11]

Does anyone has an idea about energy efficiency and what it could mean in your work and what's happening in either Hinkley point C or B? If that rings any bell.

### FG Participant 4

[00:41:09.27]

I don't know if it's energy efficiency but I think of things like they've got it right there, they've built a jetty at HPC to allow stuff to be delivered via the jetty, I believe that happened, assuming I'm correct there in some ways that's an energy efficient way of getting stuff and take stuff off the roads. [FG Participant 3 vanished, his computer crashed] Construction has not really been, I don't believe, has grasped the concept of green and doing things in an energy efficient way. They tend just to see themselves of doing and what happens afterwards can be the energy efficient part. I do think probably EDF have done more than most on that front to actually embrace it.

### FG Participant 5

[00:42:03.06]

The first [cut off].

### FG Participant 7

[00:42:03.25]

I mean just on energy, well again on energy efficiency piece, I mean getting simple things like, what lightbulbs do you use in, on the plants, in the power stations or across the business, I mean there's a lot of work being done on making them more energy efficient, lighting sources [00:42:25.10] [unclear], EDF is also getting more heavily involved within things like electric cars, depending on whether or not you call it electric energy but from an energy point of view, and again it goes back to the environment or whatever, I mean they are very cognizant of energy efficiencies and doing what they can, and again they're trying to drive the UK in being carbon neutral and playing its part in what it does.

### **FG Participant 8**

[00:42:56.00]

I look at energy efficiency not just as the, sort of, from an electrical point of view if you like, but it can also include stuff like maintenance, where as an example you got steam links or whatever, well that steam took a lot of energy to produce, if you're gonna sort of maintain the plant properly or whatever, then you just see it go up into the atmosphere, all the energy that was used to create that vapour if you like, that's just another example, it's not necessarily just about lower electricity consumption, it's about how you make the most of what you're doing or what you've got.

### **Interviewer**

[00:43:38.02]

Thank you for that; FG Participant 5, you wanted to say something?

### **FG Participant 5**

[00:43:40.00]

Yeah, I was just gonna say that in terms of energy efficiency, I couldn't in my mind, I couldn't quite, as FG Participant 4 said I couldn't quite see where that fits, I mean if you turn that on its head, I guess it's reducing energy waste isn't? And if I'm honest with you, and I'm not at the sharp end, I mean FG Participant 1, FG Participant 2 and FG Participant 3 are, they would know better than me, but I think there's probably a lot more I could be done on site to reduce energy waste, and it's perhaps something that we can raise in the future but yeah.

## **Interviewer**

[00:44:13.22]

FG Participant 1, I could kind of see you shaking your head, did you wanna add something?

## **FG Participant 1**

[00:44:19.03]

I may well have been responding to one of the reps, apologies, the only, I mean the only piece I can add is that the tier 1 say they do all they can to try and segregate waste and things but at the end of the day they're building the new nuclear power station to a budget, so they'll do what they can within their, their remit, and we try and separate waste as much as we can, we try to recycle as much as we possibly can, but then it makes the environmental thing a sort of joke when you're running 80% of your construction site on diesel generators, so [laugh] it's a good image in one hand but then we've got a job to do in the other. For the longevity and the bigger target, FG Participant 4 touched on the jetty, which has reduced lorry movements on the roads so that's not only help the community with diesel fumes and traffic, but it also means the deliveries that are coming to site are more sort of economically friendly because they are in larger bulk. We are, we're always told and taught about the long-term benefits of a nuclear power station being very low carbon emissions in comparison to other ways of producing electricity so.

## **FG Participant 8**

[00:45:38.04]

FG Participant 1 if I may just come in on that jetty, I think it would have been a lot more useful if they'd progressed the jetty or started the jetty a lot sooner [FG Participant 1 agrees]. We did have quite a lot of traffic beforehand, didn't we, in regards to aggregate and the suchlikes, I just wonder why EDF didn't do that or for that matter actually construct a new junction from, I think it's junction 22, I'd have to count on my fingers which junction it is from the motorway but anyway, there were other ways EDF could have done that, but we are where we are and they got the jetty built now thankfully [FG Participant 1 continues to agree].

#### **FG Participant 4**

[00:46:23.11]

We was at a meeting, FG Participant 6, the other day when, I don't really, FG Participant 6 understands nuclear a lot better than me, but they was talking about how they was gonna use EDF, how they was gonna use that heat, which at the moment in nuclear power plants goes to waste, etc, which, it all sounded very new to me and a very good idea but it was about ensuring that there was less waste to the energy, heat being energy, and how you could use, use that, and there was talk about [00:46:53.09] [unclear], about using it to heat local houses or do something with it, all very impressive they do seem to have plans to make nuclear plants more efficient with less waste.

#### **Interviewer**

[00:47:06.24]

FG Participant 6, did you wanna say something?

#### **FG Participant 6**

[00:47:10.02]

No, I would just agree with that, I mean the plans are to better utilise the energy that [signal breaking up – talks about CO2 emissions].

#### **Interviewer**

[00:47:34.01]

Sorry you're kind of breaking up a little bit.

#### **FG Participant 6**

[00:48:18.26]

any point they're making on energy efficiency for doing the global framework agreement, but as I said it's all about, it's not about having these international global, it's what they do when they're on the ground, and you know to be honest you can't fault EDF for the commitment, they want the

engagement of the trade unions [00:48:40.19] [unclear]. I sit on the company council for EDF and I'm sure FG Participant 4 sits on the construction equivalent around the Hinkley point C sort of committees.

**Interviewer**

[00:48:52.02]

Thank you for that, I'm sorry, my connection seems to be a bit dodgy at the moment. FG Participant 3 welcome back. Can everybody hear me?

???:

[00:49:07.22]

Yeah.

**Interviewer**

[00:49:07.22]

Okay good. I think maybe we should move on, tell me if we've covered the subject number three which is like emission reduction, we can move down the list a bit faster if you would like to.

**FG Participant 5**

[00:49:29.01]

I just, I'd just add that I think FG Participant 6 makes a good point about emissions, I think probably the biggest single contributor on site would be the buses, there's no end of them, constantly, you know 24 hours I think probably, not just taking people to site but internally as well around the site and as far as I'm aware there are all diesel buses. In fact I think they have a problem resourcing as many buses as they would like, I think they're very modern and up-to-date so they're probably in terms of efficient, they're probably very efficient but they're diesel models and I suppose if you take it to the far end, you could argue that they should be green or electric or whatever, and maybe that's something that they'll do in the next project. But yeah I think we can probably, I mean in terms of emissions FG Participant 1 mentioned about the diesel generators

and stuff, generally speaking I think emissions on site as far as it goes it's good really, there's controls over it and I know they have an environmental officer on site that does monitor these things and they have a responsibility to report that back to the environmental agency and to the local community I think, so I think the emissions are probably good, we can probably move on from that really.

## Appendix 12 – Original quotes in French

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<sup>i</sup> ‘On est une maison-mère qui avons des filiales, ses filiales mêmes si on n'y est très majoritaire, ben il y a un conseil d'administration, il y a des administrateurs qui viennent de la maison-mère, mais il y en a d'autres, et donc il faut aussi convaincre, convaincre que nos politiques, nos accords sont importants pour leur activité.’

<sup>ii</sup> ‘On est un certain nombre de représentants soit de direction fonctionnelle soit de filiale, et on fait venir on fait venir effectivement, devant ce comité, en fonction des thématiques’.

<sup>iii</sup> On a lancé cette nouvelle stratégie en 2019 à horizon 2030 et basée sur les ODD à partir de l'adoption des ODD en 2015 par l'ONU on s'est dit tiens est-ce que ça ne serait pas le langage commun qui nous permettrait d'avoir une stratégie RSE compréhensible par les autres’.

<sup>iv</sup> ‘Et puis maintenant il y a, ce qu'on peut appeler un durcissement du droit mou, c'est-à-dire que on passe de, sur ces sujets, d'une démarche un peu volontaire à une démarche beaucoup plus contrainte, et d'ailleurs il y a un traité qui est actuellement qui est en négociation à l'ONU qui viserait à contraindre les entreprises sur ces sujets’.

<sup>v</sup> ‘Si tu prends la première page de l'accord, tu verras qu'il y a les différentes références, il y avait des choses que la direction disait mais oui mais ça fait partie, c'est une partie intégrante, et elle ne voulait pas les nommer, et nous on a insisté pour que tous les articles qui nous semblaient importants et auxquels il fallait absolument faire référence soient inscrits noir sur blanc dans l'accord. Ça nous avons insisté.’

<sup>vi</sup> ‘Je peux les appeler si j'ai une question mais on n'a pas de comment dirais-je on n'a pas d'instance ou on échange de façon organisée.’

<sup>vii</sup> ‘On s'est rendu compte que avoir ce type d'accord au niveau mondial allait être compliqué avec notre géographie donc on s'est dit qu'on allait nous imposer s'imposer nous-mêmes une politique droits humains’.

<sup>viii</sup> ‘On s'est quand même beaucoup basé sur des lois existantes en France pour créer notre accord’.

<sup>ix</sup> ‘Il y a deux ans et pour le coup la démarche qui a été faite initialement ça été de dire on prend notre ancien accord on fait pas table rase du passé on a fait des bonnes choses avec voilà mais on revoit les choses on a aujourd'hui le devoir de vigilance qui s'inscrit dans l'ADN de l'entreprise on a donc un plan de vigilance et on aimerait que ce cet accord fasse corps et colle à la réalité du plan vigilance de l'entreprise et c'est comme ça que le nouvel accord a été repensé et négocié donc ça c'était une première moi j'ai jamais vu ça de voilà avant et je trouvais la démarche intéressante’.

<sup>x</sup> ‘Au cours de la négociation de l'accord, ça correspondait vraiment à la, au démarrage de la mise en œuvre du plan de vigilance, et moi j'avais souhaité qu'on puisse mettre justement le plan de vigilance dans l'accord pour, pour en faire une des thématiques, et ben c'est bien tombé, d'ailleurs, on n'est que deux ou trois entreprises avoir fait ça.’



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<sup>xi</sup> ‘On commençait simplement les questions de RSE à cette époque-là et c'était pas très clair et pas très j'ai envie dire pas très visible dans la tête de tout le monde c'est-à-dire la RSE c'était quoi pour aller ou pour faire quoi alors quand on disait à certains bah on va le mélanger avec le comité d'entreprise européen ils se disaient oulala la mais ça ça va pas être bon moi j'ai voilà on sait ce que le C.E. peut faire on comprend pas de mélanger voilà.’

<sup>xii</sup> ‘La CGT a cosigné des déclarations avec Greenpeace avec Attac avec différents organismes avec lesquels elle est pas toujours loin de là en communion d'analyse quoi donc c'est pas sans poser des problèmes parce que c'est des positions très politiques et puis derrière il faut aller expliquer à la fédération des métallos à la fédération de l'énergie que ben vous avez signé avec des gens qui sont contre le nucléaire alors que la fédération de l'énergie elle a tous les salariés [EnergyCo] comme électeurs adhérents’.

<sup>xiii</sup> ‘Parce qu'un moment donné on s'est rendu compte qu'on n'avait pas les connaissances aussi poussées sur les questions climatiques qu'une organisation environnementale, et de leur côté sur les questions d'économie et d'emploi, ils sont bien rendus compte qu'il n'avait pas ses connaissances là non plus. On a eu un échange d'expertise et de cet échange d'expertise là je vous dirai qu'il y a une relation de confiance qui s'est installée’.

<sup>xiv</sup> ‘Ça nous a permis de continuer nos alliances avec les groupes environnementaux. On a joint les rangs de diverses organisations, que ce soit le front commun pour la transition énergétique au Québec qui compte 80 organisations essentiellement environnementales et le réseau d'action climat Canada aussi, qui est un réseau semblable’.

<sup>xv</sup> ‘En parallèle de ça et bien on a un agenda naturellement de sensibilisation, d'éducation quant aux changements climatiques, parce qu'on se rend compte que la question de l'urgence climatique n'est pas encore acquise, que la question de la corrélation entre l'activité humaine et le changement climatique n'est pas nécessairement compris encore dans certaines régions du Québec, donc on doit travailler absolument à ce niveau-là’.

<sup>xvi</sup> ‘Les confédérations syndicales les fédérations syndicales elles-mêmes organisent j'ai envie dire des oui des formations internes ou en tout cas sensibilisent leurs représentants syndicaux au fait que bah maintenant ces questions-là les gars ça fait partis du quotidien et donc il faut se former voilà’.

<sup>xvii</sup> ‘La négociation du côté syndical a été faite par les confédérations syndicales mondiales.’

<sup>xviii</sup> ‘C'était le représentant de IndustriAll, c'est lui vraiment, et il y avait aussi [name] le représentant de PSI. Donc eux deux, c'était vraiment je veux dire le noyau dur des négociations’.

<sup>xix</sup> ‘Dans le cadre des deux premiers accords 2005 et 2009, il y avait aussi des fédérations syndicales internationales, mais qui était là plus pour témoigner que la négociation se passait bien et que voilà elles parrainaient un peu le processus. En 2018, ça été vraiment différent, c'est-à-dire que les deux fédérations syndicales internationales avec lesquelles on a négocié, qui était IndustriAll et ISP, ont voulu prendre le lead, et donc les syndicats du groupe ont été plutôt euh bon disons que c'est vraiment les fédérations syndicales internationales qui ont vraiment négocié avec la direction.’

<sup>xx</sup> ‘C'est un mandat de deux ans, ce que je trouve tout à fait trop peu parce que vu la complexité du rôle, il te faut au moins un an pour bien saisir tous les arcanes.’

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<sup>xxi</sup> ‘Au début, quand je suis arrivé je ne savais vraiment pas comment prendre les choses et qui m'ont vraiment aidé, m'ont donné énormément de pistes, parce qu'elles sont rodées à tout ça au niveau mondial’.

<sup>xxii</sup> ‘C'est quand même pas facile à faire converger des expressions. Quand même on était une vingtaine, de représentants syndicaux, donc arriver à trouver une expression commune, c'est pas simple, il faut arriver à trouver les phrases qui satisfont tout le monde’.

<sup>xxiii</sup> ‘On travaille aussi à présenter l'accord à nos collègues représentants syndicaux pour qu'ils se saisissent de cet accord afin de de le faire appliquer’.

<sup>xxiv</sup> ‘On se déplace, on fait des présentations [...] On essaie de donner des exemples concrets, on essaie de oui de montrer qu'il peut apporter un plus aux salariés’.

<sup>xxv</sup> ‘Alors en France, vous voyez, bon au sein [company and subsidiary names], le maillage syndical est assez important et on a donc des relais. En revanche, il y a un certain nombre d'entreprises dans lesquelles le maillage, enfin la représentation syndicale est beaucoup plus faible. Donc du coup, nous n'avons pas forcément de moyens de promouvoir l'accord’.

<sup>xxvi</sup> ‘Il y a aussi un problème pratique, c'est que comme les représentants du comité de suivi viennent de différents pays, il y a des Français, des Belges, des Anglais, des Allemands, des Chinois, donc on peut pas les avoir sous la main. Quand on les fait venir une fois par an à Paris, donc l'idée c'était d'en profiter pour travailler.’

<sup>xxvii</sup> ‘Un des risques de ce genre d'accord est d'être valorisé que par des exemples pris dans les pays lointains. Alors qu'il faut du coup trouver des exemples ou la mise en œuvre de l'accord a changé enfin a changé ou fait évoluer certaines pratiques qui était déjà bonnes ici en France, mais qui avec cet accord se sont trouvés enrichies. Voilà et c'est un travail un peu compliqué parce que comme l'accord est extrêmement riche, qu'il aborde plein de choses, qu'il n'est pas piloté par des objectifs qui font partie du reporting habituel, c'est pas forcément facile quoi de mobiliser là-dessus.’

<sup>xxviii</sup> ‘C'est plus simple parce qu'ils ont juste à se tourner vers leurs salariés et ils leur disent voilà il y a une restructuration, la restructuration concerne tant de personnes à tel endroit sur tel métier tel process industriel il va falloir qu'on en parle et qu'on n'en débattenne voilà c'est des choses qui sont tellement terre à terre et tellement claires et simples que bien évidemment c'est compris tout de suite.’

<sup>xxix</sup> ‘On a toujours le problème nous de la vision des enfin des associations des O.N.G. très clairement comme si les problématiques environnementales n'étaient traitées que par le côté associatif.’

<sup>xxx</sup> ‘Un dialogue on va dire commun avec différents partenaires c'est peut-être ouais c'est peut-être quelque chose de qui est pas dans notre ADN et qui pourtant seraient nécessaires mais aussi pour eux mais aussi pour eux pour comprendre que on ne peut pas avoir des discours parfois tout fait parce qu'il y a vraiment des contraintes qui font que il faut qu'on se comprenne sur les enjeux.’

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<sup>xxxii</sup> 'Les engagements qu'on prend sont, alors même si un accord-cadre international c'est, bon ça reste engageant et notamment vis-à-vis de l'externe et notamment des parties prenantes qui peuvent utiliser leur possibilité de plaider pour dire telle ou telle entreprise s'est engagé à faire ci et puis leurs pratiques sont différentes.'

<sup>xxxiii</sup> 'Pour le comité d'entreprise européen les enjeux environnementaux on est pas on est pas consulté dessus très clairement là on est plus sur une démarche qui est portée par le comité RSE c'est clair maintenant est-ce que c'est une bonne chose je suis pas sûr parce que très clairement au niveau du comité d'entreprise européen bien souvent on a un petit peu tout qui se mélange.'

<sup>xxxiv</sup> 'Le comité d'entreprise européen a des groupes de travail, par exemple sur la transition énergétique, mais nous comme nous avons l'environnement, et bien on pourrait avoir des échanges. Et en fait, on s'échange les textes mais on ne travaille pas ensemble, et ça c'est vraiment un de mes grands regrets.'

<sup>xxxv</sup> 'Le résultat de nos travaux est transmis au comité mondial RSE. Alors on précise bien que c'est sur un périmètre européen.'

<sup>xxxvi</sup> 'Encore une fois on est chez FoodCo donc la parole est vraiment libre on a quand même la chance alors on verra si ça va durer mais jusqu'à aujourd'hui on a toujours eu [CEO's names] ont toujours été abordables sur tous les sujets c'est-à-dire que même nous on a eu des fois des soucis on va dire un peu spécifiques on a toujours pu téléphoner écrire un mail et avoir rendez-vous avec ces personnes-là pour aborder ces sujets-là donc au CIC c'est exactement pareil.'

<sup>xxxvii</sup> 'Comme mission en fait de trouver des voies et moyens du dialogue social au niveau international'. 'Et c'est là qu'on a découvert qu'il y avait donc des entreprises qui commençaient à négocier des accords-cadres internationaux, l'idée étant de prendre des engagements de se comporter de façon identique partout où l'entreprise opérait dans le cadre d'un dialogue social. Et c'est comme ça qu'on a négocié en 2005 donc le premier accord-cadre.'

<sup>xxxviii</sup> 'Les partenaires sociaux sont pas les mêmes, les droits des travailleurs sont pas les mêmes', 'on s'est rendu compte qu'avoir ce type d'accord au niveau mondial allait être compliqué avec notre géographie donc on s'est dit qu'on allait nous imposer nous-mêmes une politique droits humains en mettant des standards au niveau des United Nation Guiding Principles pour les Human Rights qui devraient s'appliquer partout.'

<sup>xxxix</sup> 'Le conseil d'entreprise européen dispose d'un budget pour gérer ces réunions et ses coûts. Le CDRS n'a pas un cent de budget nous faisons partie du budget des RH. Et donc c'est très difficile d'avoir, surtout maintenant vu qu'on est en train de réduire les coûts de tout, c'est très difficile d'avoir quelque chose qui coûte. Tout ce que tu peux faire bénévolement et que tu peux acquérir de façon tout à fait gratuite, il n'y a pas de problème.'

<sup>xl</sup> 'L'avantage c'est que nous avec le comité d'entreprise européen moi je peux dégainer le tribunal les avocats quand on le souhaite si on a un problème sur un sujet c'est là toute la différence aujourd'hui avec le comité mondial RSE.'

<sup>xli</sup> 'Le DRH groupe se sent obligé de venir au CEE et puis c'est prévu comme ça, alors que pour le CDRS, il est pas, il délègue plus facilement.'

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<sup>xii</sup> ‘Des gens qui ne savaient pas trop ce que c'était encore que la RSE, qui ont mis des choses qui leur semblaient réalisables, porteur un peu de progrès et de mobilisation au niveau local.’

<sup>xiii</sup> ‘On a des gens qui sont vraiment montés en puissance sur ces sujets, et certains se retrouvent dans des entreprises, d'autres dans des O.N.G., d'autres dans des syndicats, mais on parle un peu le même langage’.

<sup>xiiii</sup> ‘La maturité de la RSE a évolué partout en fait pas que chez Pernod Ricard ça s'est professionnalisé’.

<sup>xliv</sup> ‘Les salariés ils sont préoccupés d'abord par leur situation personnelle, les thématiques habituelles de négociation sociale, c'est les salaires, les conditions de travail, l'égalité hommes femmes’.

<sup>xlv</sup> ‘Il faut que les salariés puissent avoir une action sur ce thème. Or, en dehors de l'aspect alerte dont on a parlé, c'est pas forcément un thème sur lequel il y a beaucoup de, de grains à moudre.’

<sup>xlvi</sup> ‘La direction était partie pour la renégociation avec l'idée d'avoir un champ beaucoup plus restreint. Nous nous avons des craintes que ce champ beaucoup plus restreint hôte du coup notre droit de regard sur des sujets qui même si nous ne les avons pas vraiment approfondis dans le cadre de l'accord qui était alors encore en vigueur, étaient quand même des sujets pour lesquels on voulait être légitimes à intervenir si nécessaire, donc il y a eu ce compromis à trouver. Et donc parmi les sujets, donc la question de l'environnement, du coup, bon on a accepté la position de la direction ne pas en faire un chapitre en tant que tel de l'accord RSE, et on a du coup cherché à introduire dans certains articles quelques éléments concernant l'environnement qui nous paraissaient être, qu'on pouvait suivre relativement facilement sur le terrain.’

<sup>xlvii</sup> ‘C'est pas que l'environnement n'est pas au cœur des valeurs enfin des préoccupations de la CFDT mais par rapport à la renégociation de l'accord, c'était pas notre préoccupation parce que dans ce domaine-là, on n'avait pas forcément de frustration par rapport aux politiques qui avaient pu être menées par EnergyCo.’

<sup>xlviii</sup> ‘Ce qui a finalement été plus dur, c'est moins de moins de discuter avec les syndicats que de discuter avec nos propres filiales, et notamment nos filiales internationales’

<sup>xlix</sup> ‘Avoir une stratégie qui a été voilà plus directrice a fait énormément de bien au groupe parce que la décentralisation c'est le modèle business mais en RSE c'est pas facile parce que l'union fait la force et en RSE vraiment pour avoir plus d'impact il faut il faut s'unir aux autres.’

<sup>1</sup> ‘Il y a aussi des fournisseurs qui sont un peu incontournables, avec lesquels il faut tisser des liens un peu à long terme.’

<sup>li</sup> ‘On s'est dit non, on va aller au-delà et on va regarder tous nos impacts sur notre chaîne de valeur et donc on a ajouté tout un volet agriculture durable’. ‘On ne va pas que acheter des matières agricoles à des fermiers on va savoir comment ils les produisent et donc c'est là où en fait que s'entremêlent énormément le social et l'environnemental mais c'est aussi un énorme challenge parce qu'on n'a pas le contrôle de ces fournisseurs mais c'est une collaboration avec eux’.

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<sup>lii</sup> ‘On a dit qu'on ferait plus de rapport annuel complet en faisant remonter de toutes les entités ce qui a été fait dans l'année, parce que les entités, c'est vrai qu'elles souffrent un peu de l'exigence de reporting venant de la maison-mère, même si on peut justifier que c'est important, pour eux c'est un travail important. Et donc là, et par contre ce qu'on a souhaité aussi c'est que les syndicats soient des membres du comité de suivi soient beaucoup plus proactifs. C'est-à-dire que ne se contentent pas en fait d'écouter et de critiquer le rapport fait par les directions, mais soient vraiment acteurs d'un accord'. L'idée aussi, c'est que le, c'est que le comité de dialogue serve un peu de dispositif d'alerte sur ces sujets, plutôt que de passer par le dispositif d'alerte du groupe, qui nécessite derrière un traitement assez précis, d'avoir un dialogue un peu permanent avec les syndicats, pour que les syndicats puissent alerter sur des sujets’.

<sup>liii</sup> ‘Et puis le reporting il a aussi ses limites parce que les batteries de chiffres, c'était une des critiques qui avaient été faites au suivi de l'accord précédent, c'est que il y avait chaque année un bilan, alors le bilan, il avait vite fait de devenir fastidieux parce que c'était des séries de chiffres, avec toutes les difficultés aussi d'interprétation de ces chiffres, parce que les chiffres c'est une construction aussi, donc il faut savoir ce qu'il y a derrière les chiffres [...] mais il faut aussi travailler sur autre chose que des chiffres.’

<sup>liv</sup> ‘La RSE ne travaille pas en silo on travaille avec toutes les autres fonctions donc les opérations, les achats les RH le marketing les commerciaux les affaires publiques’

<sup>lv</sup> ‘Une stratégie qui engage les donc des moyens de production, et donc des investissements extrêmement lourds. Donc on est plus vraiment du ressort d'un accord mondial impliquant les organisations syndicales.’

<sup>lvi</sup> ‘Tout ça, c'est énormément d'investissement les gens même je pense qu'une partie de nos salariés s'en rendent pas compte.’

<sup>lvii</sup> ‘Ils sont plus soumis que d'autres types d'activités, aux politiques gouvernementales qui elles-mêmes aussi sont influencées par les orientations européennes. [...] Il faut répondre aussi à ces contraintes de la programmation pluriannuelle de l'énergie, comme on l'appelle en France’. ‘On est hors du cadre de, ce n'est pas lié à l'accord sur la responsabilité sociale et au chapitre sur l'environnement.’

<sup>lviii</sup> ‘Dans la responsabilité sociale d'une entreprise, les achats sont aussi un domaine très, très important parce que c'est aussi par les achats qu'une entreprise a un rapport avec les tiers, et donc c'est important d'avoir en tête cette dimension-là.’

<sup>lix</sup> ‘La direction des achats peut intervenir, s'il y a une thématique achats responsables, elle peut tout à fait intervenir et être invitée, elle est pas dans l'équipe de direction.’

<sup>lx</sup> ‘C'est les opérations et les achats c'est pas les RH qui travaillent avec nous pour notre chaîne de valeur.’

<sup>lxi</sup> ‘Pendant longtemps, c'est le précédent accord qui continuait à être mis en ligne.’

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<sup>lxiii</sup> ‘Même maintenant qu’il est en ligne, il est pas forcément, c’est pas la première chose qui apparaît par rapport aux engagements de responsabilité sociale, puisque là l’entreprise va plutôt parler de ses six engagements, de ses six objectifs de responsabilité d’entreprise qu’elle a pris et sur lesquels elle rend des comptes lorsque son assemblée générale des actionnaires.’

<sup>lxiii</sup> ‘Ils se sont organisés entre eux pour prendre en charge des articles de l’accord, et donc il y a un ou deux ou trois membres du comité de suivi qui sont en charge du suivi de telle ou telle chose, et donc il y en a aussi qui suivent le plan de vigilance. Et donc là, dans le dialogue que j’ai avec eux, l’idée c’était donc d’avoir une séance de travail après le comité de suivi pour bâtir un guide.’

<sup>lxiv</sup> ‘C’est un long travail le devoir de vigilance, à comprendre pour les forces syndicales et les salariés c’est pareil c’est quelque chose qui s’étale dans le temps’.

<sup>lxv</sup> ‘Le devoir de vigilance en fait est venu un peu renforcer tout ça parce qu’il l’a rendu obligatoire donc ce que ça a changé chez nous c’est plutôt d’impliquer des fonctions comme le juridique qui avant n’était pas forcément impliqué mais donc on a régulièrement en fait un groupe de travail donc c’est vraiment RSE achats qui sont en charge du plan de vigilance qui est publié dans notre document de référence mais on a des réunions de travail régulières avec l’audit interne le juridique pour justement revoir ce plan et s’assurer qu’il soit bien en ligne avec notre mentalité RSE et qui respecte la loi.’

<sup>lxvi</sup> ‘La plupart des entreprises ont fait ça, pour ne pas avoir deux dispositifs d’alerte.’

<sup>lxvii</sup> ‘C’était pas dans le cas de l’accord mais c’était dans le cadre de notre dispositif d’alerte mis en place dans le cadre du devoir de vigilance, par un syndicaliste sur un projet dans un territoire d’outre-mer où il y avait des risques de dégradation de la mangrove’.

<sup>lxviii</sup> ‘On a mis dans les années pareil 90 on a mis au point des technologies pour brûler de façon beaucoup plus propre le charbon pas très bon de Gardanne’.

<sup>lxix</sup> ‘Le projet eco combust à la centrale du Havre sur lequel vous trouverez aussi des infos sur laquelle la CGT essaye quand même de se bagarrer parce que en faisant des projets de taille raisonnable dans des zones où il y a pas de problème d’appro en biomasse etc. il y a quand même moyen de faire de tester des technologies un peu innovantes voilà mais mais c’est pas facile’.

<sup>lxx</sup> ‘L’énergéticien bas carbone de référence dans le monde, et cette, cette ambition, EnergyCo peut l’asseoir sur un atout majeur qui est le nucléaire, qui est le mode un mode de production d’électricité qui ne rejette pas de CO<sub>2</sub>, mais aussi un parc hydraulique important et par ailleurs une implication dans les énergies renouvelables importante, l’éolien et le photovoltaïque. Alors ils sont évidemment historiquement beaucoup moins présents dans le groupe EnergyCo, mais qui depuis deux décennies ont, ont énormément pris de place au sein du groupe, du groupe EnergyCo’.

<sup>lxxi</sup> ‘On va même plus loin dans la diminution de l’impact de la production d’électricité à partir d’énergie fossile puisque EnergyCo carrément ferme ces sites de production d’énergie électrique à base de charbon, fuel et gaz’.

<sup>lxxii</sup> ‘Il y a deux ans en arrière quand on a fini l’usine on a couvert toute une partie de la nouvelle usine de panneaux solaires [...] ça fait que aujourd’hui on a on a pratiquement 80 % de notre

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électricité que alors vous avez pas le droit de consommer l'électricité que vous fabriquez vous-même d'accord mais l'électricité qui est faite sur le site elle est redistribuée dans le réseau mais ce qui fait qu'en gros on a 30 % allez on va arrondir à 30 % d'électricité verte qu'on achète au barrage de Génitia donc de l'électricité verte'.

<sup>lxxiii</sup> 'Comme un enjeu pour l'entreprise aussi bien que l'enjeu industriel que l'enjeu économique que l'enjeu financier' [...] 'on est producteur d'énergie donc clairement si à un moment si on se sent pas responsable sur ces aspects-là bah c'est qu'on est inconscient quoi et puis on paiera on paiera la facture à un moment ou l'autre'.

<sup>lxxiv</sup> 'Je pense que à un niveau plus ou moins élevé toutes les entreprises le font voilà j'ose espérer'.

<sup>lxxv</sup> 'La réflexion a vraiment été poussée et c'est pas alors l'usine la nouvelle usine on a encore amélioré ces données mais ça a vraiment été vraiment dans l'ADN de l'usine de 1965 de se dire il faut que l'empreinte de notre entre de notre industrie soit le plus bas possible voir même si possible neutre pour la nature donc c'est énormément d'investissement énormément d'entretien c'est des équipes qui sont dédiées à l'année sur ce sujet-là'.

<sup>lxxvi</sup> 'Le slogan l'énergie est un bien précieux, économisons-la, c'est pas qu'un vœu, une vue de l'esprit, c'est quelque chose qui est infusé dans l'esprit commercial de l'entreprise depuis de nombreuses décennies'.

<sup>lxxvii</sup> 'La plupart des groupes les aspects environnementaux ils sont surtout en protection par rapport à eux-mêmes et par rapport à leur image voilà après est-ce que certains le font on va dire avec du naturel parce que ils se sentent concernés je sais pas j'ai pas j'ai pas la réponse j'espère que oui en tout cas'.

<sup>lxxviii</sup> 'Quand l'Allemagne s'est mis à parler de milliards investis dans l'hydrogène bah bien évidemment que ça a réveillé les français très rapidement que bah les Français quand je dis les Français c'est quoi c'est les gros acteurs c'est des EnergyCo des Total des machins qui se sont dit à ben tient si les Allemands mettent 9 milliards là-dedans on a intérêt à se dépêcher ça veut dire que si on n'est pas dans le train on sera pas dans on sera pas dans l'équipe du futur qui sera en position de gagner'.

<sup>lxxix</sup> 'On s'arrête pas juste à sa petite entreprise qu'on se dise je participe à un espèce de de plan mondial qui fait que à ma à mon échelle et bien il y a des choses qui sont voilà qui sont en train de de fonctionner et j'en fais partie faut qui un élan'.

<sup>lxxx</sup> 'Une cessation d'activité d'une entreprise ou une restructuration profonde on sait pertinemment que ça affecte on va dire un périmètre beaucoup plus large que celui du site à proprement dit c'est-à-dire que il peut y avoir une remise en question du bassin économique du bassin d'emploi dans lequel évolue l'entreprise enfin votre filiale mais également de par sa spécificité et son métier elle peut avoir des impacts sur l'environnement' [...] 'le quotidien sur le fonctionnement d'une centrale qui n'amènerait pas une catastrophe mais qui ne serait pas entre guillemets surveillés ça peut avoir des impacts environnementaux bien évidemment et puis et puis en dehors du site donc ça veut dire sur un périmètre qui n'est plus le nôtre'.

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<sup>lxxxii</sup> ‘Le dernier investisseur qui est donc allemand qui voulait développer un projet biomasse et puis il s'avérait que il fallait faire venir la biomasse du Pérou [rire] donc c'était quand même un projet assez risible et sinon progressivement le plan d'approvisionnement se resserrait géographiquement et cette centrale si elle avait vu le jour en étant convertie à la biomasse elle asséchait à 450 km de distance tout l'approvisionnement en biomasse des autres projets donc la papeterie de Tarascon qui avait de la biomasse dans ses chaudières disait oulala comment je vais faire etc. Donc un projet biomasse trop gros ça devient un monstre ingérable de toute façon et il est plus aussi écologique qu'il n'y paraît loin de là donc voilà tout ça est tombé un peu à l'eau’.

<sup>lxxxiii</sup> ‘Il y a énormément d'investissement qui sont faits la déjà depuis quelques années avec les fournisseurs de rPET pour justement essayer d'aller rechercher au maximum les bouteilles à l'extérieur c'est-à-dire que quand je dis à l'extérieur c'est que vous avez encore beaucoup de bouteilles qui traînent dans la nature qui prennent pas les qui sont pas mises dans les bons containers qui sont mises à la poubelle qui sont voilà donc FoodCo investit non seulement pour que le recyclage soit beaucoup plus important parce que même si on n'est pas responsable de cette partie recyclage ça nous incombe par notre image [...] même si on n'a pas beaucoup de marge de manœuvre dessus’.

<sup>lxxxiiii</sup> ‘Quelqu'un qui dans une entreprise aujourd'hui pétrolière ou qui fait du nucléaire ou machin n'est pas forcément anti environnement anti environnement il a aussi des enfants et il a aussi une famille il a aussi peut-être des convictions’.