The development of local site bargaining in a context of social and territorial responsibility.
Challenges for trade unions
(VP/2013/0358)

[*Guidelines and Check List*

for site bargaining]

Index

Foreword

The European project that has kept us busy as national and European categories was immediately considered, by ourselves first of all, as an exploration of a new territory, based on the possibility of new contract models, linked to the territory and of limited scope in space and time, different from national, territorial or company bargaining to which we were traditionally used to. Few sectors at an Italian level and almost none at a European level have tried to explore this, giving this project a weak and not shared theoretical basis, and a lack of case references for comparison and support.

A feeling of confusion followed the initial enthusiasm at the presentation conference, deep differences emerged and it was hard to even determine a definition of site that was understandable by everyone. The difficulty in identifying the experiences already had in terms of site bargaining was another issue encountered by all participants. We immediately understood that we had to define a bargaining model with no existing relevant experience, we were called to define something adding and building some other thing that was lacking in all the identified experiences. We basically had to fill up a void. The task appeared even harder when we tried to define a European model that would be applicable to 28 countries, most of which had never experienced something similar.

This initial uneasiness was substituted during the European workshop by a positive and proactive environment, when we identified together with the other partners the definitions, intervention modalities, tools and common solutions also in the light of case studies and approaches which were completely different from one another.

In addition to the topic of site bargaining, the project proposed itself to include corporate and territorial responsibility, a well known topic but implemented in different ways in the various European countries.

To the analysis of what was done in Europe and about the fact that in our country social responsibility brought minimal if any relevant results, causing critics to the existence itself of CSR, a new certainty followed, one of external commitment of companies, of suppliers, of the call for tenders chain, stakeholders, and all interested bargaining subjects the would be users of the relevant site, a certainty that a good social responsibility would bring benefits and progress for all those involved. There is a vast land to explore, and fruits to be picked that no one, ourselves included, thought they existed.

We will have to go forward by creating new alliances based on common interest and denominator, on the improvement of working conditions and everybody's life, on the respect of the prerogatives of workers, unions, the general population and anyone who gravitates around the identifies site.

During the comparison with other countries, in addition to the obvious differences in union approach, also due to different social and political histories, other differences in site bargaining emerged.

For example, all participants felt the need to reach a common European model to be shared in its general aspects, and then implemented based on the different cases and national characteristics. The need to identify a general training method was clear, and also an ad hoc site representative, a role identified as the main actor in this typology of bargaining. At the same time, the importance of definitions emerged as key during the project, just as the identifying of temporal and spatial limitations, and the extent of foreseen interventions. To clearly draw a map of actors and subjects to be involved appeared as a priority, as it was defining methods, tools, and a control room to monitor the implementation of what has been done. All this to avoid that scores of pre-emptive agreements could be signed by multiple parts, on issues often identical or similar, without the signing parts knowing about other signed agreements, without a coordination and an overall vision. Just because the local site negotiation represents an innovative model, a necessity has been to clarify and identify the involved actors and interests: a social dimension focusing on the rights' defence of all stakeholders (workers, companies, local communities, etc.)

Such negotiation model represents a challenge, as it is a team play where everybody has to be ready to give up some of its own interests for a wider common interest.

A1. Desk

A 1.1 Site bargaining and CSR: first European level definitions

Facing a lack of rules and of a normative framework on site bargaining, the first difficulties emerged in defining borders and characteristics. It is useful for us to highlight some references present in the Text on Health and Safety (DL n.81), art. 49 where the role of productive site safety workers' representative is described. In the text, productive sites are meant as specific contexts characterized by the simultaneous presence of more companies or construction sites (ports, intermodal transport centres, iron and steel plants, construction sites with at least 30000 workers/day, productive contexts with complex problems linked to the interference of manufacturing and an overall number of average workers over 500). In such contexts, the workers' safety representative for the site is identified among the safety workers of companies operating within the site itself. Collective bargaining establishes identification modalities and the modalities through which the representative exercises his right as conferred by art. 50 in all companies or construction sites in which there are no safety representatives and organizes the coordination among workers' safety reps in the same site. Concerning site agreements, many are signed on health and safety but few on other rights.

The aim of Site bargaining is to elaborate an inclusive model: from a geographical and temporal point of view, with all the subjects "living" in the site, in all its definitions.

The common frame work shall be the life of workers, overcoming the concepts and stereotypes used until now.

Some of these tips are taken from the thesis of Stefano Gasparri from the Università degli Studi di Milano, titled "Regulating work and innovative companies, the industrial relations in factory outlet centres in Italy".

The thesis is focused on the new problems regarding the regulation of work and gives useful indications that, even though limited to a specific case (Outlets), may be used in general for local site bargaining.

While we examine the examples, that we repeat are only relative to Outlets in Italy, it is highlighted that a factor that influenced this was the specific policies on commerce, underlining that element that will emerge subsequently in the workshops, the relation between bureaucracy and institutions. The link between power and institutions gives value to the role of actors, but in a "race to the bottom", transforming in… (op cit) *a vicious circle where the economic imperatives of competition devour any kind of right, be it social or trade union.*

The business initiatives related to the sites are based on ways to coordinate the socio-economic activities that challenge the old balance, and allow those who have the advantage of the first move to exploit a revenue of position, unless the interested actors, be them companies, institutions or trade unions, manage to reach a new compromise. It has to be noted that the simultaneous presence of different employers, micro businesses and a workforce composed largely by

young workers, often females, … is an obstacle to the collective action of workers…*the trade union is a secondary actor.*
(Katz et al. 2003:222).

The actions trade unions may attempt are ADAPTING or TRANSFORMING.

It is interesting (unfortunately in the opinion of who is writing) that: "… de-unionization … is the ultimate form of decentralization…" The trade union finds itself in a weak starting position, but the arrival is not predetermined: we may close the gap through **PROACTIVE STRATEGIES.**

Local site bargaining is, based on the observations done in this perimeter, actually a completely new thing from a bargaining point of view, and represents a true challenge for trade unions.

It is a form of bargaining with mobile borders, a zero sum game, one side wins and the other looses. It may be an extremely useful occasion to reconsolidate the workers' front: the widespread and rapidly expanding precariousness makes it harder to defend rights.

Local site bargaining may create a solidarity not only among categories, but also among different forms of contract, including all those atypical forms of employment that often present the risk of lowering rights for the most well structured workers as well.

The crucial moment for local site bargaining is the **starting one**:

Companies in this moment are uncertain on the results of their investment and as a consequence are willing to pay a price to establish structured working conditions. The motto is: **ACT IN ADVANCE.**

The conclusion of the thesis reads: "…*the conditions that make experimentation possible (regarding site bargaining in outlets) are easily replicable since workplaces characterized by a localized fragmentation of production contain many issues that could be used by the social parts…in any case, the impression is that the **institutional support factors** to local site bargaining are harder to obtain. They require a good capacity of advancing proposals on behalf of the actors, and a resistance to unilateral solutions, often opportunistic.*"

A 1.2 Defining a site and its perimeter

Starting from a semantic point of view, the word site derives from the Latin *situs* – "place, position", which comes from sinere – "to leave" so it means position, location, place, to put or situate something. In general, it may be a plant, a structure with a specific geographical perimeter like a factory or an outlet, a hospital, a university, a shopping centre or a mine.

Although it is hard to give a definition of the term, it is also true that there are some common traits such as:

- The segmentation of workplaces
- Permeable workplaces, like communicating vessels
- Often related to the concept of value chain;

Starting from an Italian legal definition, that regarding proximity bargaining, let us enlarge our investigation thanks to other useful elements. Such kind of bargaining has the objective of reaching agreements that have the aim of regulating work and production, and therefore increase employment levels, the quality of contracts and the working conditions, and also the competitiveness of the company or group.

Starting from these reflections, is it possible to define the difference between a local site and a classical company? Does it exist a criteria to outline precisely the perimeter and establish its bounders?

Even if it is not yet possible to express a European shared definition, the analysed experiences and the comparison path developed give us the opportunity to define some crucial elements:

- A site is a productive context characterised by the presence of different employers (companies or public administrations) and/or by the presence of different collective agreements.
- The labour conditions of workers (from different companies and collective agreements) are also influenced by transversal conditions, such as the impact of a shopping centre organisation on the work organisation of a single shop assistant; a transport worker who works for a mine or a construction site.
- A local site exists if workers share the workplace and the site – totally or partially.
- The presence of different companies and/or collective agreements can be simultaneous or developing over time (such as for the construction sites)

A.1.3 Defining Corporate Social Responsibility

There are different theoretical definitions of Corporate Social Responsibility (CSR), just as there are different modalities through which the various national governments and international The governance institutions have introduced models of social responsibility in their policies[1].

The European Commission has dedicated much attention to CSR, and defines it as the "the voluntary integration of social and environmental worries of companies in their business operations and in their relations with interested parties. To be socially responsible means not only to fully satisfy the applicable juridical obligations, but also to go further and invest more in human capital, in the environment and in relations with other stakeholders.[2]

The European vision favours CSR as a functional tool for the harmonic development of society's interests, one of the strategies to "become a more competitive and worldwide dynamic knowledge economy , capable of sustainable growth and accompanied by a quantitative and qualitative improvement of employment and an increased social cohesion[3].

The European Council of Lisbon in 2000 for the first time deals with the sense of social responsibility of companies, asking them to develop good practices inherent with life long learning, work organisation, equal opportunities, social inclusion and sustainable development.

But the concept and scope of application of CSR defined in the Green Book of 2001 "Promoting a European framework for social responsibility within companies" and following its publication, the European Commission started a series of consultations with civil society organisations, employers' associations and organisations. The objective of the Green Book was to develop a common European framework for CSR, through the participation of stakeholders, whose suggestions are then presented in the Commission Communication of July 2002. The vision that emerges possesses some distinctive traits.

First of all, the **voluntary** nature of initiatives: the adoption of a socially responsible behaviour may not be imposed by law, but must be the result of a free choice of companies.

Trade union organisations, also through bargaining and/or together with other social subjects, may have a determining role in the influence of companies towards the adoption of socially responsible behaviours.

The voluntary adhesion to CSR is not simply a formal act, because it implies an acknowledgement of those new values on which European and global competition are based (transparency, respect of environment), and a change in business strategies, that must take in account responsible behaviours not as a cost, but as an investment. The company having responsibility objectives and is able to self inflict in a transparent way those sanctions foreseen by their own ethic code and by collective bargaining, will see their reputation grow in the eyes of all their stakeholders. To this we must add all those effects caused by

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[1]Cfr. Di Nicola P., Terranova P., *Il pungolo e la leva. Casi e modelli di responsabilità sociale d'impresa*, Rome, Ediesse, 2010

[2]European Commission, *Promoting a European framework for social responsibility in companies,* COM(2001)366,July 2001.

[3]*Conclusions of the special European Council in Lisbon, 23-24 March 2000,*"EU bullettin", n.3, 2000, p.1

CSR practices, both directly (improved working environment, better management of natural resources such as fuel and energy) and indirectly (increased awareness of investors and consumers, improved trust of clients).

The second aspect that defines the EU framework on CSR is going **beyond the law**. Initiatives must go beyond what normally granted by regular rights already foreseen by law, or, where present, by national labour contracts.
The Commission invites to avoid self referring practices (such as charity, or limited to philanthropy) or instrumental (the case of companies promoting mandatory actions as something done for responsibility reasons, thus gaining an economic and image advantage). According to the Commission, this is not about substituting (laws, international conventions, bargaining) but to add voluntary interventions, integrating choices in a renewed model of *governance*. It is the task of trade unions, of social parts and institutions to act as *controllers* of those initiatives that go beyond laws and contracts.
Such initiatives, always according to the Green Book, may be implemented in two dimensions, an internal and an external one, and have an impact on workers and on the external community.
The internal dimension includes actions that allow to manage change and cope social development and an increased competitiveness. There are four kind of actions that a company may initiate: a correct management of human resources; an improvement of health and safety in the working place; adapting to transformation, managing the effects of production on the environment and natural resources.
The external dimension includes initiatives that go beyond the company perimeter, integrating the local community and involving in addition to workers and shareholders, also a wide selection of interested parties.

Intervention areas and CSR initiatives according to the ORSA scale[4]	

INTERVENTION AREAS	INITIATIVES
The area of relations with personnel. Refers to the modalities used by the company in establishing a proactive relationship with all employees, increasing the quality of life and empowering their characteristics.	Activation of communication and dialogue systems with employees, defence of equal opportunities, interventions to favour integration and avoid racial, ethnic or religious discrimination, hiring of foreign workforce, promotion of life long training to develop skills and abilities, creation of favourable working conditions, regular use of tools to evaluate company environment.
Are of *corporate governance*, referring to ownership, structure and functioning of Boards, and relation between	Deals with issues such as: internal composition of government bodies, relationship criteria of boards, role of non executive directors and independent administrators, salary of representatives of government bodies, forms of participation to

[4]ORSA- Observatory on social responibility of companies – Italian database on CSR promoted since 2001 by the Istituto per i Valori d'Impresa ISVI, Sodalitas and Smaer. The database is linked to the network promoted by CSR Europe (www.csreurope.org)

owners, board and management.	company profits (stock options, plans to give stakes to employees) defence of minority stakeholders, public acquisition offers, transparency of government bodies, internal control systems, composition and positioning of advisory boards,.
Area of *accountability* includes all issues regarding reporting tools	Drafting of social report and environmental report. Specific reports are then considered, such as those on safety and quality, or company publications that talk about CSR
Finance area	"socially responsible investing" referring to management of financial assets according to social and environmental criteria.
Marketing area	Topics related to consumer defence: integrity of business practices (advertisement, labelling, sales techniques, pricing), attention to not abuse of dominant positions, defence of privacy, development of sustainable consuming practices. A special attention is given to cause related marketing, meaning those campaigns to promote social causes.
Area of *relations with suppliers*	Defence of workers' rights and respect of environment (*green purchasing*) along the whole supply chain, with particular attention to what happens in developing countries.
Area of relations with communities	Actions on the territory: donations, sponsoring of sports or cultural events, free or favourable concessions of own products/services, free use of equipment, participation to restructuring projects of degraded areas and development of small and medium enterprises
Area of *environmental topics*	Reduction of Energy, water, raw materials consumption and of pollution. Other actions involved such as promoting environmental campaigns, adhesion to sustainable development programs, control of suppliers.

Source: www.orsadata.it

Starting from the definition of the European Commission, the close link between CSR and **sustainable development tools and policies** is clear. A company that wants to contribute to sustainable development by integrating their CSR strategy, must at the same time equip itself with a *multistakeholder* reporting system, which allows the latter to evaluate the validity of CSR initiatives, this orienting investments and consuming practices. A company must also use a reporting system that describes not only their economic performance, but also the environmental and social impact caused by their activities (*triple button line)*[5].

The EU commitment towards CSR has been reaffirmed more than once: for example in March 2005 the European Council has underlined that "to encourage investments and create an attractive context for companies and workers, the European Union must complete the internal market and give herself a more favourable legal framework for companies that must develop social responsibility[6].

In conclusion, we may affirm that starting with the European reference framework, a company is deemed responsible when it goes beyond the legal

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[5]The concept of *Triple Button Line* is described for the first time in the Burtland report. See also: World Commission on Environment and Development, "Our Common Future",WECD,1987.
[6]COM(2005) 658 def.

requirements and invests voluntarily in correct relations with internal and external interlocutors of the company, in human capital, social progress, respect of environment and contributes to improving the quality of life.

With the aim of reasoning on the definition of Corporate Social Responsibility in Europe, it appears useful to recall the OECD guidelines for multinational companies as well[7].

These are a group of recommendations to Governments which signed the OECD Declaration of 27th June 2000 to multinational companies, to adopt "principles and voluntary norms" that will "bring responsible behaviours while implementing applicable laws". Based on the OECD recommendations, companies must be committed to:

- Contributing to progress;
- Respecting human rights;
- Develop capacity building in countries where they operate;
- Encourage the formation of human capital;
- Don't seek illicit favours or exemptions;
- Observe the principles of good company governance
- Self discipline themselves to respect the Society within which they operate;
- Raise awareness among employees on CSR policies of the company;
- Do not harass whistleblowers;
- Encourage suppliers to adopt CSR;
- Do not interfere with local politics

The guidelines in practice ask multinational companies to give their contributions to economic, social and environmental progress in local communities. The scope of application includes all productive sectors and transcends multinational companies, to extend itself to the whole supply chain of all kind of companies, even though the latter are not directly mentioned. The Guidelines regard all adhering Governments, which commit to enacting behaviours aimed at guaranteeing that companies conform to what has been declared in the document; in the relations towards other Governments, they commit to not using the Guide Lines for protectionist or prejudicial reasons against a country, to conform to international rights their own norms regarding multinational companies, to cooperate in goodwill making use if necessary of international controversy management systems deriving from the actions of companies. The Governments must in addition develop a legal framework which must be functional and include a stable macroeconomic policy, a non discriminating treatment of companies, an appropriate system of rules, an impartial implementation of laws and an efficient and honest Public Administration.

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[7] http://www.oecd.org/department/0,2688,en_2649_34889_1_1_1_1_1,00.html

Taking as a benchmark the study carried out in three partner countries (Spain, Ireland, Italy), it emerges that **Corporate Social Responsibility** has taken different roads: not in Ireland, but a diverse approach has been identified in the Mediterranean area unions.

For the Spanish colleagues of CC.OO, CSR has been a fundamental tool that has allowed in some way to balance the fundamental rights of workers linked to the site. It has been "exploited" as a leverage to obtain those elements of "decent work" for workers of the same productive and commercial supply chain of Inditex.

Regarding Italy and the work done in three different territories, it appears that Corporate Social Responsibility, even though its potential has been understood as in Spain, it remains a missed opportunity.

A.1.4 Drawing a map of actors. Who are the stakeholders and the negotiation subjects?

Traditional actor of collective bargaining are: trade unions, companies, alone or through their representation associations, and public administrations.

While approaching site bargaining, it is appropriate to enlarge the horizon of possible involvement and carefully identify the special interests of the subjects at play, and the contribution they may give. It would be best to clear from the start an issue: this possible enlargement does not modify the responsibilities of traditional subjects (workers, companies, P.A.) in relation to the subscription of collective agreements. We must therefore distinguish between the role of negotiation subject and that of stakeholder. Who are the stakeholders and what role may they play?

The term stakeholder was invented in the '60s, with an intentional wordplay with the term *stockholder*, to indicate that in addition to those owning capital, there were also parts that had *something at stake* in the decision process of modern companies with diffused capital. There are different definitions of this concept, but one of the most famous is that given by Prof. Edward Freeman in his book "Strategic management. A stakeholder approach" in which he states: "a stakeholder in an organisation is (by definition) a group or individual that may influence or be influenced by the reaching of company objectives"[8].

A very generic definition, that Freeman itself has contributed to clearing during the years, highlighting the determining factor to identify a stakeholder: capacity to influence and/or be influenced: existence of an expectation towards one or more companies; existence of a contract; existence of an advantage or any form of harm, capacity of company behaviour to respect or violate its own rights; existence of a risk linked to company activities; participation to the human process of creation of shared value.

Based on these definitions, we may identify may stakeholders, that may be classified in different ways, useful to reach the objectives that lay ahead.

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[8] Freeman R.E., *Strategic Management. A Stakeholder Approach*, Prentice, 1984, Boston

For example, Max B.E. Clarkson states that stakeholders are people or groups that have or expect ownership, rights or interests in a company or its activities, present and future[9].

Such rights or interests are the result of transactions or actions carried out by the company and may be of a legal or moral nature, individual or collective. Stakeholders with interests, expectations or rights may be classified as belonging to the same group: employees, shareholders, clients and so on.

He picks up the definition by Freeman to divide stakeholders in two groups. **Primary stakeholders**, meaning groups without which the normal company operations would not be possible; usually investors and shareholders, workers, clients and suppliers, together with what are described as public stakeholders: governments, communities supplying infrastructure and markets, whose laws and rules must be respected, to which taxes must be paid and towards which there are a series of obligations.

If a group of primary stakeholders should not be satisfied and chose to pull out of the company system, in part or totally, the company would be damaged in a relevant way, and would not be able to continue its operations.

The survival and continuous success of the company depend on the capacity of its managers to create sufficient wealth, value or satisfaction for those that belong to a group of primary stakeholders.

Secondary stakeholders are those that influence or are influenced by the company, but are not involved in transactions with it and are not essential to its survival. Based on this definition, the media and a vast number of interest groups, such as local communities, are considered secondary stakeholders. These have the capacity to mobilize public opinion in favour or against the performance of a company and may cause some serious damage. Such groups are against the policies and programs adopted by a company to satisfy its responsibilities or needs and the expectations of its primary stakeholders.

A second definition, that is more useful and consistent in terms of dividing actors and negotiation subjects, is that which divides stakeholders in internal and external.

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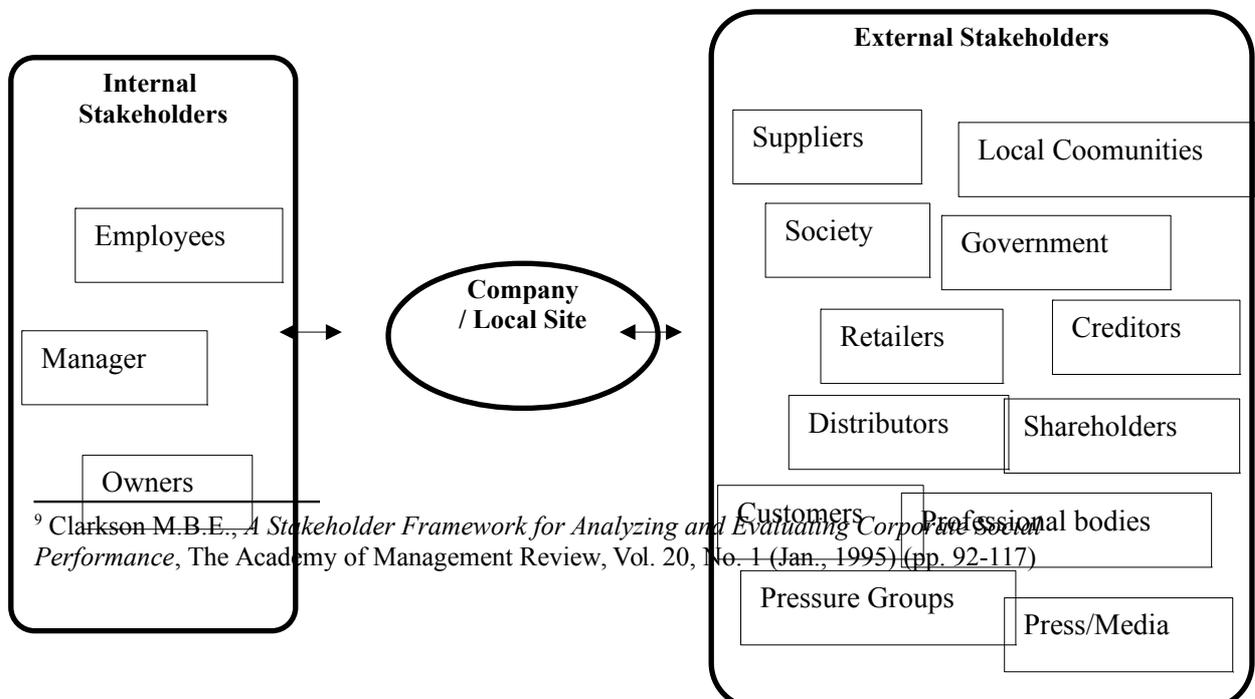
[9] Clarkson M.B.E., *A Stakeholder Framework for Analyzing and Evaluating Corporate Social Performance*, The Academy of Management Review, Vol. 20, No. 1 (Jan., 1995) (pp. 92-117)

There are many other definitions of homogeneous groups of stakeholders, some of which may be very useful both to draw a map of actors, and to carry out an evaluation of individual subjects, also in relation to the construction of an alliance or of social coalitions.

There are no, to our knowledge, specific elaborations of the stakeholder theory in relation to the topic of site bargaining.

It is useful to remind, from a more generic but nevertheless useful point of view, the seven principles of Stakeholder Management, defined by the already quoted Clarkson, that even though aimed at managers, may be valid and adaptable for any context of collective bargaining with a view to social responsibility, and are very useful to understand, also from an operative point of view, how to build a relation between trade union organisations and stakeholders.

Tab. – Principles of Stakeholder Management

Principle 1	Recognise and continuously monitor the expectations of all legit stakeholders and should take in the right account their interests during decisional processes regarding activities.
Principle 2	Listen and dialogue openly with stakeholders on issues such as mutual interests, contributions, and possible risks deriving from their involvement.
Principle 3	Adopt procedures and behaviour modalities that are aware of expectations and capacities of each stakeholder group.
Principle 4	Recognise the importance of the relation between effort and remuneration, trying to reach a balanced distribution of benefits and duties deriving from company activities, keeping in mind the risks and vulnerable points of each stakeholder.
Principle 5	Work in cooperation with other subjects, both public and private, to assure that risks and damages deriving from company activities are minimized and, where not possible to avoid, are rewarded appropriately.
Principle 6	Avoid activities that endanger fundamental human rights (for example right to life) or generate risks that would be unacceptable for relevant stakeholders
Principle 7	Know ho w to recognise potential conflicts existing between: (a) their role as stakeholders in the company (b) legal and moral responsibilities towards their interests of all stakeholders, and should be able to manage such conflicts through open dialogue, remuneration systems, incentives systems and, where necessary, third part monitoring.

The involvement of stakeholders in site bargaining is an opportunity that must always be carefully evaluated, because it may strengthen the process and reduce the risk of social conflicts, especially when the interests at bay are strong and have a social relevance. It is the case, for example, of local contexts with strong social movements and organised groups that may have (and sometimes directly claim this right) an important role in relation to delicate topics such as the environmental ones or health related, or the defence of the territory. The same may be true for clients, stakeholders towards which companies are very careful (or should be).

It is necessary to keep in mind that the involvement of stakeholders is a complex matter, not only when building a dialogue and common activities, but also because one must pay extreme attention to stakeholders that may have objectives only partly integrated with one another, and in some cases are openly in conflict.

A.2 Experiences

A.2.1 Objectives and method

The project aimed at reaching the objective of strengthening the network and *cooperation among the main social parts in the sectors of commerce, services and constructions.*

The objective was to easen the exchange of information and knowledge with the aim of sharing common priorities, guidelines and good practices for an improved governance and management of the site.

The project proposed itself to contribute and strengthen the cooperation among these actors, and to improve the exchange of information and interaction, both at a local and European level, amond local authorities and civil society, where the social parts belong (as indicated by the Commission Comunication "European social dialogue, a force for modernization and change" - COM 2002/341 def -.

The survey and the analysys looked at the different practices of social dialogue relative to specific production sites, trying to highlight solutions, critical aspects and experimenting possible actions related to aspects considered necessary at a local level, and at the bargaining in the working place.

The analysis was conducetd in three countries of the enlarged Europe: Italy, Ireland and Spain. The aim was to facilitate the exchange of experiences and good practices among social parts of different sectors, in relation to site bargaining, and encouraging them to develop their capacities and improve cooperation.

In addition, the role of social parts was explored in relation to site bargaining for territory development, trying to empower social parts in their role as key actors for co-managing local sustainable development and analyse the potential and role that second level bargaining may have in this regard, considering the strong relation between company and territorial level.

An indepth analysis was conducted on the Expo 2015, believing that its implications for territorial industrial relations and territorial development would be a useful laboratory and observation point for our considerations regarding this issue.

The project was implemented in various phases, aimed at reaching objectives following a precise methodology.

Coordination and monitoring

This first phase consisted in identifying the research method based <u>on seven questions</u> so to set a common standard for case study analysis:

1. What is the denomination of the site?

2. Brief description of the site and of stakeholders.

3. What are the used or usable legal tools that define the scenario or that may influence it? E.g. laws, agreements, protocols with institutional parts, etc.

4. What are the usable "bargaining tools"? e.g. collective bargaining, early bargaining, confederate agreements, protocols with institutions, etc.

5. Additional tools such as voluntary certification systems, ethical codes, Corporate Social Responsability, etc.

6. What are the experiences regarding early bargaining, site bargaining, supply chain bargaining? What are the positive and negative aspects?

7. During these experiences and in relation to "workers and work" what are the positive and negative aspects, related also to activities and policies of Stakeholders with different roles and responsibilities?

Desk Research

A research was carried out on this topic – development and challenges of local site bargaining based on CSR towards the territory and companies. The study took in consideration all the involved countries and the European context, concentrating on some case studies proposed by the individual participating countries. During this phase a workshop with all partners was done, to establish a discussion with all partners and share working methods.

Local Analysis (Field research)

The topic was further analysed, considering the impact on the surrounding territory, also identifying the best practices of success stories. The local analysis saw the creation of three national workshops (one for each involved country, for a total of three national reports on individual workshops). In some cases specific meetings were organised on some topics of particular interest. All case studies have been illustrated following the seven questions method, identified by the Project Management coordination.

Exchange seminar and rafting of Guidelines

The research results have been evaluated and organised, to proceed with the drafting of common guidelines through a seminar in Brussels, with all partners' representatives involved.

A.2.3 European countries comparison: common elements and differences

Common elements during workshops			
Item	ITA	IRL	ESP
Confederate and cross sector aspects	x		x
Institutions	x	x	x
Trade union possibility to act	x		x
Trade union control room	x		x
Framework agreements	x	X	X
Clearness and strategic vision	x	x	
Training		x	x
Globalization and union rights	x		x
Trade union brand		x	x

Proceeding with an extreme (but useful) streamlining of the concepts most often discussed during the workshops, the full text of which you may find on the project website, we may list nine items:

- Confederate and cross sector aspects
- Institutions
- Trade unions' possibility to act
- Trade union control room
- Framework agreements
- Clearness and strategic vision
- Training
- Globalisation and trade union rights
- Trade union brand

Given the premises relative to the different contexts in which we may find the European trade union organisations which are active in this project, it is curious to note how, in any case, common points have emerge, in a sort of convergence and juxtaposition.
Specifically, we have found two common elements in all three frameworks, while the other seven points have emerged in common sometimes between Italy and Ireland, and in other cases between Spain and Ireland or Italy and Spain.

A.2.3 Study cases and experiences

The partners that have participated in the project have identified and studied some national experiences. The workgroups have focused on the following cases:

Italy

- Fair of Milan
- Milan - Expo 2015:
- Fruit and vegetables market in Milan
- Petrochemical plants in Ferrara and Ravenna
- Colosseum and Imperial Forum in Rome
- Metro C in Rome
    - University of Roma 3
    - Pompei Archeological area
    - City of Science in Napoli – Bagnoli
- Serravalle outlet in Piemonte:

Ireland

- Becton Dickinson Medical
- Lisheen Mine
- New Boliden Tara Mines

Spain

- Indetex (Zara)
- Barajas airport
- Petrochemical plants

See annex for case studies.

B.1 Scope of intervention

Site bargaining represents a tool able to influence working conditions, manpower fluxes of internal manufacturing and outsourcing, and on all the internal and external context.

B.1.1 Working conditions (Internal company factors)
Much interesting emerged factors are the defences which directly and positively relapse on the labour conditions inside the workplace of a local site.
The principal elements are:

- <u>Logistics</u>: operational plans, internal mobility, management of cafeteria and rest areas;
- <u>Working hours</u>: working hours and shifts; typologies of working activities and composition of working teams;work and rest phases;
- <u>Health and safety</u>: operational plans and safety plans; individual and collective protective equipment, health checks; management of interferences among workers and different productive cycles; Workers' safety representative for the site;
- <u>Salary and work contract</u>: applied contracts and salaries, market labour monitoring and used contract typologies, increase and salary uniformità based on performed tasks, control of Manpower fluxes and fight against illegal job brokerage; management of mobility at end of cosntruction site and of work; productive bonuses.
- <u>Training</u>: training of used professional skills; training corse specifically for subjects on the site; - <u>Trade unon rights</u>: exercise of union rights, relations with equal sector organisations; site union rep, fixed on site union centres.

B.1.2 Supply chain - Outsourcing and tenders
All decision processes that precede or follow an activity or complex system of activities foresee a strategic planning phase, the quality of which may well determine the end result and the level of legality and respect of rights. With this aim, site bargaining may dialogue and take care and operate thanks to some useful tools.

Regarding the supply chain:
- White lists, the presence of EWCs for multinational companies, social responsibility agreements, company marketing and brand protection through adhesion to ethical practices, social and employment related practices and relative to fundamental rights.

Concerning tenders and outsourcing:
- rules for tenders of constructions or services, assignment modalities and selection criteria, rules on assigning subcontracts, cold and hot renting, control

of transport of materials and waste disposal, reduction of harmful elements for workers and the working environment, new technologies and sustainability.

B.1.3 External impacts

The organisation of processes and products, the external contexts that influence or are conditioned by the site are many and may be foreseen and included in site bargaining. These are: local mobility, destination of site in case of temporary activity or closure or change of use; commercial entities that operate in the area and the needs of the local populace; town plans, territorial industrial policies, hydrogeological and seismic conditions.

B.2   Regulation tools

B.2.1   Norm and bargaining

In Europe an homologated situation concerning labour law and representation does not exist. Therefore, it is necessary to intervene with a negotiation level which can contribute to define regulation tools in such different national contexts.

Diverse tools can bring negotiation to this different bargaining level, especially if integrated.

We mention:

- Laws on tenders: national and European directives
- Company qualification (point based licence), white list, anti-mafia laws, requirements of integrity, of legality, technical and professional skills, respect for work laws.
- National laws on health and safety and European directives on workplaces and surroundings.
- National and territorial labour contracts
- Laws/agreements on representativeness

B.2.2   Governance and representativeness

Confederate actions and cross sector actions: these seem to be two common traits in the Mediterranean area. In all the analysed experiences, the trade union organisations have identified the uncertain borders between the various sectors/federations, which are object of site bargaining. It is not a chance that there was an involvement of the Confederation during negotiations, and in both cases, a possible way out of the uncertainty was given by the creation of a Confederate and cross sector *"control room"*. The potential is there to make this a systematic occurrence (during site bargaining), that of bringing together all the male and female workers that with various titles insist in operating for and in the site, with a logic of "togetherness vision" that must be declined in sector bargaining.

It is a strong territorial trait and typically in the DNA of the Mediterranean area.

- Protocols of understanding with the client tenders regarding the implementation of contracts for workers involved in the site, on legality and health and safety, and binding environmental issues, mentioning them in the tender rules of constructions and services.

Facilitating factor: It is key that the agreements are reached in advance, so that they may be included in the rules for tenders of constructions and services and hence recalled in contracts; this allows to rescind the contract in case of a lack of commitment on behalf of the tender winner, and its application may be requested in case of it not being implemented.

- Services conference among subjects involved that will foresee the mandatory participation of the various trade union subjects so that they may represent the various issues and plan activities and inter-ventions that may give harmonious answers to all concerns ex-pressed from the site and its wider social and anthropological context. A consolidated practice of good dialogue between social parts, institu-tions and clients facilitates the possibility to plan in advance.

Facilitating factor: become recognised interlocutors for grass-root bar-gaining, in individual micro and macro businesses.

- Confederate system agreements

The absence of sharing, contamination and coordination among subjects belonging to the various union sectors of the same Confederation remains one of the biggest problems, and forces the union to have a look at themselves in the mirror, and find internal indispensable solutions;

Warning: it is frequent that sector contracts enter a conflict on specific issues.
Facilitating factors: Confederate control room; contamination and harmonization of differences.

It is interesting to note the internal trade union operative proposal of simulating the creation of a contract platform that involves all interested sectors in the site, that start by insisting on the site intended specifically in a geographical sense, and then widen it to include other sites physically related to it, to see which among the various contract elements may be in conflict, so to harmonize them and manage them, and to then evaluate this new additional tool and how it is intertwined with the existing sector contracts.

- Cross sector early bargaining

The common practice of early bargaining in Italy on individual constructions sites, works, or limited to company units, offers some good ideas for the topics that we must face and most of all the ways through which it is possible to define a site governance, a result of a sharing before the approving and start of activities, such as to avoid remediation actions by trade union organisations, and more specifically, to operate in defence of violated rights.

Facilitating factor: beat the draw

- CCNL and CCPL (first and second level bargaining, National and territorial)

The widespread and growing precariousness of the labour market makes it harder to defend rights. Site bargaining may bring solidarity among actions not

only from a cross sector point of view, but also among different contract typologies, including all those atypical working contracts that have no direct representativeness, or that often risk of seeing lowered also the rights of more structured workers.

Facilitating factor: The coordination among interested sector federations may for example cause the extension of good clauses contemplated by specific sector national labour contracts operating in the same site but with different contracts or tasks.

- Social bargaining relative to heterogeneous nature of workers and users

This is a very important issue related not only to the multiethnic aspect, even more important in transnational jobs, but is also just as indispensable in regard to genre distinctions.
Facilitating factor: advanced and favourable elements present in sector contracts with a greater presence of multiethnic workers or women will be socialized and extended to all the site.

- Bilateral bodies for training and security

Bilateral observatories may plan the specific training needs for workers in the site both in terms of professional updates and concerning safety on the workplace and use of methods, materials and innovative and eco friendly equipment.

Warning: network the various bodies and create homogeneous actions.

- Union presence

In very long or big construction sites it is complicated to maintain a fixed trade union presence.
Facilitating factor: establish a fixed place for internal trade union presence.

Warning: such place must be inside or closet to the workplace, and must not be subject to fixed hours by the client, owners or contracted companies.

Facilitating factor: establish permanent services and tutelage services

- Trade union site delegations

Warning: trade union site delegations must answer certain criteria regarding delegations and representativeness, and regarding the management of sector mandates.

- Establishment of a permanent site coordination among union office to plan and resolve disputes in a cross sector dimension.

- Establishment of cross sector members' committee

In big sites where there are more operative phases mostly organised on different shifts in productive cycles that mainly follow each other with no superimposition, this does not represent a limit to site bargaining. On one side it serves to answer the impact caused on the social and economic context of the territory hosting it, on the other it is useful to build frameworks that strengthen the dialogue among stakeholders and grant consistent rules, tools and solutions during the various phases.

Warning: Subscribe separately and with the same interlocutors similar agreements in terms of legality does not benefit the trade union, but instead highlights its weak points.

Facilitating factor: It would be useful to refine the capacity to act quickly and subscribe framework agreements capable of contemplating from the start more practical commitments, and differences among operative phases, to foresee a "alternating involvement" among different categories within the same agreement, so as to not loose potential and efficiency.

B.2.3 Trade union site representative

This person represents the pinnacle of trade union cross sector claims within a complex of different productive cycles. For this reason, he will have to make use of all tools available, regarding contract harmonization, confederate and inter-confederate agreements, representativeness rules, and management of mandates between categories. He will need specific training that could partly be done in a different way based on the European country or based on the differences between individual trade union organisations.

It is therefore a real challenge that emerges from this study, because a truly efficient and innovative trade union site representative will be possible only thanks to the capacity to manage and find a common solution to differences, to face the new challenges presented by the European and global market.

B.2.4 Accountability and reports

One of the most important issues regarding site bargaining is, as highlighted in the various analysed cases, trying to maintain in time the promises made and the capacity on behalf of trade union organisations to verify both the implementation and the effects of the agreements themselves. One of the possible ways to solve this problem is, together with what has already been told about governance, accountability of agreements. Established in the a economic-financial context, the concept of accountability has evolved during the years, taking this wider meaning of capacity of a company or public administration, to be accountable for their actions and behaviours through measuring and evaluation tools, which must be as objective as possible and joined by a transparent management of information.

The accountability of an agreement in a site is therefore the capacity of who has subscribed the agreement to be accountable for their actions and behaviour foreseen by the agreement itself or relative to its implementation.

It is clear that the tools, including indicators and evaluation systems, that will allow a transparent accountability, depend largely on the nature of the content of the agreement. If it appears relatively simple to identify the indicators to evaluate the implementation of an agreement on the improvement of air quality, it is often much more complex to analyse with certainty the effects of an agreement on working hours or the respect of legal controls, for example in the supply chain or tenders. In any case, it is a good thing that in any site bargaining process, accountability is kept in mind, asking the counterpart precise commitments.

Even though it would be possible to elaborate specific solutions for each single agreement, it would be best that on an sensitive matter (for site bargaining and for more traditional forms of bargaining), trade union organisations, at a EU level, start a process of creating tools and good practices that are applicable to different contexts.

As an alternative, it is possible to make use in a functional way of accountability tools already at the company's disposal. This is certainly easier for companies and production sites that already apply the principles of social responsibility.

For example, instead of creating new tools from scratch, it is possible and certainly easier to negotiate adaptations, aimed at accountability and collective agreements, a tool such as the sustainability report, foreseen by EU guidelines on corporate social responsibility. The same reasoning may be applied to social reports, used nowadays by many companies.

B.3   Facilitating factors and warnings

B.3.1   Alliances

In industrial relations, to unite and act as one as a trade union or among different categories has a decisive role in determining the balance of power
Often, the business subject promoting activities on site is a multinational subject (MNC) that is found anywhere in the world.
The lack of respect of workers' rights is found in globalisation and embedded in the concept of value chain. In this case, site bargaining is a useful tool to try and balance or at least compensate partly the unbalance among different workers whose activities "end up" in the site and that are all united by a thin thread.

The strategy of the Spanish colleagues of CC.OO that managed to activate and involve the **European trade union Federations**, something that proved to be a winning decision, is to study carefully and consider as a part of a model for site bargaining.

B.3.2   Time factor (early, middle/long term)

Site governance, a result of sharing among all stakeholders, must happen before the approval and start of activities, to avoid a subsequent remedial action by trade union organisations, and more specifically to operate in defence of violated rights. (*warning*)
The time factor in addition to being an element ,as already said, key to the starting phase, must be carefully considered, because it is in the medium and long term that the risk exists of loosing attention and efficiency, once the agreements have been subscribed and their implementation verified. It is therefore useful to foresee tutelage clauses in the agreements that will allow to maintain them binding even in case of the entrance of new institutional representatives (facilitating factor).
It is also indispensable to organise a cross sector control room that regularly verifies and controls the implementation, so to intervene in a consistent and timely way.

B.3.3   Skills of trade union personnel (training needs)

Any innovative activity puts the issue of marching skills. Especially for local site bargaining, which is an innovative and low exercised action, trade unionists need to empower their competences. Of course, it also depends on the different national trade unions' history and traditions, but what emerged, is a serious training necessity concerning the issues less linked to negotiation: stakeholders' management, corporate social responsibility, specific elements concerning supply chain, governance and accountability tools. It does not exist a European shared and strengthened model about these competences. The experiences collected and analysed during the project are so different, but

share the common evaluation that skills and training are crucial elements for the success of local site bargaining. This is true both for the Irish cases and for the Comisiones Obreras' ones.

The Italian trade union, even though it recognizes the extreme importance of a specific training activity, has not enacted any ad hoc activity until now.

C. A first *travel guide*

What follows is a first operational track set out on the path of local site negotiation in a corporate social responsibility viewpoint. Each step refers to the setting and content of the document .

First steps	Contents
1. Define the site	a. Does the site have a well-defined physical perimeter, is an isolated structure or integrated into a broader local context ? b. How many companies or public administrations are on the site? c. Which sectors belong to? d. How many and which collective agreements are applied? e. The site has a stable configuration or changing over time?
2. Draw a map of actors	a. What are the characteristics of internal stakeholders (employees , managers , property)? b. Who are they and what features have external stakeholders (local communities , providers , advocacy groups, media, customers , etc.)? c. Am I correctly applying the principles of stakeholder management?
3. Locate the areas of intervention	a. On what areas can I intervene through the local site bargaining (eg . Working conditions , supply chain, external impacts)? b. Which are my priorities, and according to what I can define them (the workers' demands , the strategy of the union, opportunities of context , etc.)?
4. Locate regulation tools	a. Which are the tools governing the areas on which I want to intervene? b. At what level can you can intervene with collective action? - General and specific law - Collective agreements - Voluntary tools (eg. quality certifications , ethical codes, etc.)
5. Define the governance tools	a. Which tools are the most appropriate according to the agreement context (eg .Collective agreements, bilateral or trilateral, memoranda of understanding, control rooms , etc.). b. Which system is the more appropriate to build in order to give unitary representation to the local site workers (union garrisons, trade union coordination of the site, the committee of members, local site shop steward, etc.)? c. Do they exist or can I negotiate accountability tools that facilitate the monitoring of local site agreements' respect and impacts (eg . Social Report , Sustainability Report or other)?
6. Assess risk factors and	a. Alliances . Are there other trade unions (national , other

| opportunities | EU members or Community) which have interests and can be involved in the path? In which way?
b. Alliances. Who are the stakeholders having common interests with my own and with whom I can build alliances?
c. Alliances. Are there stakeholders who represent a high risk of conflict ? Which tools can I take action to reduce this risk?
d. Time. Am I intervening in the right moment, in advance or late?
e. Time. Am I providing tools (eg . Safeguards, governance , monitoring) to ensure the validity and application of the agreements in time?
f. Competences. Does the involved union staff have adequate knowledge and skills to face this new challenge ? How can I fill any gap? |

Cloud of common elements resulted from the three experiences: Italy, Ireland and Spain.