

International Framework Agreements: global industrial relations between rights and bargaining

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Summary

This paper examines the emergence and the main features of International Framework Agreements (IFAs). IFAs originated in the 1980s and proliferated after 2000. They aim to secure core labour rights across multinational corporations' global supply chains. Global Union Federations, as well as other global (World Company and Works Councils), regional (European Works Councils or European Industry Federations) and national trade union structures, are parties to IFAs. Based on various features of international trade union activity, such as World Company Councils, codes of conduct, the trade and labour rights campaign or international social dialogue, IFAs constitute an important and innovative tool of international industrial relations. An analysis of the substantive and procedural provisions of IFAs leads to an analytical distinction between 'rights' agreements and 'bargaining' agreements. The article assesses the substantive and procedural aspects of the 38 IFAs concluded before June 2005. Finally, key issues such as the scope of agreements, trade union capacity, and global supply chains are discussed in the context of international labour's campaigning, organising and negotiation activities.



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Sommaire

Cet article examine l'émergence et les principales caractéristiques des accords-cadres internationaux (ACI). Les accords-cadres internationaux ont vu le jour dans les années 80 et ont proliféré après l'an 2000. Ils visent à garantir les droits fondamentaux des travailleurs à travers des filières mondiales d'approvisionnement des multinationales. Les Fédérations syndicales mondiales, aussi bien que d'autres structures syndicales mondiales (World Company et Comités d'entreprise), régionales (Comités d'entreprise européens ou les Fédérations syndicales européennes) et nationales participent aux accords-cadres internationaux. Basés sur différentes caractéristiques de l'activité syndicale internationale, telles que les comités mondiaux d'entreprise, les codes de conduite, les campagnes sur le commerce et les droits des travailleurs ou le dialogue social au niveau international, les accords-cadres internationaux constituent un outil important et innovateur des relations professionnelles internationales. Une analyse des dispositions de fond et de formes des accords-cadres internationaux conduit à établir une distinction analytique entre des accords qui se fondent sur les «droits» et ceux qui se fondent sur la négociation. L'article évalue le contenu et les modalités des 38 accords-cadres internationaux conclus avant juin 2005. L'article aborde pour terminer des problèmes clés, tels que la portée des accords, la capacité syndicale et les filières mondiales d'approvisionnement dans le contexte des activités de campagne, de syndicalisation et de négociation des travailleurs sur le plan international.

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Zusammenfassung

Dieser Beitrag untersucht die Entstehung und die Hauptmerkmale von internationalen Rahmenvereinbarungen (IFA). IFA sind in den 80er Jahren entstanden und haben nach dem Jahr 2000 eine weite Verbreitung gefunden. Ziel dieser Vereinbarungen ist es, Kernarbeitsrechte in den weltweiten Lieferketten multinationaler Unternehmen sicherzustellen. Weltgewerkschaftsbünde ebenso wie andere Gewerkschaftsstrukturen auf Weltebene (Weltunternehmens- und Betriebsräte), auf regionaler Ebene (europäische Betriebsräte oder europäische Branchengewerkschaftsverbände) und auf nationaler Ebene nehmen an den IFA teil. Internationale Rahmenvereinbarungen beruhen auf unterschiedlichen Elementen internationaler Gewerkschaftsarbeit wie Weltbetriebsräten, Verhaltenskodizes, der Kampagne für Gewerkschafts- und Arbeitsrechte oder dem internationalen sozialen Dialog und stellen ein wichtiges und innovatives Instrument der internationalen industriellen Beziehungen dar. Der Autor unterscheidet bei seiner Analyse der Bestimmungen der IFA zur Sache und zum Verfahren zwischen Vereinbarungen, die auf die Gewährleistung von Rechten abzielen, und solchen, die auf dem Prinzip der Verhandlung beruhen. Er bewertet die sachlichen und verfahrenstechnischen Aspekte der 38 IFA, die vor Juni 2005 abgeschlossen wurden. Schließlich werden Schlüsselfragen wie Anwendungsbereich der Vereinbarungen, Kapazität der Gewerkschaften und weltweite Lieferketten im Kontext der internationalen gewerkschaftlichen Kampagnen und Organisations- und Verhandlungsaktivitäten erörtert.



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The globalisation of the last decades has challenged (Northern) labour's traditional practices of internationalism at the national and the international level. Organised labour was hit by economic liberalisation, deregulation, privatisation and the emergence of new and vast labour, manufacturing and consumer markets. It also faced severe challenges to establish forms of social dialogue and organisation. Although still on the defensive, there are important developments in international industrial relations, forms of organising and campaigning that pick up historic fragments of international trade union work and adapt them innovatively, often in new alliances, to the contemporary context of a global economy dominated by multinational corporations (MNCs) (see Miller 2004; Greven 2003; Wills 2002; Herod 2001; Russo 1999 for analyses of these campaigns).

As part of these developments Global Union Federations (GUFs) started to conclude what have come to be called International Framework Agreements (IFAs), that is, agreements on fundamental labour rights with MNCs. Based on different sectoral determinants, industrial relations structures and forms of organising, an analytical distinction is drawn between 'bargaining' agreements and 'rights' agreements. This distinction relates to the conclusion, the content as well as the procedure of IFAs.

'Bargaining' agreements, for example, tend to come out of the reactivated World Company Councils of the 1960s and stronger global networks, in particular within the

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International Metalworkers' Federation (IMF) and the International Federation of Chemical, Energy, Mine and General Workers' Unions (ICEM). In this context, the institutional and strategic support of European Works Councils (EWCs) deserves particular attention, as EWCs play a role in concluding IFAs as well as in periodic evaluations and reviews (Müller and Rüb 2002; Rüb 2002). Disputes within the remit of IFAs are dealt with along the hierarchy of industrial relations structures. Called in after local disputes could not be resolved, the IMF, for example, succeeded in gaining trade union rights in a Turkish supplier of DaimlerChrysler; in another case a Brazilian supplier lost its contract as a result of non-compliance with the terms of the IFA (see IMF 2003; Anner *et al.* 2004).

A very different picture can be observed in sectors where trade union strength is uneven and/or where employer strategies traditionally have been more hostile. In this context IFAs are often the result of campaigns at local and global level, aiming to secure organising rights in the first place. The agreement between French hotel and services chain Accor and the International Union of Foodworkers (IUF), for example, was used by the IUF to campaign and organise across the group's global operations (Wills 2002). Another case of this use of IFAs (as well as the difficulties in transnational organising) is the agreement between Chiquita, the IUF and COLSIBA, the Latin-American Coordination of Banana Workers' Unions (Riisgaard 2005).

IFAs can thus result from the activities of different trade union structures and may go part of the way towards establishing regular bargaining relations. They can equally constitute the starting point for putting labour on the map by according it organising rights in the first place. This paper focuses on the emergence of IFAs and, via an overview of their substantive and procedural content, elaborates the distinction between 'bargaining' agreements and 'rights' agreements. The paper concludes by discussing a range of important strategic and innovative issues IFAs raise for trade unions.

An emerging international industrial relations governance

In parallel to major shifts occurring in the world economy, trade unions have developed their political and strategic repertoire. As early as the 1920s (Fimmen 1924), but in a more concerted form since the 1960s (Levinson 1972), trade unionists reflected on the nature of the multinational corporation and its implications for organised labour (Ramsay 1997). For a long time, Global Union Federations (then International Trade Secretariats) worked as peak offices of the international trade union movement, albeit enmeshed in cold war politics; coordinated international solidarity; represented labour in global social dialogue, within the International Labour Organisation (ILO); and tentatively extended their regional membership base and organisation (Windmuller 2000; Fairbrother and Hammer 2005).

As global corporate challenges intensified over the last decades, a crucial tension between organising/campaigning and coordinated social dialogue has become more prominent in labour's repertoire, thereby reflecting the emergence of a new global

political economy. At various times, attempts were made to advance codes of conduct at company level or to develop global campaigns against MNCs, for example with the World Company Councils of the 1960s (Greven 2003; Rüb 2002; Herod 2001; Ramsay 1997). At the same time, efforts to extend social dialogue from established UN forums, from the ILO to the World Trade Organisation, the World Bank and the International Monetary Fund, did not meet with much success. Similarly, the campaign to create a link between trade and core labour rights in the second half of the 1990s produced very few positive results (van Roozendaal 2002; Block *et al.* 2001). Jim Baker, then of the International Confederation of Free Trade Unions (ICFTU), located the problems in conducting international social dialogue in the changing parameters of the global economy.

'In order to appreciate the forces that are moving the social partners to engage in international social dialogue, it is useful to recall the obstacles to collective bargaining and to social dialogue at the national level. The most important obstacles involve the failure of government. For various reasons, including international competition, many governments are not enforcing existing laws such as those that protect workers seeking to join or form trade unions and to bargain collectively and some governments overlook enterprises that avoid their legal obligations as employers.' (Baker n.d.)

Despite these impasses at the level of international social dialogue, the 1990s have to be seen as an important turning point in transnational labour strategy. Parallel to an emerging new global political economy, labour increasingly re-established itself as an actor in this framework and started to shape new practices and institutions of international industrial relations. First, it succeeded in capturing some of the 'corporate social responsibility' terrain through its critical involvement in formulating codes of corporate conduct and, particularly, in promoting core labour rights in the so-called social clause campaign (van Roozendaal 2002; EWCB 2000a; EWCB 2000b). Secondly, labour extended some of the 1960s' World Company Councils work. Trade unions established a number of structures, including councils and networks, in MNCs, thereby laying the foundations for continuous transnational union cooperation (Rüb 2002; EWCB 2001; EWCB 2000c). Thirdly, and related to both of these developments, is the emergence of IFAs (EWCB 2004a; EWCB 2004b). Building on existing industrial relations fragments, IFAs bind fragmented structures and practices at the level of international organisations and MNCs into an interesting governance structure. These agreements

- establish Global Union Federations, as well as World Works Councils, European Works Councils and other regional and national trade union structures, as industrial relations actors at international level;
- extend the reach of company-level agreements to suppliers up the global supply chain; and
- tie company-level agreements on core labour rights to institutionalised social dialogue, referring to multilateral instruments such as the ILO Tripartite Declaration, the principles of the UN Global Compact and the revised OECD Guidelines on MNCs.

IFAs, although still far from a mature industrial relations tool, need to be located at the sharp end of transnational industrial relations organising and campaigning. At this

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point, their strategic advance lies in focusing on voluntary standards (codes of conduct, company bargaining) and multilateral legislative (in the ILO) approaches to labour rights (Block *et al.* 2001) as well as different levels, structures and forms of action of the labour movement. Thus, IFAs tackle the much criticised shortcomings of the codes of conduct (Pearson and Seyfang 2001; Scherrer and Greven 2001) through the use of multilateral social dialogue, while concurrently allowing trade unions to focus their efforts on organising, campaigning and negotiating with MNCs.

The emergence of International Framework Agreements

IFAs developed only slowly throughout the 1980s and 1990s but have recently gained more attention in the ILO's *Report of the World Commission on the Social Dimension of Globalisation* (World Commission 2004), an ILO report on organising (ILO 2004) as well as from the European Commission (2004) and from the G8 (EWCB 2004a: 8). The first IFAs can be traced back to a social dialogue between Danone and the International Union of Food Workers (IUF) that started in the mid-1980s and resulted in a series of agreements. In 1989 a 'Plan for Economic and Social Information in Companies of the [then] BSN Group' and an 'Action Programme for the Promotion of Equality of Men and Women at the Workplace' were signed. These agreements were followed in 1992 by an 'Agreement on Skills Training' and, in 1994, by an IFA proper, the 'IUF/BSN Joint Declaration on Trade Union Rights'. A further very comprehensive agreement was reached in 1997 in a 'Joint Understanding in the Event of Changes in Business Activities Affecting Employment or Working Conditions'.

During the rest of the 1990s IFAs were slow to take off. The IUF subsequently signed an agreement with Accor in 1995, the International Federation of Building and Wood Workers (IFBWW) with IKEA in 1998 and Faber-Castell in 1999, and the International Federation of Chemical, Energy, Mine and General Workers' Unions (ICEM) with Statoil in 1998. Thus, 33 out of the 38 existing IFAs were concluded after 2000 and almost two-thirds were negotiated after January 2002. Before June 2005, the IMF had signed 11 IFAs, while the ICEM had concluded 10 agreements. The IFBWW has negotiated 7 and the IUF and Union Network International (UNI) each have 5 IFAs. At this point IFAs cover MNCs with a total sales figure of \$1 015 550 100 000 at 2003/04 prices and a workforce of 3.3 million (see Table 1). The size of companies ranges from Ballast Nedam and Prym with 4 000 employees to Carrefour, DaimlerChrysler and Volkswagen with more than 300 000 employees. Differences in company size and sector highlight the challenges faced by labour organisations if they are to organise, implement and monitor such agreements, as well as the potential of extending framework agreements along global supply chains.

In the face of this proliferation of IFAs, a definition of an IFA should be sought. The IUF/Danone agreement clearly sets an important benchmark in that it explicitly refers to ILO Conventions (see Table 2 for a list of ILO Conventions referred to in IFAs). The set of agreements at Danone can still be seen as an ideal outcome of the most comprehensive contemporary IFAs. From the point of view of the Global Union Federations,

Table 1: International Framework Agreements

MNC	Headquarter	Main Activities	Sales	IFA
Danone	France	Dairy Products	18 558.0	May 1994
Accor	France	Lodging	8 570.5	June 1995
IKEA	Sweden	Home Furnishings & Housewares Retail	12 408.5	May 1998
Statoil	Norway	Oil & Gas Refining, Marketing & Distribution	50 332.0	July 1998
Faber-Castell	Germany	Office, School & Art Supplies	244.8	Nov 1999
Hochtief	Germany	Construction	13 222.8	March 2000
Ballast Nedam	Netherlands	Construction	1 047.6	March 2000
Freudenberg	Germany	Automotive; Energy; Manufacturing	3 976.2	July 2000
Skanska	Sweden	Commercial & Heavy Construction	18 335.0	Feb 2001
Telefónica	Spain	Telecommunications Services	42 278.3	March 2001
Carrefour	France	Grocery Retail	88 474.3	May 2001
OTE	Greece	Telecommunications Services	6 178.3	June 2001
Chiquita	USA	Fresh Fruit & Vegetable Production	3 071.5	June 2001
Indesit Company (Merloni)	Italy	Appliances	3 775.3	Dec 2001
Endesa	Spain	Electric Utilities	20 925.0	Jan 2002
Fonterra	New Zealand	Dairy Products	7 468.3	April 2002
Volkswagen	Germany	Auto Manufacturing	121 345.5	June 2002
Norske Skog	Norway	Paper & Paper Product Manufacturing	4 179.9	June 2002
DaimlerChrysler	Germany	Auto Manufacturing	192 433.0	Sept 2002
AngloGold	South Africa	Precious Metals Mining & Processing	2 026.0	Sept 2002
Leoni	Germany	Wire & Cable Manufacturing	1 355.4	Oct 2002
Eni	Italy	Energy & Utilities	79 084.0	Nov 2002
ISS	Denmark	Commercial Cleaning & Facilities Mgt Services	6 097.4	May 2003
SKF	Sweden	Industrial Machinery & Equipment Manufacturing	6 777.7	Nov 2003
GEA	Germany	Process & Thermal Engineering	2 181.6	June 2003
Rheinmetall	Germany	Auto Parts Manufacturing	5 332.1	Oct 2003
Prym	Germany	Engineering	313.2	Nov 2003
H&M	Sweden	Apparel & Accessories Retail	8 000.6	Jan 2004
Club Méditerranée	France	Travel Agencies & Services; Lodging	1 913.6	Feb 2004
Bosch	Germany	Auto Parts Manufacturing	45 635.3	March 2004
SCA	Sweden	Paper & Paper Product Manufacturing	13 603.0	April 2004
Lukoil	Russia	Energy & Utilities	33 845.0	May 2004
Renault	France	Auto Manufacturing	55 535.3	Oct 2004
Impregilo	Italy	Commercial & Heavy Construction	3 680.8	Nov 2004
Electricité de France	France	Electric Utilities	64 009.8	Jan 2005
Rhodia	France	Chemicals & Pharmaceuticals	7 154.0	Jan 2005
Veidekke	Norway	Construction	1 707.6	March 2005
BMW	Germany	Auto Manufacturing	60 472.9	April 2005
Total			1 015 550.1	

Notes: 2003 Sales are in Million USD, 2004 figures in italics.

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TU Signatories	ILO Conventions	Employees
IUF	87, 98, 135	89 449
IUF	87, 98, 135	158 023
IFBWW	29, 87, 98, 100, 105, 111, 135, 138; Rec143	84 000
ICEM, NOPEF	29, 87, 98, 100, 105, 111, 138	23 899
IFBWW, IG Metall	29, 87, 98, 100, 105, 111, 138; Rec143	5 500
IFBWW, IG BAU, Hochtief General Works Council	'conditions and standards of the following agreements of the ILO'	34 039
IFBWW	'the relevant conventions and recommendations of the ILO ... such as'	4 000
ICEM, IG BCE	29, 87, 98, 100, 105, 111, 135, 138, 182	32 004
IFBWW	29, 87, 98, 100, 105, 111, 135, 138, 182; Rec143	53 803
UNI, UGT, CC.OO	1, 29, 47, 87, 94, 95, 98, 100, 105, 111, 131, 135, 138, 155, 182; Rec116	173 554
UNI	87, 98, 135	419 040
UNI, OME-OTE	1, 29, 47, 87, 94, 95, 98, 100, 105, 111, 131, 135, 138, 155, 167, 182; Rec116, Rec143	17 169
IUF, COLSIBA	29, 87, 98, 100, 105, 111, 135, 138, 182	21 000
FIM, FIOM, UILM (IMF)	29, 87, 98, 100, 105, 111, 135, 138, 182	19 000
ICEM; FIA-UGT; FM CC.OO	'compliance with international labour standards, and in particular the ILO conventions on trade union freedom and the right to organise and international standards on the respect of human rights'	26 777
IUF, NZDWU	29, 87, 98, 100, 105, 111, 135, 138, 182	20 000
IMF, Group Global Works Council	'The social rights and principles described in this declaration take the Conventions of the ILO concerned into consideration.'	342 502
ICEM, Fellesforbundet	29, 87, 98, 100, 105, 111, 135, 138, 182; Rec143	8 181
DC Enterprise Works Council, UAW (IMF, DC World Employee Committee)	'the nine principles of the Global Compact; principles orientated at the conventions of the ILO'	384 723
ICEM, NUM	29, 87, 98, 100, 105, 111, 138, 182	55 439
IMF, EWC	87, 98	21 392
ICEM; FEMCA-CISL; FILCEA-CGIL; UILCEM-UIL	29, 87, 98, 100, 105, 111, 135, 138, 182	71 497
UNI	1, 29, 47, 87, 98, 100, 105, 111, 135, 138, 155, 167, 182; Rec116, Rec143	245 000
IMF, EMF	138	39 867
IMF, EMF, EWC	29, 87, 98, 100, 105, 111, 138, 182	12 891
IMF, EMF, EWC	29, 87, 98, 100, 105, 111, 138, 182	20 888
IMF, EWC	29, 87, 98, 100, 105, 111, 138, 182	4 002
UNI	29, 87, 98, 100, 105, 111, 135, 138, 182	31 701
IUF, EFFAT	'building on the principles set out in the ILO'	20 333
IMF, Europa Committee Bosch Group	98, 100, 138, 182	232 000
ICEM, EWC, Swedish Paper Workers' Union	(guided 'by ILO Declaration on Fundamental Principles and Rights at Work (core conventions) and SCA's Code of Conduct')	53 000
ICEM, ROGWU	29, 87, 98, 100, 105, 111, 138, 156, 182	150 000
IMF, Renault Group Works Council (and various national trade unions)	29, 87, 98, 100, 105, 111, 138	130 573
IFBWW, FENEAL-UIL, FILCA-CISL, FILLEA-CGIL	1, 29, 47, 87, 94, 95, 98, 100, 105, 111, 131, 135, 138, 155, 161, 162, 167, 182; Rec116, Rec143	12 998
ICEM; PSI; IFME; WFIW, (and various national trade unions)	29, 87, 98, 100, 105, 111, 135, 138, 182	156 152
ICEM	29, 87, 98, 100, 105, 111, 138, 156	20 577
IFBWW, Fellesforbundet, Norsk Arbeidsmandsforbund	29, 87, 98, 100, 105, 111, 135, 138, 155, 167, 182; Rec 143	6 130
IMF, Euro Works Council	29, 87, 98, 100, 105, 111, 138, 182	105 972
		3 307 075

Sources: Global Unions, MNC websites, Hoovers, Faber-Castell, Ballast Nedam, Freudenberg, GEA, Prym: 2002 PPPs.

several of which have drawn up model agreements, the minimum provisions of an IFA are contained in six key points (Nilsson 2002; Interview 04.11.2003):

- it must be a global agreement;
- Conventions must be referenced to the ILO;
- it has to require the MNC to influence suppliers;
- a Global Union Federation should be signatory;
- there has to be trade union involvement in the implementation; and
- there has to be a right to bring complaints.

Table 2: ILO Conventions in International Framework Agreements

Number	Name	Adopted	Core	Ratifications
C001	Hours of Work (Industry) Convention	1919		52
C029	Forced Labour Convention	1930	■	163
C047	Forty-Hour Week Convention	1935		14
C087	Freedom of Association and Protection of the Right to Organise	1948	■	142
C094	Labour Clauses (Public Contracts) Convention	1949		59
C095	Protection of Wages Convention	1949		95
C098	Right to Organise and Collective Bargaining Convention	1949	■	154
C100	Equal Remuneration Convention	1951	■	161
C105	Abolition of Forced Labour Convention	1957	■	161
C111	Discrimination (Employment and Occupation) Convention	1958	■	160
C131	Minimum Wage Fixing Convention	1970		45
C135	Workers' Representatives Convention	1971		75
C138	Minimum Age Convention	1973	■	134
C155	Occupational Safety and Health Convention	1981		42
C156	Workers with Family Responsibilities	1981		36
C161	Occupational Health Services Convention	1985		24
C162	Asbestos Convention	1986		27
C167	Safety and Health in Construction	1988		17
C182	Worst Forms of Child Labour Convention	1999	■	150
R116	Reduction of Hours of Work Recommendation	1962		
R143	Workers' Representatives Recommendation	1971		

Source: <http://www.ilo.org/ilolex/english/convdisp1.htm>

IFAs, therefore, establish a platform for international industrial relations in defining Global Union Federations as legitimate bargaining partners. They clearly move beyond codes of conduct in that they are not mere unilateral declarations, but contain obligations, although not legally enforceable ones. In addition, they deal with government failure by setting global minimum standards and by getting MNCs to accept some responsibility for the labour rights situation throughout the supply chain. Finally, labour is one of the main actors in the implementation as well as a regular monitoring process.

IFAs normally commit MNCs to what has become known as core labour standards within the 1998 ILO Declaration on Fundamental Principles and Rights at Work: that is,

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ILO Conventions 29, 87, 98, 100, 105, 111, 138 and 182, the latter of which was only added in 1999. The distinct advance of IFAs is further highlighted when examining the specific status of these core conventions. The International Labour Conference has come to define these principles as so fundamental that it assumes all ILO members to be bound by them, as opposed to only those who ratified the Conventions in question. IFAs thus transform global unions into bargaining parties vis-à-vis MNCs and make global unions part of a voluntary enforcement mechanism.

A closer analysis of the agreements reveals a number of differences with regard to their form and procedure. Whereas some IFAs emphasise the establishment of fundamental rights, there are others that come much closer to bargaining agreements, in that they contain detailed provisions about regular meetings, deal with a range of issues beyond core labour rights and are meant to be discussed, renegotiated or prolonged after certain intervals. This should not be taken as an exclusionary distinction, but as an analytical one: rights logically constitute the precondition for bargaining and bargaining at international level is not necessarily congruent with established notions of national bargaining.

The early IUF agreements with Danone and Accor can be seen as classic ‘rights’ agreements in that they first establish the conditions for an ongoing social dialogue and the right to bring up issues with the management. This definition, however, does not prevent further evolution after the signature of the agreement. In the case of these two IFAs it was continuing dialogue during a number of conflicts and, in Danone, a further set of agreements, which created the context for regular negotiation over a broader range of issues (Oswald n.d.; Wills 2002). The brief listing of ILO Conventions in the Carrefour and H&M agreements would suggest that they also should be placed in this category. These MNCs, however, had already defined a great deal of ‘social responsibility’ in codes of conduct, so that the framework agreements merely ‘caught up’ with regard to the labour dimension.

A number of the ICEM and UNI agreements come much closer to ‘bargaining’ agreements in that the function, procedure and structure of annual meetings as well as the costs are defined in detail. Works council-style arrangements seem to be the industrial relations model for the bargaining agreements in so far as meetings take place once a year or more often upon request, the headquarter unions have a strong position and, normally, a representative of each of the company’s foreign operations (countries) is invited to attend. A number of agreements contain procedural provisions on the administration of the IFA (often it is the signatory parties that jointly discuss questions of interpretation) as well as the resolution of disputes. The Skanska agreement is probably the most explicit as it provides for an arbitration board which will issue binding decisions. In fact, a large number of IFAs not only look like extended European Works Councils, but were actually established on the back and on the initiative of the headquarter union’s activities in their European Works Council (Tørres and Gunnes 2003; Müller and Rüb 2002)¹.

¹ Of all those European MNCs that signed framework agreements only Ballast Nedam, Telefónica, OTE, Endesa and Impregilo do not have a European Works Council.

What's in it? Substantive issues in IFAs

All IFAs operate on the principle of respecting minimum standards for labour and human rights, as well as complying with national legal and industry regulations. In the light of the number of ratifications of ILO conventions (see Table 2), the potential for IFAs to raise minimum standards in MNCs' foreign operations is vast. This mechanism, however, is mainly valid for the core conventions dealing with fundamental rights; that is, nondiscretionary freedoms or protection. Where IFAs deal with more traditional bargaining issues, such as employment, wages, working time, health and safety, training or restructuring, the phrasing tends to be more opaque and often retreats to the safer ground of 'national legal and industry standards'.

In addition to referring to minimum standards for labour rights, IFAs very often declare a compliance with the UN Universal Declaration of Human Rights, the UN Global Compact, the ILO Tripartite Declaration on the Fundamental Rights of Workers, the OECD Guidelines for Multinational Enterprises and, again in a vaguer version, support 'fundamental human rights in the community and in the place of work' (Statoil) or 'corporate social responsibility' and 'social justice' (Freudenberg). The agreement with GEA includes a particularly ambitious statement:

'[GEA] will support to the best of its ability the combating of underdevelopment in third world countries and stands by its social responsibility. In this context it welcomes the principles of the "Global Company" and within the continuing process of internationalisation supports all the internal and external initiatives of a corporate social responsibility (CSR). It agrees to observe, secure or further extend the generally accepted ILO core working standards and human rights. The guiding principles of the OECD for multinational companies are thus applied by GEA AG!.'

The key areas of IFAs clearly lie in the acceptance of the ILO core conventions regarding

- freedom of association, the right to organise and collective bargaining (C87, C98);
- equality and non-discrimination (C100, C111);
- the prevention of forced labour (C29, C105); and
- the prevention of child labour (C138, C182).

Although all IFAs are referenced to the ILO Conventions, not all IFAs refer to the conventions by number. Differences range from mentioning C138 in the SKF agreement to record numbers in the IFBWW agreement with Impregilo (20 conventions and recommendations) or the UNI agreements with ISS (15), Telefónica (16) and OTE (18). Regardless of reference by number, however, all IFAs, with the exception of the Danone, Accor and Carrefour agreements, commit the MNC to respect all core labour standards. The logic of the exceptions can be seen as 'rights' agreements, that is they refer to the freedom of association and right to organise (C87), the right to organise and collective bargaining (C98) as well as standards on workers' representation (C135). These 'rights' agreements are thus based on the premise that IFAs can be used to

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establish a platform for union strength, which, in turn, is the basis for seeking further advances. As indicated above, a large number of IFAs go beyond these core provisions, in particular with regard to workers' representation, child labour, employment and restructuring, wages, working time, training, and health and safety.

Underlining the 'rights' aspect of IFAs, 18 agreements refer explicitly to Convention 135 on workers' representatives and 8 agreements mention the corresponding recommendation (R143). Whereas ILO Conventions 100 and 111 normally constitute the standard with regard to equality and non-discrimination, Lukoil has further subscribed to ILO Convention 156 on workers with family responsibilities. A more complex situation exists with regard to the fight against child labour. Whereas the majority of framework agreements contain Convention 138 on the minimum age, they also accept the latter's exceptions for some developing countries (the general minimum age of 15 is thereby lowered to 14). Beyond this, companies such as Carrefour and H&M have drawn up codes of conduct that set out strategies to tackle child labour and develop alternative projects.

Many IFAs include provisions about employment: for example, restating employer obligations under labour and social legislation or expressing a preference for stable and permanent employment. Very interesting in this respect are agreements with clauses on restructuring, seemingly a speciality of IUF agreements. Apart from the separate 1997 agreement with Danone, the IFAs with Fonterra and Chiquita also regulate information, consultation and training plans in the case of restructuring. The agreement with Club Méditerranée is also noteworthy as it regulates the international mobility of Club Med employees (in particular that of staff from Turkish villages):

'The parties recognise the need to develop solutions to allow Club Méditerranée service personnel with the required experience and qualifications to hold employment in Club facilities in countries other than their country of origin, inasmuch as this satisfies the needs of the organisation and the wishes of the employee concerned and provided that such arrangements do not imperil employment, working conditions, salary levels and other social conditions for employees in the host country.'

In addition, the agreement provides for a representative from the European Federation of Food, Agriculture and Tourism Trade Unions (EFFAT) to monitor this initiative and commits the company to pay expenses and a set day rate.

The IFA with OTE refers to Conventions 95 and 131 on the protection of wages and minimum wage fixing respectively. A large number of other IFAs contain provisions on national legal and industry standards concerning wages and benefits, or outlaw wage deductions unless expressly regulated by law. The OTE and Telefónica agreements refer to ILO Convention 131, and thus go even further by including common wage standards and a living wage. The OTE agreement reads:

'No worker shall be paid less than the legal minimum wage and [this] shall always be sufficient to meet basic needs of workers and their families and to provide some discretionary income. (ILO Conventions 94, 95 and 131)'

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On working time IFAs often refer to national laws and agreements, and sometimes include a statement about paid holidays. Overtime should be voluntary (OTE, Telefónica, ISS) and overtime pay should not be a substitute for insufficient remuneration (OTE, Telefónica, ISS, GEA). The UNI agreements with OTE, Telefónica and ISS contain further explicit references to ILO Conventions 1, 47 and Recommendation 116. Just under half of the existing IFAs specifically mention education and training, mostly though in a very general sense. Whereas the SCA and SKF agreements expressly support job enrichment, the 1992 Danone agreement on skills and training is probably the most extensive. The IFAs in Statoil and Lukoil also include a provision for specific training regarding the implementation of the IFA. The former, for example states that:

‘NOPEF/ICEM and Statoil will cooperate in developing joint training arrangements covering those issues – and their implementation – dealt with in this agreement. This will include appropriate training in health, safety and environmental best practice for union delegates from countries where Statoil is the operator. It will also include management training programmes within Statoil. The cost of NOPEF/ICEM involvement in Statoil training programmes may be covered by Statoil, subject to agreement.’

Finally, about three-quarters of IFAs commit to provide safe and healthy working conditions. A good number of agreements also refer to environmental standards. Again, it is the OTE, Telefónica and ISS agreements that expressly refer to the ILO Convention 155, OTE and ISS further include ILO Convention 167.

Overall, three levels of substantive provisions can be distinguished. First, core labour rights are referenced to ILO Conventions and other multilateral standards. Secondly, for issues such as employment, wages, and working time, IFAs tend to accept national legislation. Thirdly, health and safety, training or restructuring are dealt with differently depending on the circumstances of the company and the agreement. ‘Rights’ agreements do not necessarily contain fewer issues, but tend to focus on trade union rights.

Strategic issues

Despite their recent proliferation, the development of IFAs as an industrial relations practice is in its initial stages. This is particularly the case regarding the division of labour within the labour movement in the processes of implementation, representation and monitoring of IFAs. Clearly, it is in the context of their potential as a focus of global trade union practice that IFAs raise numerous exciting questions. This section deals with the scope of IFAs, trade union capacity and global supply chains and explores the implications for campaigning, organising and negotiation.

The scope of IFAs

At this point it is interesting to revisit the earlier narrow definition and ask ‘what constitutes an IFA?’ Historically, Global Union Federations (GUFs) were the leading actors in negotiating IFAs, sometimes supported by the national union at the headquarters of the MNC. The administration of the agreement was a matter for the GUF and

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the MNC. This definition has been widened in more recent IFAs that include global structures, World Works Councils or employee committees, together with regional structures, such as European Works Councils and European Industry Federations. The Renault and EdF agreements were signed by French industry federations, two smaller confederations, and various other national unions that organise in the major operations of the companies. Furthermore, the EdF agreement is also the first IFA signed by two GUFs, ICEM and the Public Services International (PSI), as well as two other global bodies, the International Federation of Mining and Energy (IFME) and the humanist World Federation of Industry Workers (WFIW)².

The history of negotiation of IFAs is normally reflected in the signatories (that is, the GUF on its own, with a national headquarter union, the European Works Council or World Works Council) and, more crucially, in their procedural arrangements. The agreements with Bosch, Club Med, GEA, Leoni, Rheinmetall, SCA and Skanska integrate the respective EWC or a corresponding European structure into the monitoring procedures. DaimlerChrysler, SKF and Volkswagen reserve a similar role for their World Works Councils. For the remaining IFAs it is the respective GUF, often in alliance with the trade unions from the national headquarters, which has the decisive role in this process.

There are a number of material issues behind these developments. First, European Works Councils and global bodies have taken more initiatives to negotiate IFAs, based on their institutional presence and resources. So far, this development is confined to sectors represented by the IMF and ICEM. Second, pushing this point further, a number of international agreements were signed in recent years that do not include a GUF as a signatory. Allowing such a wider definition of IFAs would, according to a survey by the EWCB (2004b; EWCB 2000a, EWCB 2000b), add at least another 7 framework agreements to the list (Air France, CSA Czech Airlines, Ford Europe, General Motors Europe, Suez, Triumph International, Vivendi/Veolia).

Part of such questions can be answered by asking ‘how many ways exist to an IFA?’ Müller and Rüb (2002) analyse different routes to World Works Councils and distinguish between those based on the World Company Councils of the 1960s and 1970s, those that extend EWCs onto the global level, and those that potentially follow the negotiation of global agreements. Turning to framework agreements, there are clearly different institutional platforms and constellations in the negotiation process. Equally, depending on the company and the sector, there are different forms of ‘social responsibility governance’, for example the commitments and codes of conduct by Carrefour and H&M that predate framework agreements.

While this diversity of institutional platforms and paths towards framework agreements needs to be used in positive ways, without becoming worked up about purist definitions of IFAs, there is an important point about the global character of these agreements.

2 The WFIW is an international trade federation of the World Confederation of Labour, a global trade union confederation with Christian roots; the IFME results from a 1994 split from the International Federation of Miners which was created in 1985 in the aftermath of the British miners’ strike.

Ultimately, trade union cooperation across global supply chains can only be successful if it is global. An important way to gain such representation and to link different (North-South) positions within the labour movement is to accord GUFs a central role in this process and to integrate ‘Southern’ unions. If advances from regional or national platforms (European Works Councils or national agreements) can be extended onto the global level, it is crucial to distinguish the process of negotiating an agreement with the actual representative structures and processes of this agreement.

Trade union capacity and IFAs

The question ‘how many ways to an IFA?’ can also be used to think about trade union capacity to negotiate agreements with MNCs, to monitor the agreement and to follow-up grievances at a global level. Manifest in many agreements are the structures of the region and industry, as well as the histories and internal power structures of the trade union movement. The IFAs on the ‘bargaining’ end of the spectrum are normally based on a good institutional representation of the national union within the MNC headquarters and/or the European Works Council. This set-up requires specific capacities at different levels, capacities that are clearly attached to certain structural and strategic choices.

As mentioned earlier, a key innovation of IFAs lies in the recognition of GUFs as negotiation and bargaining partners by MNCs. It is important to recognise, however, that the transnationalisation of bargaining arrangements, or the export of national industrial relations models, can be in the interest of management *and* a strong national union. A Volkswagen spokesperson, for example, is reported as saying:

‘We have enshrined our corporate attitude to conflict resolution ... That approach has been very successful in Germany, and this agreement is now helping us to transfer it to other parts of the world.’ (quoted in Graham and Bibby 2002: 6)

Another crucial issue arises where different capacities at different levels of the labour movement touch on the structures and practices of representation and participation. Although the right of trade unions to bring grievances and to be involved in the monitoring is a key point of framework agreements and is guaranteed in all agreements, there are nonetheless important differences between agreements. A large number of agreements state a subsidiarity principle: that is, a preference to discuss and solve matters at local level before referring them to headquarter management and the relevant GUF. This procedure clearly has to be analysed on a case-by-case basis, depending to what extent regular IFA meetings take place in conjunction with the meeting of the European Works Council or World Works Council. It is noteworthy that some ICEM agreements (Norske Skog, Freudenberg and AngloGold) tailor the monitoring very much to the signatory partners whereas others (GEA and Rheinmetall) state that ‘all the employees have the right to address subjects and problems in conjunction with the agreed principles’.

UNI’s framework agreements illustrate two different approaches. There are some agreements, such as those with Carrefour and H&M, which only contain the basic reference to core labour conventions (the Carrefour agreement only lists ILO Conventions

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87, 98 and 135). These IFAs fit on half a page and contrast markedly with UNI's Telefónica, OTE and ISS agreements. The latter contain extensive substantive and procedural aspects and integrate local trade unions (in the case of OTE and Telefónica) in the administration of the IFA. These different approaches can be traced to UNI's organisational and political history. UNI is the result of a merger in 2000 between Communications International, the International Federation of Commercial, Clerical, Professional and Technical Employees, the International Graphical Federation and the Media and Entertainment International.

Although the relevance of an IFA crucially depends on union organising strength at the local level, it is the inclusiveness in the implementation and monitoring process that guarantees the truly global dimension of IFAs. Normally, even agreements with extensive procedural provisions leave much discretion regarding participation at the review meetings. The Endesa agreement, for example, contains the phrase 'one ICEM representative for each country'. The IFA between Endesa and ICEM is also noteworthy insofar as a large number of trade unions in Endesa's Latin-American operations are affiliates of UNI, rather than ICEM, highlighting the issue of representation on the global level. The significance of this inclusive procedural aspect of IFAs can only be mentioned here and requires further case study research (see, for example, the problems of international campaigning discussed by Miller 2004).

The terms and the practical use of IFAs clearly depend on the resources, forms of organisation and repertoires of action of trade unions at all levels. Apart from the necessity to harness different strategic capacities, there is also a case to reflect on how to link different approaches and forms of action. It is pertinent, for example, that so far no IFAs have been negotiated with North-American MNCs. The absence of such agreements raises the question if it was only employers that were able to resist such initiatives or if North-American labour's established practices of pattern bargaining could be at odds with the agreement-based works council approach. Equally, beyond material constraints of local trade union strength, the 'rights' vs. 'bargaining' distinction could be conceived as a political choice, with different implications for participation and representation.

IFAs across the supply chain

Arguably, one of the most important innovations of IFAs is that they allow trade unions a grip on the global supply chain, thereby extending (core) labour rights beyond national borders. There is considerable potential in using concepts of commodity chain analysis to think about global trade union campaigning and organising (Fichter and Sydow 2002).

Regarding the extension to the supply chain, a number of different concepts can be distinguished. Monitoring stretches from integration of the agreement into the internal corporate audit (Leoni and DaimlerChrysler) to being included in the work of a separate compliance organisation (IKEA). MNCs at the end of buyer-driven commodity chains find advantages in making the framework agreement part of the contractual obligations of suppliers and subcontractors, together with a host of other obligations (Gereffi 1999). A cluster of MNCs can be discerned in this respect which put very

concrete obligations onto their suppliers and to some extent established a complex governance structure of monitoring ‘social responsibility’. H&M, for example, obliges suppliers ‘to let an independent party, for example, an NGO, of our choice make inspections’ (my emphasis):

‘8.2 Monitoring. All suppliers are obliged to always keep H&M informed about where each order is produced. H&M reserves the right to make unannounced visits to all factories producing our goods, at any time. We also reserve the right to let an independent third party (e.g. a NGO) of our choice make inspections, to ensure compliance with our Code of Conduct.’

‘8.3 Non-compliance. Should we find that a supplier does not comply with our Code of Conduct, we will terminate our business relationship with this supplier, if corrective measures are not taken within an agreed time limit. If we find repeated violations, we will immediately terminate the co-operation with the supplier and cancel our existing orders.’

The specific dynamics of buyer-driven commodity chains can explain many of these arrangements and that the supplier-oriented codes of conduct are often more comprehensive and detailed than the respective framework agreement (for example, H&M and Carrefour). Still, it is the framework agreements that open the door to supply chain monitoring for trade unions.

Provisions regarding suppliers are less mandatory in other IFAs. The MNC normally commits to encourage its suppliers to adopt similar principles and standards and will regard such arrangements as a favourable basis for future business relations. In practice, what is more important is that the continuing violation of fundamental rights is seen, in the last instance, as reason to terminate business relations and/or contracts. Again, reflecting the specificity of the construction industry, the agreement with Ballast Nedam comprises very strong formulations about the company’s responsibilities and those of companies at the different tiers of the supply chain:

‘Ballast Nedam acknowledges that it not only bears responsibility for the conditions under which its own employees work but also shares responsibility for the conditions under which the employees of its contractual workers do their work; ... Ballast Nedam requires that its contractual partners shall support this agreement and shall also ensure that it is adhered to by any of their contractual partners who are in any way active in connection with the business activities of Ballast Nedam.’

Agreements such as those at Ballast Nedam and ISS include reference to the specific structure of the sector and suggest that the respect of fundamental labour rights can be an advantage in an industry continuously discussing public procurement regulations and blacklisting:

‘The IFBWW and FNV BOUW will attest Ballast Nedam vis-à-vis state and international institutions and major private clients a particularly positive role as setting a good example of responsible corporate management, the yardstick of which is the implementation of this agreement.’

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Observing the different approaches in IFAs, it is interesting to note that trade unions that campaign globally usually have a thorough knowledge of the global supply chain of their target company. One consequence of this is that campaigns integrate trade unions across space and scale, and are used to develop networks with NGOs (Miller 2004; Greven 2003; Herod 2001; Russo 1999). To make an (very schematic) analytic distinction, it may be argued that IFAs in buyer-driven supply chains function more as 'rights' agreements, reflecting a flatter but more flexible supply structure and a 'social responsibility governance'. In contrast, IFAs in producer-driven chains (with longstanding relations with suppliers and R&D connections) function more as 'bargaining' agreements, some monitoring of which is integrated into the internal corporate audit.

Conclusion

To sum up, it is reasonable and useful to locate IFAs on a continuum of consultation - negotiation - bargaining. Whereas agreements are designed to open up negotiations over minimum standards and 'spaces for bargaining and organising', the exact position in each case depends precisely on the process of organising and bargaining. IFAs have the potential to provide a substantive focus in the form of core labour rights as well as a global reference point constituted by the MNC and its supply chain.

At the same time, IFAs constitute a complex industrial relations tool that requires broad involvement at all stages, from negotiation, implementation, monitoring through to continuous representation, and at all levels of the labour movement. This work can only be achieved in harnessing and combining the strengths of institutional platforms in more flexible campaigns, networks and coalitions with sympathetic NGOs. The experiences of the 1960s and 1970s (Tudyka *et al.* 1978) suggest that networked capacities have to be developed in order to establish concrete practices of internationalism at different levels of the labour movement. Some recent campaigns have illustrated the benefits of such approaches (Wills 2002; Herod 2001). One scenario for a differential focus, based on recent developments, locates the institutional centre with (European) works councils and probably the European industry federations in their involvement in the European social dialogue. The Global Union Federations and national unions, although involved in negotiating and administering IFAs, take on more of a global coordination and campaigning role, allowing for a more versatile alliance of forces.

With regard to strategy and capacity it is important to reflect on the twofold logic of IFAs. Whereas the actual agreement is concluded with an MNC, often with the involvement of a national union and/or the European Works Council, the extension of the IFA along the supply chain emphasises an industrial aspect and certainly a global one. For IFAs to have potential one should remember that the diversity of industrial relations systems (company vs. industry bargaining; single vs. dual channel representation) as well as the uneven distribution between capacity and global legitimacy can only be exploited in a networked approach. IFAs combine multilateral labour standards with MNC-focused negotiations and (potentially) extend labour rights from an MNC to the whole supply chain. Equally, they do not create new actors as such but rather provide platforms and

entry points for labour across different spaces and scales, advances that can only be based on the basis of cooperation and organising.

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³ Links to all International Framework Agreements are available from the ICFTU website: [<http://www.icftu.org/displaydocument.asp?Index=991216332&Language=EN>]. Framework Agreements and Codes of Conduct can also be downloaded from the ILO's Business and Social Initiatives database: [<http://www.ilo.org/public/english/employment/multi/basi.htm>]. A categorisation of substantive and procedural aspects of IFAs can be found in Hammer 2005.

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