

Labour and Environmental Sustainability

French Report

by

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with

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and Audrey Martinez

agreement!

A Green Mentality for Collective Bargaining

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Executive summary

Can social dialogue actors, and more particularly those involved in collective bargaining, take on their social mission from a perspective that takes account of environmental issues? The aim is to study how and why collective bargaining in France has been able to integrate, at this stage of its development, even in infinitesimal doses, the principle of environmental sustainability into labour relations. The postulate consists in overcoming the contradictions (real or supposed) between environmental protection and the functions of labour law. These exist; they cannot be denied (job preservation, strictly professional interests, competitiveness, cultural and technical brakes, etc.). But the observation is clear: no sector can no longer escape the question of the environmental footprint of productive activity. Employees are necessarily associated with it. It is therefore natural for labour law to take ownership of this questioning. This is all the more remarkable since the question goes beyond the framework of activities regulated by the environmental or energy code (classified installations).

Like a living doctrine, social ecology is also spreading more widely in collective bargaining spaces. Trade union organisations are gradually deploying their policies and practices on the subject, no doubt due to the influence of other civil society actors. Current events are prompting them to no longer dissociate social and environmental issues (cf. the Power to Live Pact)¹. It is true that companies did not wait long to develop CSR programmes, with a lot of publicity, involving employee representatives at several levels. The new generations of working people, who make up the rising cohort of workers, are now accustomed to the risks of environmental disturbances (of which global warming is - alas - only one of the most salient aspects). They are sensitive to this; they will change the company and the labour relations that are being built up in it. This is self-evident. Will they succeed? This is another question based on individual and collective responsibilities.

As far as the analysis of the social dialogue is concerned, the environmental progress can be considered timid. However, by delving into the numerous collective agreements, explicit references to environmental protection have emerged - like nuggets. Admittedly, it is imperative to be wary of the magnifying effect of this study, which covers more than 300 agreements. Strictly speaking,

¹ <https://www.pactedupouvoirvivre.fr/le-pacte-en-bref/>.

there is no groundswell of collective bargaining on the subject. It remains centred on the classic problems specific to the company (jobs, working conditions, wages, classification, etc.). The agreements are never exclusively dedicated to the environmental issue. At best, they approach the subject from the more evasive or cross-sectoral angle of CSR or occupational health. So we had to dig deep (and hard) to find these nuggets. But they do exist. Their number is not negligible. The study thus provides a synoptic overview from which it will be possible to draw future conclusions. Can it help to accompany this growing awareness?

The topics of collective bargaining with an environmental sounding (more or less proven) are varied. There are the classic ones relating to health, safety and the environment, especially in high-risk companies. But there are also awareness-raising and promotional actions in favour of eco-responsible behaviour or aid for the transformation of sectors that are moving towards energy transition (green jobs, qualifications, bio-waste, virtuous mobility, reduction of the carbon footprint, remuneration policies, etc.). It is interesting to note that the work of the Citizen's Convention for the Climate (June 2020)² highlighted the challenges of transforming the production apparatus and trades. Many companies will see their activity disappear. Adaptation becomes vital. It is crucial to support companies and employees in this transition. In terms of the environment, innovation can only be technical; it must also be social, and therefore cultural. Social dialogue at all levels (cross-industry, branch, group, company) deserves to play a driving role in accompanying the societal change that future generations will be facing. The 21st century can no longer be satisfied with opposing capital and labour in a sterile and dogmatic manner. It must bring them together to meet a planetary challenge in which everyone must play their part in order to rethink how productive (and consuming) activity can temper its aggressiveness towards living environments (what economists call "negative externalities").

The social partners are beginning to move in this direction, as evidenced by the reform of certain statutes of major confederations. The road is still long and full of pitfalls, even if, at regional level, the European Commission has tried to draw up a very ambitious roadmap (see the Green deal or Green Pact for Europe)³. The Covid 19 pandemic has cut the momentum. However, this pandemic can also be approached from an environmental angle (density of urban areas, conquest of

² The citizens' convention was decided by the President of the Republic. Built on a format of discussion groups based on a conception for participatory democracy, it has 150 members, made up of citizens and representatives of civil society. Its purpose is to formalise proposals with a view to the preparation of possible bills : <https://www.conventioncitoyennepourleclimat.fr>.

³ <https://en.europa.eu/info/strategy/priorities-2019-2024/european-green-deal.fr>.

natural space, disturbance of wild habitats, awareness of the circulation of viruses and other harmful particles, etc.). But in the immediate future, the economic crisis will focus minds on reviving activity by rethinking the externalities of globalisation. Collective bargaining certainly has a role to play in accompanying this revival. Moreover, the geopolitics of the virus will have had an accelerating effect of less aggressive practices for the environment. Telework is the most visible example of this, even if we must also, for the future, guard against its excesses. Collective bargaining, because it constitutes a force for collective commitment, still deserves to consolidate its place, even if it means widening its field of action towards the environmental (and therefore the societal). In this respect, we can plead in favour of extending the field of negotiation devoted to the quality of life at work (QWL) to that of the quality of life at work in its environment (QWL-E). This is, moreover, somewhat initiated by the mobility orientation law (December 2019) which invites the social partners to negotiate on virtuous mobility within this negotiating block. Let's then invite the social partners to have ambitions on this unifying theme. Some have already paved the way.

1. Introduction

The Agreement french report favoured an analytical and synthetic approach in view of the short period devoted to this study. The choice was made to limit the field of investigation. It appeared preferable not to extend the research to all aspects of CSR. This would have been too broad. There was a risk of missing innovative social contractual practices which deserved particular attention. The purpose was to identify eco-responsible commitments, or those related to sustainable development from an environmental perspective, and rather within collective labour agreements. However, the specificity of French law is to separate collective bargaining (conceded to representative trade union organisations) from the information and consultation tools attributed to staff representative bodies (elected bodies)⁴. This distinction applies to the company.

Measuring the existence and consistency of environmental information/consultation with elected staff representatives (at company level) would have required a field survey of a sociological and technical nature. However, it appears that the notion of a negotiated agreement or commitment can go beyond the restricted framework of the strict conclusion of a collective agreement with representative trade unions. Similarly, it appears that in institutionalized areas, the social partners are involved in decisions that contribute to the dissemination of environmental concerns in relation to the social sphere. The bodies for dialogue at national level could not be ignored in view of their power to disseminate ideas and practices. Thus, at the national level, the consultative work of France Stratégie and the Economic, Social and Environmental Council (EESC) deserves to be highlighted, as does the involvement of the National Contact Point (NCP). The NCP verifies the application of the principles applicable to multinational firms adopted by the OECD with a focus on mediation. The institutional anchors of social dialogue have therefore been included as they are part of the societal transformation on the subject. The sources of influence of social standards are multiple. This is part of

⁴ The Social and Economic Committee (ESC since the 2017 reform). The works council and the health, safety and working conditions committee (for the law prior to 2017).

the *challenges of the transformation of the social norm to integrate environmental issues*⁵, hence the development of a social right *with an environmental vocation*⁶.

In view of the time and resource constraints concerning the production of this report, it is therefore not a study of all the CSER requirements that is presented. It should be added that the proposed summary is independent of the analysis of the labour code regulations related to the subject and of the regulations imposed on companies with special risks (e.g. classified as SEVESO or nuclear risk) and which depend on special codes (environment code, energy code). In-depth studies have already been carried out on the subject. They are described in the *Literature review* section, which provides a theoretical introduction to this report. Moreover, the approach of this report is global and not sectoral. It would be relevant, for the future, to refine the research by identifying *green* schemes by sector of activity (e.g. transport, buildings and public works, etc.). Mentioning the specific collective agreements cited in this study could help to extend the analysis.

Therefore, the main target of the analytical part of this research was the collective labour agreements and conventions (point 4: Content analysis). More specifically, it is their clauses that were the subject of an extraction and synthetic analysis. However, the other contractualisation tools were also succinctly summoned to contextualise the approach and give an overall view (e.g. collective contracts concluded with the State, Charters, etc.); they were therefore not totally excluded from the synthesis as they allow it to be contextualised. But from the conventional angle alone, it appears that a number of conventions or collective agreements have already ventured into the environmental field, in a more or less precise manner. This report makes it possible to become aware of this even if, on the scale of national production, this is still marginal or evasive. Nonetheless, companies and trade unions alike are becoming aware of the interest of taking up this subject, which is renewing social policies and even the themes of social dialogue. The convergence between social and environmental issues⁷ could intensify in the near future.

Research was therefore undertaken to identify useful references to environmental protection in collective agreements. The creation of a national database, in which

⁵ In the words of D. BALLARD, *Les défis de la transformation de la norme sociale pour intégrer les problématiques environnementales*, in *Les Cahiers sociaux*, 2017, n. 301, 541.

⁶ A. CASADO, *Le droit social à vocation environnementale*, Dalloz, 2019, 2425.

⁷ J.E RAY, *Vers un droit du travail « verdissant »*, Tribune, AEF, dépêche n. 6169659.

French collective agreements have been included since 2016, was a valuable tool for this research (<https://www.legifrance.gouv.fr>). As with laws and regulations, the accessibility of conventional standards has been remarkably increased as a result. An intern was recruited under this programme to identify *green* references from clauses in collective agreements and conventions at all levels. An interesting collection of several hundred pages (clauses) provides a database extraction of information over the limited time period of the research. It is not this database that is produced here but a synthesis, based on the most significant elements. However, this static database (in table form) is made freely available in the open and collaborative archives of Aix-Marseille University (HAL), under the label AGREENMENT (<https://hal-amu.archives-ouvertes.fr/>).

The main scientific focus of the report is therefore that of the contractualisation of certain subjects related to sustainable development by the social partners (green clauses). This global picture is a first in France. It makes it possible to make an assessment and to draw up perspectives, even if only provisionally (dissemination work will follow). This collective research makes it possible to analyse how and why collective bargaining in France already contributes (or could contribute) to taking into consideration the objectives of sustainable development without excluding economic efficiency. Indeed, the conventional involvement of workers in the management of environmental protection, starting from the accomplishment of their tasks, seems to be a rational and pragmatic way for the company to be inclusive, to better control its negative externalities, but also to better respect pre-existing obligations in terms of health and environmental protection. This is what is promoted by the UN's Sustainable Development Goal n. 8, which aims to link decent work, shared growth and environmental integrity.

Naturally, this national report makes it possible to approach social ecology from the perspective of labour law and more specifically social dialogue and collective bargaining; it is conceived as a “brick” of the common report from the different partners of the project. It is also conceived as a stage in the drafting of the general comparative report which concerns five conventional systems corresponding to five systems of European law. Spain, Italy, the Netherlands, the United Kingdom, etc. will also be involved in the comparative perspective, in the hope that others will join this scientific approach.

The first part of this report is devoted to a review of the literature, which is more legal in nature, providing a synthesis of the doctrine developed on the subject. The other parts deal, more specifically, with the technical analysis of the subject. It

deals more specifically with the state of social dialogue and collective bargaining related to the environmental issue. The report is supplemented by focuses, interviewes or testimonials on specific points. It also contains annexes.

2. Litterature review

This first step of the report is devoted to a review of the literature, which is more legal in nature (but not only), providing a synthesis of the doctrine developed on the subject. French social doctrine is still limited on the subject but its development is continuous. There is still room for investigation on the intersection between sustainable development and social dialogue.

2.1 Beginnings

The Work-Environment theme is a founding one. It concerns the professional activity of men and the relationships they have with nature. This question is not new. Some think that it has always been enshrined in the great bodies of doctrine (meta-doctrines). Two recent examples attest to a renewed interest in this subject. Thus H. Pena-Ruiz tries to demonstrate that Marx is at the heart of socialist ecology (*Karl Marx, Thinker of ecology*)⁸. Human work is a natural and social power in its own right. The original thought of Marx is based on a triptych: materialism/humanism/“naturism” (in the sense of ecology). We do not intend to discuss this point of view here, rather an observation can be made through this literary update. In the perspective of a Marxist economic policy, the ecological question is opportunely reinvested. The ethical perspective of the social doctrine of the Church sheds a different light. A. Bugada analyzed, in a multidisciplinary work⁹, the encyclical letter *Laudato si'*, subtitled *On the safeguarding of the common house*. This papal letter is dedicated to the environmental challenge. The author reads this letter through the prism of labor laws and the environment. The text was proclaimed shortly before COP 21 (Paris Agreement) also to support its adoption. He reinterprets the famous *Let Man have Dominion over the Earth* present in Genesis. The alliance between work and the environment would therefore be a call to an «integral ecology with a social and human dimension».

⁸ H. PENA-RUIZ, *Karl Marx penseur de l'écologie*, Seuil, 2018.

⁹ A. BUGADA, *Dominer la terre – Travail et environnement dans Laudato si'*, in D. AUGÉY, S. SCHWEITZER (eds.), *De l'économie politique à l'économie éthique. Mélanges offerts à Jean-Yves Naudet*, PUAM, 2016, 89.

The evolution of meta-doctrines reveals a contemporary trend. But it is not easy to establish a link with the study of French positive law. For 50 years, some French law specialists have examined the Labor-Environment question. The analysis of collective bargaining remains in its infancy. From the years 1970-1990, ways proposed a convergence. These first linked the “working environment” to “working conditions”. They then emphasized the issues of health and safety at work. Finally, normative interactions between labor law and environmental law have been proposed, notably through the soft law of Corporate Social Responsibility (CSR).

Thus J.C. Cavalier observed that the improvement of working conditions also depended on the external environment (housing, transport, etc.)¹⁰. G. Gollot added in 1977 that the development of environmental law was historically comparable to that of social law in response to a collective awareness of the social aggression of environmental damage¹¹. In the same year, A. Kiss emphasized the close relationship between the two rights. One quote sums up his thinking: «social law is largely aimed at the same goals as environmental law even if the means are different; the quality of life cannot be entirely separated from a minimum level of working or living conditions»¹². But it was the work of Mr. Despax that was a significant first step (1993-1994). This academic organized a symposium published on the subject and then wrote a chapter in a treaty of environmental law¹³. The problem was still addressed prospectively. It aimed at integrating the protection of the environment into labor law¹⁴, with regard to the company¹⁵,

¹⁰ J.C. CAVALIER, *La protection du voisinage et de l'environnement*, Travaux des journées françaises de l'association Henri Capitant, 1979, 328: «improvement of working conditions cannot be separated from others themes, such as quality of life. Is it not artificial to separate work from its external environment, humanize working conditions without concern for habitat or transportation?».

¹¹ G. GOLLOT, *L'environnement et le droit – le droit et l'analyse systémique*, Fondation universitaire Luxembourgeoise, 1977, n. 134-1.

¹² A. KISS, *La place de l'environnement dans les différents systèmes juridiques*, in *The law and the protection of the environment*, Hungary Academy of Sciences, Budapest, 1977, 67-68.

¹³ M. DESPAX, *Environnement et droit du travail*, in *J.-Cl. Environnement Traité*, 1994, n. 982.

¹⁴ *Droit du travail et droit de l'environnement*, colloque SFDE Toulouse 1993, in *Droit et ville*, 1994, n. 37, 4.

¹⁵ Partie 1 de l'ouvrage – *L'organisation de l'entreprise et la prise en compte de l'environnement*, D. GAUTHIER, *Les politiques et les fonctions environnement dans l'entreprise*; P. BOBE, *Du bilan social au bilan écologique*; P. LASCOUMES, *L'assurance des risques environnementaux*.

employees¹⁶ and administrations¹⁷. When he died (1997), the question was abandoned. But his work and that of the academics (including A. Supiot and I. Vacarie) involved in the 1993 conference was a land mark. A. Mazeaud paid homage to him in an article published in a book dedicated to a specialist in Environmental Law (Michel Prieur). The article¹⁸ is still noted for its ambitious views. A. Mazeaud noted that environmental concerns were still not very present in labor law. However, he raised the issue of environmental risks in collective disputes, the termination of employment contracts for force majeure in the event of a natural or industrial disaster, the requisition power of prefects, the unions' right to act for major environmental causes, and as starting point, the development of corporate social responsibility (CSR) with the development of a *soft law* in this area.

Meanwhile, an industrial disaster (AZF plant in Toulouse) provoked reflections on *health and safety in companies*. The legislator passed an important law (Law n. 2003-699) on the prevention of technological and natural risks and the repair of damages. The doctrine then reinvests environmental social law, particularly with regard to companies classified as *Seveso*. A. Bugada developed in several communications¹⁹ personnel protection measures, particularly with regard to collective labor relations in the field of health and safety (staff representation), but also with regard to subcontractors who intervene in high risk companies (supervisory obligation of the head of the user company).

In a feature article, published at the Lamy Social Week, he developed the theme of *the influence of environmental law on labor law*. The aim was to highlight the integration of environmental law into labor regulation (intensification of health standards in the enterprise and regulation of major risks). It also dealt with its influence on economic and social freedoms, particularly with regard to the adoption of the Environmental Charter incorporated in the French Constitution in 2005 (free enterprise, the right to strike, individual freedoms, etc.). The finding

¹⁶ Partie 2 de l'ouvrage – *Les salariés et la protection de l'environnement*, G. BARATHIEU, *La formation écologique dans l'entreprise*; A. SUPIOT, *L'alerte écologique dans l'entreprise*; I. VACARIE, *L'implication écologique du salarié*.

¹⁷ Partie 3 de l'ouvrage – *Administration du travail et administration de l'environnement*, S. CHARBONNEAU, *Analyse comparée des polices de la sécurité du travail et de l'environnement*.

¹⁸ A. MAZEAUD, *Environnement et travail*, in *Pour un droit commun de l'environnement. Mélanges en l'honneur de Michel Prieur*, Dalloz, 2007, 297.

¹⁹ V. not. A. BUGADA, *Hygiène et sécurité du travail – La loi Bachelot du 30 juillet 2003 et la protection du personnel dans les entreprises à risque*, in *JCP E*, 2005, 30.

took into account the dedication of *the obligation of security of result of the employer*. This obligation was developed by the case law concerning occupational diseases derived from asbestos (occupational hazards).

2.2. Developments

The students of Despax (Toulouse) continued the path traced in 1993. Mrs. M.P. Blin-Franchomme and I. Desbarats made an updated synthesis on the subject²⁰. The chapter contains a bibliography and the state of work on the subject in which they participated. From now on, the disciplines (Work/Environment) are no longer necessarily antagonistic. Under the influence of the concept of *sustainable development*, they can converge towards the same objective: the protection of people and the global management of risks. The collaboration of the actors of the prevention is essential to the realization of this common goal. The company is at the heart of health risk management policies. Beyond the objective of protecting people, the issue of environmental responsibility is taken into account. By moving from *the work environment* to *the corporate environment*, this allows employees to be involved in the protection of the environment as such. Three areas of convergence are identified:

1) Enhanced management of risks in the workplace environment: the notion of environment is understood as covering both the physical and social environment. Labor law enshrines the legal treatment of occupational risks, which is part of a comprehensive policy to protect health and safety in the workplace (work accidents and occupational diseases). The employer owes a *security obligation* that requires him to implement a real *prevention policy* on health and safety at work. But, the employees (obligation of security and right of alert) and their representatives (information/consultation) are also actors of this internal prevention.

2) The global management of the protection of the environment and workers in the companies presenting risks: *the safety of the employees becomes an essential condition of environmental safety* and the reinforcement of the prevention of industrial risks became a necessity. The law of 2003 (Law n. 2003-699 mentioned above) provides inter alia the articulation of external rules of administrative police classified facilities for the environment (ICPE) and internal rules of protection of workers.

²⁰ *Environnement et droit du travail*, in *J-Cl. Environnement*, 2008, n. 2330.

3) Increased awareness of the workplace to the business environment: in a social responsibility approach related to the concept of sustainable development, the company is positioning itself as an *ecological actor*. This awareness is concretized first of all by *the articulation between the professional environment and the prevention of the environment* by taking into account the environment in the social policies of company: charters of enterprise; creation of green jobs; employees' *right of alert* in matters of public health and the environment (art. L. 4133-1 c. then by *the articulation between the workplace and the degradation of the environment*, which takes into account the role of the workplace (actor or victim) with regard to ecological risks.

In December 2008, these same authors organize a conference at the University of Toulouse. It is entitled *Labor Law and Environmental Law: Meeting Points and Inflection*. It will be the first publication in 2009²¹, then in an augmented version in 2010 to Lamy²². The subject is treated in a multidisciplinary way. Initially, work and environmental prevention are discussed (chemical risks, mixed risks, ecological risks). In a second time is treated the work and the environmental degradation (the repair of the occupational risks and the repair of the environmental damage). This book provides a panoramic view without exhausting all aspects. But already, it reveals that a community of French law specialists focusing on a subject still to be deepened.

2.3. Further information

Attention is intensifying with doctoral research programs. In the French-speaking world, a Belgian thesis (Université Catholique de Louvain) is noted: D. Jans devotes his study to industrial negative outcomes in a perspective compared to Belgian labor law²³. He is mainly interested in health risks. It assumes that the health concern is common to both rights that have developed in parallel. We are now witnessing a global recomposition of the law on industrial risks. His doctoral

²¹ *Droit et Ville*, Revue de l'institut des Etudes Juridiques de l'Urbanisme et de la Construction, 2009, n. 68.

²² *Droit du travail et droit de l'environnement, Regards croisés sur le développement durable*, Lamy coll. *Axe Droit*, 2010.

²³ D. JANS, *Droit de l'environnement et nuisances industrielles, Approche comparée avec le droit du travail*, La charte, 2007.

dissertation opens the way to a theory on *the interdependence of occupational risks and environmental risks related to industrial development*.

The thesis by C. Vanuls presented at the University of Aix-Marseille²⁴ follows this perspective. The author draws the links between the prevention of occupational risks and environmental risks. It demonstrates their interdependence in a global and normativist perspective (*hard law* and *soft law*). She shows that the environment (in and outside of the company) necessarily involves multiple interactions and influences. She goes on to explore the *notion of risk diversity* identified by A. Supiot, which he defined as «a professional risk with an ecological dimension»²⁵. She also relies on the employer's and the operator's safety requirements to rethink prevention. As such, it is in line with the precautionary principle that deserves, according to her, a deployment in a professional environment. The thesis emphasizes the convergence of the two rights that could benefit the emergence of a common law of "risk". C. Vanuls then developed two aspects in other communications. These are particular focuses. First, she developed, in the wake of A. Mazeaud²⁶, the notion of *collective conflicts of work with an environmental dimension*²⁷, which brings her thoughts closer to social dialogue in an environmental perspective. Industrial risk strikes are mentioned, as well as the right to alert and the role of staff representatives and unions. Then, she supports her wish for a *precautionary principle in labor law*²⁸. She justifies her approach as follows: the extension of the precautionary principle in the field of public health questions its potential in the professional field. French case law on occupational risks pushes the prevention requirement very far; it could go even further in the face of uncertain industrial risks. Finally, her research led her to relevant sectoral studies in two high-risk sectors. The question of *the exposure of workers to ionizing radiation in nuclear installations is considered*²⁹.

²⁴ C. VANULS, *Travail et environnement – Regards sur une dynamique préventive et normative à la lumière de l'interdépendance des risques professionnels et environnementaux*, PUAM, 2014, préf. A. BUGADA.

²⁵ A. SUPIOT, *L'alerte écologique dans l'entreprise*, in *Droit du travail et droit de l'environnement*, Colloque SFDE Toulouse 1993, paru dans *Droit et Ville* 1994, n. 37, 91.

²⁶ A. MAZEAUD, *op. cit.*

²⁷ C. VANULS, *Les conflits collectifs à dimension environnementale, Énergie – Environnement – Infrastructures*, LexisNexis, 2015, n. 7, étude 14, 15-20.

²⁸ C. VANULS, *Regards sur la précaution en droit du travail*, in *RDT*, 2016, n. 1, 16-26.

²⁹ C. VANULS, *Les principes de protection des travailleurs contre les risques d'exposition aux rayonnements ionisants dans les centrales nucléaires de production d'électricité*, in A. BUGADA (ed.), *Énergies, environnement et développement durable*, PUAM, coll. *Espace et développement durable*, 2013, 53-67.

The finding (2013) is based on the influence of the guiding principles governing nuclear law (Radiation Protection, Safety and Justification) on the protection of the health of workers in nuclear power plants. We highlight here the conclusion of the thesis of J. Delamotte (2016) at the University of Nantes on the subject (unpublished) which develops the idea that the law of the radiation protection of the workers is at the same time a right *sui generis* and hybrid. Then there is the chemical risk and in particular *the exposure of agricultural workers to plant protection products*³⁰. According to C. Vanuls, the under-evaluation of the exposed populations, the inefficiency of the means of protection or the difficult recognition of occupational diseases reveal the inertia of the public authorities in this area. This is explained by the fact that the causal link between pesticide exposure and the onset of certain diseases remains controversial.

2.4. CSR and contracting

Most of the above studies emphasize CSR. The literature is voluminous and cannot be exhaustively described here. In this regard, CSR has the advantage of a holistic approach for setting sustainable development goals. In this perspective, two approaches to CSR are relevant to the «work and environment» relationship. On the one hand, there is a *functional approach* whose objective is to make CSR operational: what legal tools to implement CSR? On the other hand, a *normative approach*: which actors, which norms to determine the rules of CSR?

The functional approach to CSR is largely relevant to individual working relationships, whereas the normative approach is more concerned with collective aspects. The first point was mentioned earlier (see above), particularly with regard to the prevention of occupational risks in the company (immediate issues), which are extended by environmental risk management (media issues). Occupational risk management tools are used to prevent environmental risks³¹, whether it concerns the employer's safety obligation, the employee's duty to warn or the role of

³⁰ *La protection des travailleurs agricoles et les maladies phytosanitaires*, in M.L. DEMEESTER, V. MERCIER (eds.), *Agriculture durable. Tome II. De la production agricole à une alimentation responsable*, PUAM, coll. *Institut droit des affaires*, 2018.

³¹ Pour les environnementalistes: P. STEICHEN, *Travail et environnement, le risque écologique causé par l'entreprise au plan communautaire et interne*, in *Droit et ville*, 2009, n. 68, 73. Adde. M. PRIEUR ET AL., *Droit de l'environnement*, 7^{ème} éd., Dalloz, coll. *Précis*, 2016.

employee representatives³² (information, consultation, alert). All the actors of the company can, potentially, be involved in the management of occupational risks with an environmental dimension. Many articles devoted, at least in part, to the environmental implications of working relationships have been the subject of an abundant literature especially in regular columns such as those of Professors F.G. Trebulle and P. Steichen³³.

The normative approach of CSR, on the other hand, presents the interest of opening the reflection on the collective relations of work *lato sensu*. The so-called voluntary standards, which some companies have adopted, have developed: technical standards (ISO, AFNOR), ethical standards (*Global Compact*, OECD principles), certification system (EMAS), adoption of ethical charters or other codes of good conduct. The content of these standards includes principles relating to the health, safety and fundamental rights of employees as well as principles relating to environmental law³⁴. The doctrine has questioned the normative force of norms stemming from CSR. From the point of view of environmental law specialists, these CSR standards are a sign of renewing the sources of environmental law³⁵. Some argue that these are normative forms borrowing from labor law³⁶. Authors have worked on the legal qualification of these standards³⁷

³² Adde aux références déjà citées: *Dossier: Le droit de l'environnement et l'entreprise sont-ils miscibles?*, in A. CASADO (ed.), *Les Cahiers sociaux*, nov. 2017, n. 301, 549-552.

Spécialement sur l'alerte: F.G. TREBULLE, *De l'efficacité comparé du droit et de l'obligation de dénonciation en droit du travail et de l'environnement*, in M. BEHAR-TOUCHAIS (ed.), *La dénonciation en droit privé*, Economica, 2010, 31.

³³ F.G. TREBULLE, chronique *Entreprise et développement durable*, in *JCP E* (depuis 2006); chronique *Droit de l'environnement*, *D* (depuis 2008).

Adde, P. STEICHEN, *Droit du travail*, in *RJE*, 2014, n. 4, 716; *Droit privé et droit économique de l'environnement*, in *RJE* (chronique depuis 2014).

³⁴ M.C. CAILLET, *Le droit à l'épreuve de la responsabilité sociétale des entreprises*, I. DAUGAREILH (ed.), thèse de doctorat, Bordeaux, 2014, 216, n. 238.

³⁵ L. FONTAINE, *Les sources nouvelles en droit de l'environnement*, in *Le Droit et l'environnement*, [Actes du colloque *Le droit de l'environnement*, organisé le 6 avril 2006 par l'Association Henri Capitant des amis de la culture juridique française], Dalloz, coll. *Thèmes et commentaires*, 2010, 33.

³⁶ F.G. TREBULLE, *Les mutations de la norme en droit de l'environnement*, in N. MARTIAL-BRAZ, J.F. RIFFARD, M. BEHAR-TOUCHAIS (eds.), *Les mutations de la norme*, Economica, coll. *Etudes juridiques*, 2011, n. 43, 211.

³⁷ Ch. NEAU-LEDUC, *La responsabilité sociale de l'entreprise: quels enjeux juridiques*, in *Droit social*, 2006, 955; F.G. TREBULLE, *Droit du développement durable*, in *Jurisclasseur Environnement et développement durable*, LexisNexis, fasc. 2400 (sept. 2010); F.G. TREBULLE,

by bringing them closer to the regulatory power of the employer (e.g. corporate rules of procedure) or unilateral decisions encouraged by law. The legislator sometimes goes in this direction by passing from the incentive to CSR to the constraint³⁸. Thus, recently, it has devoted a duty of vigilance of parent companies and contractors³⁹. The law imposes for some companies an obligation to publish a social and environmental risk prevention plan – annexed to the management report – for which the debtor company must ensure the execution at the risk of being held liable. The fulfillment of this new obligation could have implications for labor relations⁴⁰. But especially in an original way, elements of the doctoral thesis of V. Monteillet draw interesting contractual perspectives. It raises the question of whether environmental law can be the subject of contractual policies in private reports⁴¹? Environmental agreements have been analyzed in comparison with collective labor agreements: the challenge is to determine the possibilities of emerging genuine collective environmental agreements. In a supranational perspective, other authors had already considered the integration of an environmental component into collective labor agreements⁴². Some international framework agreements sometimes have an environmental component⁴³. Some authors, like J.E. Ray had already pleaded for an opening of social dialogue on CSR⁴⁴. In a column titled *Environment and Social Law* (2013)⁴⁵, A. Bugada⁴⁶

Responsabilité sociale des entreprises. L'entreprise et l'éthique environnementales, in *Répertoire Dalloz Sociétés*, 2003.

³⁸ I. DESBARATS, *La RSE « à la française: où en est-on? »*, in *Droit social*, 2018, 525.

³⁹ V. MONTEILLET, *Devoir de vigilance des sociétés mères et entreprises donneuses d'ordre*, in *Droit de l'environnement*, mai 2017, n. 256, 195-199.

⁴⁰ V. not. V. MONTEILLET, *Devoir de vigilance des sociétés mères et entreprises donneuses d'ordre*, cit.

⁴¹ V. MONTEILLET, *La contractualisation du droit de l'environnement*, préf. A. PELISSIER, Dalloz, coll. *Nouvelle bibliothèque de thèses*, 2017, vol. 168.

⁴² « Collective agreements covering European Works Councils sometimes extend their competence to environmental policies »: A. MAZEAUD, *op. cit.*, 297, spéc. 306 (l'auteur cite en référence: *Informations de la Commission*, 20 avril 2004).

⁴³ B. SAINCY, *La responsabilité sociale des entreprises: la position des acteurs sociaux*, I. DAUGAREILH (ed.), in *Responsabilité sociale de l'entreprise transnationale et globalisation de l'économie*, Bruylant, 2010, 179. M.C. CAILLET, *th. préc.*: l'auteur mentionne les mécanismes de contrôle prévus par les ACI et par les principes OCDE pour rendre effectif (il est noté que les syndicats ont «saisi» 9 fois le PNC pour le chapitre «environnement», 219).

⁴⁴ J.E. RAY, *De la négociation collective interne au dialogue sociétal externe*, in *Droit social*, mars 2013, 261.

⁴⁵ *Rev. environnement*, Lexisnexis, 2014, chr. 3.

⁴⁶ A. BUGADA, *Environnement et droit social (année 2013)*, in *Rev. Environnement*, Lexisnexis, 2014, chr. 3.

devoted part of the analysis of legal news to environmental social dialogue. Regretting with others⁴⁷, the deficit in this area, it nevertheless developed the contribution of two national collective bargaining agreements concluded in 2013. One focused on quality of life at work (QWL), the other on business competitiveness and job security. The first agreement advocates a comprehensive approach to QWL in the environment in which it is embedded. The second agreement asked the legislator to generalize the consultation of the works councils on the strategic orientations of the company also allowing to appreciate the environmental consequences of its activity. But as mentioned in the introduction, environmental collective bargaining has not really been the subject of a thorough study to date to assess its proven development or not.

2.5. Compagny law CSR based

An important law, known as the PACTE law, adopted in France on 22 May 2019⁴⁸, allows the corporate purpose of companies to be broadened to include greater environmental sensitivity. It is too early to say that it will have a direct influence on collective bargaining or, more broadly, on social dialogue towards environmental protection. However, this perspective should not be excluded, especially when it is known that employee representative institutions must be consulted on the company's strategic orientations⁴⁹, employment conditions and professional training, which may include the objective of reducing the company's environmental impact. Similarly, the social partners may negotiate a collective agreement to determine the content of the information transmitted to the staff representatives (economic and social database)⁵⁰. Some consider that this information, for large transnational companies⁵¹, contains elements on investments and the duty of vigilance, which includes environmental information. The social partners could therefore go further to make the working community

⁴⁷ F. HEAS, *La protection de l'environnement en droit du travail*, in *RDT*, 2009, 565.

⁴⁸ Law n. 2019-486 of 22 May 2019 on the growth and transformation of companies.

⁴⁹ Article L 2312-24 of the Labour Code. – 'Strategic orientations are not defined by law. And it is only exceptionally that a collective agreement addresses them, especially from an environmental perspective. See, however': Company agreement on the expenses incurred by employees travelling to Velo, OVE Foundation, 26 October 2016.

⁵⁰ A.CASADO, *Lanceur d'alerte et protection de l'environnement*, in *Bulletin Joly Travail*, 2019, n. 11, 59.

⁵¹ Those covered by Article L. 225-102-1 of the French Commercial Code.

«the guardian of the ecological transition»⁵². However, if CSR concerns are enshrined in a company's articles of association, the broad CSR guidelines could be subject to the information/consultation procedure if they have an impact on the activity and guidelines laid down in the articles of association. This issue is therefore updated by the PACTE law. With regard to the purpose of companies, this text follows on from the Sénard/Notat report (Ms. Notat was Secretary General of the CFDT from 1992 to 2002), a report entitled: «the *company, a subject of collective interest*» (March 2018). In reforming the Civil Code, three new concepts were legally enshrined: those of social interest, the *raison d'être* of a company, and the status of mission-based enterprise.

First, the Civil Code (Article 1833) adds to the rule that all partnerships must be formed in the common interest of the partners. Paragraph 2 specifies that «the company shall be managed in its social interest, taking into consideration the social and environmental stakes of its activity». Achieving the corporate purpose therefore requires the establishment of a mandatory rule of management – common to all companies – in the social interest of each of them, extended to social and environmental issues, thus going beyond economic issues in their restrictive definition.

Secondly, the legislator has allowed companies (this is an option) to formalise in their statutes a *raison d'être* (mainspring) to give impetus to their corporate purpose. According to Article 1835 of the Civil Code: «The articles of association may specify a *raison d'être*, consisting of the principles with which the company is endowed and for the observance of which it intends to allocate resources in the performance of its activity». The *raison d'être* is then understood as the purpose pursued by the company. For a company, characterizing its corporate purpose means defining what it does; establishing a *raison d'être* means choosing to specify why and how it does it. Several companies, including Veolia, ATOS and Carrefour, have chosen to display a *raison d'être*, initiating a dynamic in the application of these new legal provisions⁵³.

Finally, a company that has a *raison d'être* could qualify as a mission company when «its articles of association specify one or more social and environmental objectives that the company has set itself the mission of pursuing in the course of

⁵² A. CASADO, *Le droit social à vocation environnementale*, Dalloz, 2019, 2425.

⁵³ See press release:

<http://academie-durable.org/wp-content/uploads/2019/05/Communique%CC%81-CERE.pdf>.

its business»⁵⁴. The legislator thus provides a legal framework for this renewed corporate purpose, again optional, with the status of mission-based company. Once the status of *société à mission* has been adopted, the provisions of the articles of association will have to specify the procedures for monitoring the mission pursued by the company. These procedures must provide for a mission committee to be responsible for monitoring the company's mission. It will issue a report attached to the management report submitted to the general meeting responsible for approving the accounts. It is interesting to note that this committee will be distinct from the other bodies of the company, will include "at least" one employee and will have the powers necessary to carry out its mission. In addition, an independent third party body will be required to verify the implementation of social and environmental objectives⁵⁵. One of the first companies in France to adopt such a commitment is MAIF (insurance sector). In other sectors, some have announced it: Meridiam (fund management) and Yves Rocher (cosmetics).

The literature on this change in corporate law is extensive and voluminous; it cannot be quoted here in full⁵⁶. However, it is still little developed in the labour law aspects, particularly with regard to the triptych of information, consultation and collective bargaining in the renewed perspective of environmental protection. One of the difficulties consists in defining the content of the environmental issues concerned (more than the social ones). From this perspective, the scope of the company's duty of vigilance remains much debated as to its intensity: rather an obligation of means for companies and undoubtedly a source of responsibility for the manager (agent) with regard to the other shareholders⁵⁷.

⁵⁴ Article L. 210-10 of the French Commercial Code.

⁵⁵ Decree n. 2020-0 of 2 January 2020.

⁵⁶ See however: P. DELVOLVE, *La loi PACTE et l'entreprise*, in *Revue française de droit administratif*, 2019, 589; J.B. BARTEFY, *Chaque entreprise a une raison d'être*, in *Revue de droit du travail*, 2018, 268; C. CLERC, *Sur la réforme de l'entreprise: l'objet social, objet de réforme sociale*, in *Revue de droit du travail*, 2018, 107; I. DESBARATS, *De l'entrée de la RSE dans le code civil. Une évolution majeure ou symbolique?* (article 61 du projet de loi PACTE), in *Droit social*, 2019, 47. V. MONTEILLET, *Le renouveau de l'objet social de l'entreprise: quelle effectivité dans les relations de travail ?*, in *Gazette du Palais*, 2019, n. 42, 74.

⁵⁷ R. BUTTET, *La prise en considération des enjeux sociaux et environnementaux dans la gestion des sociétés*, in *Bulletin Joly Travail*, 2019, n. 11, 47.

3. Conventional architecture (eco-responsible perspective)

French social dialogue (collective bargaining) is characterised by the existence of three main levels of collective bargaining: the inter-professional level, the branch level and the company level, which does not exclude other interlocking levels (e.g. inter-branch agreements, inter-company agreements and group agreements). Traditionally, collective bargaining is considered to be the monopoly of representative trade unions, but the weakening of the trade union audience and the desire to promote social dialogue in all firms, including small firms, have led the legislator to institute and develop mechanisms for negotiation with other actors.

It is difficult to identify all the reasons that have led to broadening the field of so-called “industrial” negotiations, which are strictly focused on traditional subjects, to include areas relating to sustainable development. Social awareness (including trade union awareness) is one of these factors. Among others, we can also mention the competition with the development of “soft law” (CSR), which by its density and diversity has been able to take advantage of the porosity of more traditional standards and influence the practice of collective bargaining. Major corporations have also perceived the interest in coordinating the action of their members in order to protect their brand image in markets that are sensitive to these ethical issues. However, the entry points of worker health and working conditions were seen as un-compartmentalised. The working environment is linked to external circumstances and vice versa (see literature review). The prevention of work-related accidents has long been one of the preferred themes, it being specified that the increase in the safety obligation, following the asbestos cases, has greatly marked minds and practices.

3.1. Interprofessional level

This interprofessional level involves the trade unions of employees and the recognised representative employers’ organisations in the branches of industry, construction, trade and services. Interprofessional agreements may be concluded at national, regional or local level; the national level is nevertheless preferred. Their main purpose is to set up interprofessional solidarity mechanisms, to set the

guidelines for branch negotiations on essential issues or to prepare legislative reform. In the case of national interprofessional agreements (NIA), the expression “legislative negotiation” is used, as the content of these agreements is often ratified by a subsequent law. Moreover, the legislator has also confirmed the importance of this level of negotiation by enshrining in the Labour Code⁵⁸ the government’s solemn commitment, in the event of a reform project relating to labour relations and vocational training, to organise prior consultation with representative organisations at the national inter-branch level with a view to the possible opening of negotiations. Even though interprofessional negotiations have been declining in recent years (9 agreements concluded in 2018 compared to 18 agreements in 2017)⁵⁹, the importance of these negotiations remains strategic in view of their power to provide impetus. However, few NIAs make it possible to establish a link with sustainable development.

By way of example, however, three agreements may be cited: 1) the 1975 framework agreement on the improvement of working conditions⁶⁰, which states that improvement measures must take account of the physical working environment (temperature, lighting, ventilation, noise, dust, vibration, etc.) both for those living inside the factory and, where appropriate, for those living in the surrounding area. 2) the 2013 *Quality of Life at Work* (QLW) NIA⁶¹ offers a “systemic” social approach to reconcile the improvement of working conditions and the overall performance of the company. 3) The NIA on the *Safeguarding of Employment* (2013)⁶² contains an appendix on the information to be transmitted to employee representatives from the single database (consultation on the strategic orientations of the company). It is stated that economic and social information should also include elements to assess the environmental consequences of the company’s activity.

In recent years, important reforms have changed the role of industry and enterprise bargaining (see below). For this reason, the interprofessional social partners intend to reinvent the interprofessional social dialogue for the future in

⁵⁸ Article L. 1 of the Labour Code.

⁵⁹ La négociation collective en 2018, Bilan et rapport, MINISTÈRE DU TRAVAIL, 2019, 191.

⁶⁰ Framework Agreement of 17 March 1975 amended by the rider of 16 October 1984 on the improvement of working conditions.

⁶¹ NIA of June 19 2013 towards a policy of improving the quality of life at work and professional equality.

⁶² NIA of January 11 2013, for a new economic and social model at the service of the competitiveness of firms and the safeguarding of employment and the career paths of employees.

order to take account of contemporary constraints and deal with subjects of general interest. The French employers responded to the proposals of the employee organisations at the end of 2018 with a proposed agenda⁶³ on major topics, including «the consequences of digital and ecological transitions on the organisation of work». It is therefore likely that the interprofessional level, aware of these issues, will tackle this type of question head-on in the near future.

Some agreements concluded at this level cannot claim the qualification of majority interprofessional collective agreement. The agreement then falls into the evasive category of soft law, even in the broadest fields of the interprofessional or inter-branch. In this respect, the CPME (employers' confederation of SMEs) signed a "deliberation" on CSR in VSE-SMEs in⁶⁴ 2017 with five trade unions⁶⁵. The unanimity on the side of the employee confederations contrasts with the employers' division since the other employers' interprofessional organisations did not sign the document. The aim of this deliberation (which takes the form of an agreement) is to encourage the professional branches and to offer them an experimental framework to identify sectoral indicators and to encourage CSR approaches in small enterprises (within the meaning of the ISO 26000 standard). The main thrusts of this deliberation call for: clarifying the role of representative institutions in CSR, negotiating model CSR agreements, creating monitoring indicators, promoting framework agreements between major principals and subcontracting SMEs. The deliberation also encourages the labelling and the amplification of the mobilization in favour of environmental protection. The targeting of VSEs is interesting, especially since a national survey considers that less than one employee in two (44%) believes that their company is committed to the environment (BVA survey for Club MediaRH, April 2019). We are indeed in the presence of an agreement (in the sense of a general commitment) that intends to make CSER a tool for strengthening social dialogue.

⁶³ Proposed social agenda dated October 10 2018, by MEDEF (Mouvement des entreprises de France), CPME (Confédération des petites et moyennes entreprises) and U2P (Union des entreprises de proximité). –V. Liaisons sociales Quotidien, October 12 2018, 2.

⁶⁴ Joint deliberation of the social partners on CSER in VSE-SMEs of December 21st 2017, Liaisons sociales Quotidien, June 18 2018, 2.

⁶⁵ CFDT, CFE-CGC, CFTC, CGT and FO.

3.2. Professional branches

The professional branch level remains a privileged level of collective bargaining. Following recent reforms (2016-2017), the branch is now vested with two essential missions: on the one hand, to define the employment and working conditions of employees as well as the guarantees applicable to them in various matters expressly enumerated by the law⁶⁶ (hierarchical minimum wages, classifications, etc.) and, on the other hand, to carry out missions of general interest, such as regulating competition between the companies falling within its scope. Since 2014, France has embarked on a major restructuring of the professional branches in order to considerably reduce their number⁶⁷. The aim is to better structure the institutional social dialogue based on major sectors with high national visibility. Even in these mega-branches, the collective agreement is still intended to deal with all the conditions of employment, vocational training and working conditions of employees as well as their social guarantees, for all the professional categories concerned. The collective agreement, on the other hand, deals with one or more of these subjects. Branch collective agreements and conventions are negotiated and concluded by the trade unions and employers' organisations representing the branch in question. Branch collective bargaining can take place at different geographical levels, but most often it takes place at national level (around 75% of agreements). Since 2013, industry collective bargaining activity has been steadily increasing (around 1,300 agreements concluded in 2018)⁶⁸. The most common bargaining topics are wages, classifications, gender equality in employment, vocational training and financial participation. There has also been a strong increase in agreements on bargaining conditions. In some professional branches, CSER agreements are also concluded to encourage companies to integrate environmental concerns into their activities. This is the case in the Public Works sector⁶⁹. Some of these agreements, of general policy, are soberly entitled "declaration", which avoids the normative connotation of immediate imperative execution. As an example, we can cite the Declaration of the social partners of public works for infrastructure for ecological transition and employment (November 25 2016).

⁶⁶ Articles L. 2253-1 and L. 2253-2 of the Labor Code.

⁶⁷ Going from 700 branches to 200 branches (or even less).

⁶⁸ Collective Bargaining in 2018, Report cited above, 193.

⁶⁹ Agreement on Corporate Social Responsibility of 7.04.2011.

Focus: sectoral statement for construction and public works

This declaration of November 25 2016 is interesting because it is sector-based (Public Works) and commits the major employers' federations in the sector and four employee representative federations. It is affirmed (and explained) that the companies of the public works sector are bearers of solutions for climate change, the increase of the efficiency of resources, the preservation of biodiversity, the reduction of pollution (improvement of the living environment). As a profession of faith, the entire profession (i.e. the actors of the sector), commits itself to identify the new needs in skills linked to the ecological transition, to integrate ecological training in the training for public works professions, to direct the financing of professional training towards the ecological transition, to promote the professions and training as actors of this transition notably by initiating partnership operations Training/Research-Development. This is in itself an action programme applied to the entire profession.

Testimonial in metalworking sector

Interview⁷⁰ with Franck GAMBELLI, Director, Health, Safety, CSR and Environment Department, UIMM⁷¹

Question 1 – From the point of view of branch collective bargaining, has the metalworking sector made explicit references to environmental issues? And if so, what are their original features? The national agreement of February 26 2003 on safety at work is one of the few agreements in the sector making explicit reference to the environment. The Union of Chemical Industries had signed an agreement the year before. The 2003 agreement provides a framework for the intervention of outside companies on the site of the principals. The agreement came into force after the AZF disaster in Toulouse (September 21 2001). From its preamble, the agreement links the development of the economic activities of metallurgical companies and compliance with the rules on health and safety at work and environmental protection. It invites the company's stakeholders to be aware of the possible impact of their activities on the natural environment, in particular the air, water and soil. An article states that each representative of the hierarchy is responsible for ensuring safety, working conditions and environmental protection. But the issue, particularly from the point of view of

⁷⁰ Interview by Alexis BUGADA.

⁷¹ Union des industries et métiers de la métallurgie (Union of Metallurgy Industries and Trades).

outside companies, is dealt with from the point of view of occupational health and safety. However, the agreement insists on training, in particular by including in the training of employees called upon to work for an outside company, with an environmental dimension if the host site involves risks in this area (especially those subject to special rules of the Seveso II type – high threshold). The agreement stresses the need for specific training to prevent risks arising from interference with activities (the modules are defined by the National Joint Commission for Employment in the Metallurgy Industry). In practice, hosting protocols are signed between user companies and outside companies to guarantee prevention.

Question 2 – This agreement dates from 2003. Are the social partners planning to renovate it? If so, what are the prospects and what would be the place of environmental issues? We are currently working with the social partners in the sector on a draft agreement on the subject of «health, safety, conditions and quality of life at work». The preamble would refer to the objective of sustainable competitiveness which considers, in general, a balanced mode of development in the economic, social and environmental fields. The prevention of occupational risks is at the heart of this project and takes into account environmental conditions at work and exposure to delayed risk factors (such as chemical risk). The project contains specific provisions on the environmental missions of the social and economic Committee (information specific to classified companies, on the delegation of environmental missions to the health and safety commission, and on the right of environmental alert). Some approaches are original. Firstly, the corporate social responsibility approach is integrated in paragraphs concerning QWL (Quality of Life at Work). Then, it integrates the environmental dimension, notably by reference to standards such as AFNOR (FD E 01-001)⁷² or ISO (26000). Then, as an annex to the agreement, the list of national prevention recommendations drawn up at national level by the National Metallurgy Committee and the National Health Insurance Fund is included at this stage of the negotiations. In the field (local level), these insurance-type recommendations are relayed by the regional technical committees of metallurgy of the pension and occupational health funds. The social partners are also present in the regional working conditions orientation committees placed under the regional prefects. Social Security recommendations are numerous and cover a variety of topics such as: the substitution of solvents in cleaning operations,

⁷² Documentation booklet *Corporate Social Responsibility – An approach to strategy and efficiency for small and medium-sized mechanical engineering companies*, September 2014.

prevention of exposure to pitch and coal tar, prevention of chemical risk in surface treatment activities, etc. Discussions on this agreement are still ongoing.

Question 3 – On the technical level and the reality on the ground, are there any difficulties in linking the issues (environment/work)? How would you describe them? The relationship between the two subjects (environment/work), even from the point of view of occupational health and working conditions, is not easy to address at the branch level. We can begin by pointing out that employee trade unions are faced with the rise in power, in the societal domain, of associative movements, which multiply the voices that are expressed in favour of the environment. Trade unions are therefore also led to take a stance at the societal and environmental level. However, they retain a dominant role as soon as the issue to be dealt with covers the social field. This is evidenced by the procedures for exercising the right of environmental alert, which remains a tool under labour law. However, in these fields, questions quickly become technical and it is essential to link them to the effects on health at work. Sometimes the situations are paradoxical. For example, when environmental regulations prohibit a product that is harmful to the environment, and impose a substitute product that may prove problematic for the health of employees (there is not always an impact study on the effects induced by the removal of a product that must nevertheless be replaced). We have even seen the reintroduction of a banned product to meet environmental objectives. Sometimes contradictions have to be faced. To use an expression, «what doesn't come out of the factory chimney may come out on the workshop floor». Metallurgical engineers are also investing in the field of process engineering, to invent cleaner manufacturing processes, for example in the field of solvent-free industrial degreasing, or the substitution of chromium VI, a metal hardener, with striking techniques, micro-lubrication or even dry machining of metals.

Question 4 – Some present standardization as a relevant tool for environmental safety management. However, can it have unexpected effects on social dialogue and labour law? Standardization deserves attention, especially since the ILO has distanced itself from ISO when it encroaches on its field. International standardization now covers many areas in the social field, such as ISO 45001 on occupational health management, but also the future ISO guide on psychosocial risks or the ISO standards on human resources management and remuneration.

The ISO 45001 standard on security management can serve as an alternative legislation for some states, hence the anger of the ILO. It is true that large multinational companies in these countries will have a good level of security, but what about other companies? A standard is not a law. The development of standardisation in the social field can destabilise traditional tripartite dialogue. Moreover, the vagueness of the concepts used in these standards (what is a “worker” or an “employer”) contrasts with the relative precision of state rights. These social norms will be imposed contractually in business relations. Some states will impose them in law.

3.3. Company level

The enterprise level refers to the local level (it includes the establishment, the group or inter-company negotiation). This level is therefore to be taken in a broad sense. Since the reforms of 2016 and 2017, it is now considered to be predominant. The law affirms the primacy of the enterprise agreement over the branch agreement⁷³, except in certain strictly enumerated matters where it may nevertheless prevail if it includes guarantees at least equivalent for employees to those established by the branch agreement⁷⁴. The subsidiarity of the branch agreement in relation to the enterprise agreement is legitimised by the majority agreement rule now imposed by law⁷⁵. The latest reforms reflect the legislator’s desire to strengthen and promote collective bargaining in companies of all sizes. To this end, new mechanisms have been introduced to enable companies without trade union representatives to negotiate agreements with other actors⁷⁶. In very small enterprises without collective representation, the employer may submit a draft collective agreement directly to the staff through a referendum. However, the subsidiary, rather than alternative, nature of these modes of collective

⁷³ Article L. 2253-3 of the Labor Code.

⁷⁴ Articles L. 2253-1 and L. 2253-2 of the Labor Code.

⁷⁵ The majority nature of the agreement is assessed in relation to the number of votes obtained by the trade unions in professional elections in the companies. However, the procedures for concluding the branch agreement differ from the company agreement. The latter must necessarily be concluded by representative trade unions representing 50% of the votes obtained in the professional elections. The branch agreement may be concluded up to 30% provided that it is not opposed by the majority of trade unions at the level of the professional branch): art L. 2232-6 of the Labour Code.

⁷⁶ With an employee mandated by a representative trade union organization in the branch or with elected employee representatives.

bargaining is not such as to call into question the acknowledged prevalence of representative trade unions. When they are present in the company, they retain a major role in social dialogue. In 2018, there will be approximately 62,000 contractual texts (agreements and amendments) concluded in companies and registered⁷⁷. The main topics of negotiation concern trade union rights and employee representative institutions, wages, financial participation and working time.

At the company level, and more specifically at the group level, sustainable development and environmental issues are sometimes the subject of full collective bargaining, but this theme is not predominant. Examples of agreements on this subject include the TEREKA Group's agreement on the promotion of gas use and a positive environmental balance sheet (May 2018) and the TOTAL Group's agreement on sustainable development (March 2016). There are also agreements specifically dedicated to CSR (a broader theme than just environmental concerns). The CASINO Group's CSR Agreement (April 2014), the GDF Group's European CSER Agreement (2008), the MERCK SANTÉ Group's Agreement to Live-CSR (2010) and the VALÉO Group's CSR Agreement (2012) can be mentioned here. However, a twofold observation must be made. Firstly, these groups have a European or even global dimension, which raises questions about the normative scope of such agreements (mandatory nature, applicable law, etc.). Secondly, it is above all during negotiations on specific topics (profit-sharing, teleworking, QLW, etc.) that clauses incorporating environmental criteria are found. Environmental negotiation is therefore scattered in agreements whose primary purpose does not necessarily reflect this secondary concern.

3.4. Informal social dialogue

It seems that the environmental issue is taken into account rather on the fringes of formal social dialogue by means of "soft law" instruments, the legal value of which raises questions from the CSR perspective. This dialogue is in fact found at all levels, even if it is more frequent at company and group level (especially international). The names are varied. They are "charters" and "codes of good practice" or "codes of good conduct" most often drawn up unilaterally by

⁷⁷ MINISTÈRE DU TRAVAIL, *La négociation collective en 2018, Bilan et rapport*, 2019, 206.

managers or, in certain sectors, by professional unions (i.e. employers' unions)⁷⁸. Some documents take the form of a guide for members⁷⁹. Sometimes charters are adopted in the framework of agreements signed with staff representatives⁸⁰ but concluded outside the legal provisions on the validity of the negotiated acts. These agreements are then qualified as atypical agreements or unilateral commitments of the employer; they do not have the legal nature of a true collective company agreement⁸¹. Most of the time, these charters affirm the company's adherence to sustainable development values and lay down principles of action that reflect the will to promote environmental protection. These texts are based on a purely voluntary approach. They form an integral part of the communication strategy of the company or group and do not always carry real legal commitments. Some charters, for example, mention the need to develop internal communication and awareness-raising actions for employees on the commitments made in terms of environmental protection, but are totally devoid of any comminatory character. Nevertheless, their legal effectiveness can be recognised depending on their content⁸². When they grant employees additional rights or benefits, the existence of a unilateral commitment by the employer may be accepted in order to oblige the latter to comply with its obligations⁸³. On the other hand, a unilaterally drawn up charter (or code of conduct) may not be the source of obligations for employees, the violation of which could give rise to sanctions⁸⁴. However, the impact of these charters should not be minimised insofar as, on the one hand, they

⁷⁸ Example: the *Environmental Charter* adopted by the Union Nationale des Industries de Carrière et Matériaux de Construction (stone quarry and construction material industry).

⁷⁹ E.g. Guide de la RSE (Medef, 2012): *Les Patrons se dotent d'un guide de la RSE*, in *Liaisons sociales Quotidien*, June 14 2012, n. 16121; The Medef and ORSE publish a guide on sectoral CSER initiatives, in *Liaisons sociales Quotidien*, July 22 2016, n. 17127.

⁸⁰ SOLVAY Group Charter on *Sustainable Development and Corporate Social Responsibility* adopted by agreement between the Group's management and the European Works Council.

⁸¹ Agreement on the VALEO Group's CSR (2012) which integrates the Group's charter and code of ethics but signed with the representatives of the European Works Council Bureau.

⁸² I. Desbarats, *La RSE en droit français: un champ d'évolutions normatives*, in *Droit social*, 2015, 572.

⁸³ Cass. soc., 14 Jan. 2003, n. 00-43879; Bull. civ 2003, V, n. 7. Some charters include a commitment to provide employees with specific training programmes: e.g. the ANTALIS Group's Sustainable Development Charter and the RANDSTAD France Group's Sustainable Development Charter.

⁸⁴ Unless regularly incorporated into the company's internal rules; V. Cass. soc 8 déc. 2009, Bull. civ 2009, V, n. 276.

raise awareness among employees to adopt eco-responsible behaviour and⁸⁵, on the other hand, they may encourage companies to take into account the objectives and commitments stated during the negotiation of their collective agreements. There is nothing to prevent CSER from being interfered with at a second stage in collective bargaining rounds. An important national report by the former Director General of Labour (J.-D. Combrexelle)⁸⁶ submitted to the Prime Minister, suggests precisely the «opening to collective bargaining of new fields of labour relations», including Corporate Social Responsibility (CSR).

On the borderline between collective bargaining and the development of company charters, there are also public policy actions that take the name of “environmental collective agreements” or “charters”, but in singular normative environments. These documents include sustainable development commitments that can be signed by companies, or professional organisations (generally employers’ organisations) directly with the public authorities. Thus, within the framework of the National Food Programme (PNA)⁸⁷, operators in the agri-food sector⁸⁸ have the possibility of concluding collective agreements with the State that set quantifiable objectives.⁸⁹ Four examples can be highlighted here:

- the agreement signed by HERTA and the Ministry of Agriculture (February 2014) includes various commitments on sustainable production and processing methods and the preservation of natural resources;
- the agreement signed by the DAVIGEL company (July 2016), aimed at «improving the sustainability of production, processing and distribution methods», in particular by reducing the ecological footprint when distributing products (commitment to reduce the energy consumption of its vehicles) and by increasing the volumes of products from farms committed to approaches that promote production with a lower environmental impact;

⁸⁵ For example, by taking into account in the evaluation of employees their action in favour of environmental protection in the exercise of their professional activity: e.g. GDF-Suez Group’s Environmental Charter.

⁸⁶ Report to the Prime Minister, Collective Bargaining, Labour and Employment, September 2015, Proposition 31 (<https://www.gouvernement.fr/partage/5179-rapport-la-negociation-collective-le-travail-et-l-emploi-de-jean-denis-combrexelle>).

⁸⁷ Inter-ministerial mechanism to promote safe, healthy, sustainable and accessible food for all.

⁸⁸ Interprofessional organisations, professional federations, trade unions, or even one or more companies justifying a significant impact on a family of products: art R 230-36 of the rural and sea fishing code.

⁸⁹ Art L. 230-4 of the rural and sea fishing code.

- the agreement signed in June 2014 by the National Refreshments Union (which includes among its members: Coca-Cola entreprise, Danone eaux France, Nestlé waters France, Pepsico France ...). This agreement includes sustainability commitments (reduction of water consumption, reduction of the impact of packaging and promotion of recycling);
- following the same approach, in the road haulage sector (TRM), the Ministry of Ecology, Sustainable Development and Energy and the French Environment and Energy Management Agency (ADEME), in consultation with professional organisations, have drawn up a document open for signature by companies in the sector and entitled: *Charter of voluntary commitments to reduce CO2 emissions*, known as the *CO2 target charter*. By signing it, the company undertakes to implement a three-year action plan to achieve quantifiable objectives.

These agreements are more like a form of partnership with public institutions allowing companies to obtain a kind of label⁹⁰. This approach is part of the communication strategy of companies wishing to improve and enhance their image in the eyes of the public, financial partners and customers who are increasingly sensitive to environmental issues⁹¹. Moreover, the only sanction provided for in the event of failure to comply with the commitments and objectives set, is the withdrawal of State recognition or labelling. This sanction and the publicity given to it are necessarily likely to affect the image of the companies concerned⁹². These measures are part of the numerous CSR measures.

Focus: Linos cartel

With regard to the sources of law (and labour law in particular), the term “charter” covers multiple realities. It would be wrong to consider that these charters are all substitutes for collective bargaining. Some of them are established by the trade unions themselves, whether they are employees⁹³ or employers⁹⁴. As we have

⁹⁰ For agreements under the PNA (national food programme), it is the Minister in charge of Food who grants State recognition: art R 230-36 of the Rural Code. For the TRM sector, the signature of the CO2 objective charter allows the company to use the *Objectif CO2* logo and to benefit, according to precise criteria, from an environmental label issued by the Ministry and ADEME.

⁹¹ The signature of the CO2 objective Charter leads to the registration of the signatory company on the list on the website.

⁹² The withdrawal decision is made public on the Department’s website.

⁹³ For example: CFE-CGC Ethical and Digital Charter (2018).

seen, employers' federations are also called upon to support government policy (see above). There are also charters concluded by companies operating in the same sector, sometimes under the aegis of their federation. In this context, vigilance is required with regard to the risk of anti-competitive practices. A good example can be provided by the Competition Authority's (Autorité de la concurrence) decision on practices in the resilient flooring sector (2017)⁹⁵. In this case, this independent administrative authority sanctioned three large companies and their trade union for having implemented practices constituting an illegal cartel under French and European law (Article 101 TFEU). Among the conduct complained of, these players had adopted an agreement (charter) requiring that communication to the public on the environmental performance of their products be based exclusively on the average values adopted within the union (emission of volatile organic compounds). The signatories therefore prohibited themselves from communicating on the basis of individual environmental data, based on the specific performance of each manufacturer. These companies have therefore refrained from competing against each other on the basis of the merits of their respective products with regard to the environmental criteria for floor coverings, whereas all customers (consumers or professionals) have made the environmental performance of these products one of the main criteria for their choice. The Authority notes that such an agreement «may have deterred companies from improving technical performance [...] and from investing in innovative processes aimed at improving environmental performance. It has thus reduced the welfare of end users». A significant financial penalty was settled.

Brief comment: the charter concluded under the aegis of a trade union does not provide a sufficient environmental and social label to escape the rules of free and undistorted competition. The environmental issue is taken seriously here by competition law. The reference to the “well-being” *of* end users is very broad and

⁹⁴ Some employers' federations publish guides or booklets for their member companies (thus avoiding the use of the term “charter”). Such is the case of the Fédération SYNTEC NUMÉRIQUE (professional employers' union of the digital industry, member of the Syntec federation). Thus the green paper (several volumes) praises dematerialization as a lever for sustainable development, the green paper eco-design software and digital services invites companies to take an interest in reducing the environmental impact from the software design stage, or the green paper Datacenters and sustainable development outlines ways to reduce the footprint of information systems (Green IT).

⁹⁵ Decision n. 17-D-20 of October 18 2017 relating to practices implemented in the resilient flooring sector.

is part of an environmental perspective. It may also concern employees of a company that has acquired and installed the said coating.

3.5. Transnational Agreements

CSER is one of the preferred topics for companies or groups of companies with a transnational, international or global dimension. This is true of collective bargaining, although the environmental dimension is a special dimension backed up by the promotion of fundamental social rights. This level of negotiation poses many difficulties which will not be dealt with here. These include the problem of recognising the representativeness of the partners, the enforceability of the agreement, the identification of a competent judge (or dispute resolution body) and the applicable law. Here we will focus only on the content (green or eco-friendly clauses).

The European Union space has provided a fruitful framework for free negotiations, without depending on the normative mechanisms of the European Union. There is therefore an interesting community dialogue between European social partners, which goes beyond the institutional dimension alone to also deal with subjects that are free and not programmed by the European Commission (autonomous agreements)⁹⁶. One thinks of the framework agreements on telework (2002), stress at work (2004) or the framework agreement on inclusive labour markets (2010). Some agreements have an inter-professional scope and an evasive texture, while others are sectoral, and become more specific to concern a branch of activity (agriculture, seafarers, telecommunications, etc.). A 2006 agreement is worth mentioning here because it relates to the protection of workers' health in the handling and use of crystalline silica⁹⁷ (risk of lung cancer). The environmental issue is not directly addressed but the industrial sectors targeted are numerous (chemicals, ceramics, construction, cosmetics, electronics, coatings, pharmaceuticals, etc.). The agreement mentions that crystalline silica is abundant in nature and represents approximately 12% of the earth's crust, with the industrial sector focusing on the use of quartz and cristobalite. The agreement promotes good practices, including for non-employees occupationally exposed to silica dust. In general, these European agreements serve as a guide for national

⁹⁶ B. TEYSSIE, *Droit européen du travail*, 6th ed. LexisNexis, 2019, 648 et seq.

⁹⁷ Agreement No 2006/C 279/02 of April 28, 2006 on the protection of workers' health through the observance of good practice in the handling and use of crystalline silica and products containing it.

negotiations (declination) or are transposed by national agreements. Sometimes the Council of Ministers of the European Union takes a decision to make them more immediately enforceable. However, the impetus for environmental promotion through collective bargaining is still sluggish within the European Union, contrary to the initiatives of large European or international companies or groups.

For the time being, Union law accompanies professional or interprofessional agreements. A European framework is still pending for collective agreements with a European dimension for companies or groups. There is no directive on the subject, but a simple resolution of the Parliament is shaping the landscape (2013)⁹⁸. In practice, however, a useful anchoring point can be found when there is already a European works council within the scope of negotiation. This is the case, for example, of the recent agreement of the MICHELIN group setting up a world works council (Agreement of January 27 2020). This global employee representation body is designed as an economic, social and environmental observatory between the group's management and the trade unions of the various countries concerned⁹⁹. It is based, according to press releases, on the achievements of the MICHELIN¹⁰⁰ European Works Council.

That being said, and in terms of substance, certain eco-compatible subjects are more easily addressed from the point of view of social responsibility¹⁰¹, well-being at work¹⁰², ethics (social charter)¹⁰³, the promotion of teleworking¹⁰⁴ or exposure to heat and cold¹⁰⁵. In reality, in this age of globalisation, the European framework is not always sufficient to satisfy the aspirations of transnational, intercontinental or global companies. Global agreements are booming, as large companies have understood the usefulness of management by social standards,

⁹⁸ European Parliament resolution, 12/09/ 2013, Social Links Europe, 2013, No. 337, 1.

⁹⁹ LIAISONS SOCIALES quotidien, February 6, 2020, 1: The Michelin Group is setting up a worldwide social dialogue body.

¹⁰⁰ AEF, The Michelin World Committee is officially created by an agreement with IndustriALL Global Union, dispatch 820773, of January 28, 2019.

¹⁰¹ Agreement of 17 May 2013, GEOPOST GROUP; Agreement of 7 January 2017, PERNOD RICARD Group.

¹⁰² Agreement of May 23, 2013, LAFARGE Group; Agreement of November 27, 2014, BAYER Group.

¹⁰³ Agreement July 10, 2013, Air-France KLM Group (social and ethical charter).

¹⁰⁴ Agreement May 16, 2017, GENERALI Group.

¹⁰⁵ Agreement July 10, 2018, DS SMITH PACKAGING Group (employee exposure to heat stress).

which protect fundamental rights but also their brand image, especially as these companies know how to communicate on this type of agreement¹⁰⁶. This makes it possible to create a synergy between subsidiaries in order to anticipate foreseeable tragedies. Conventional CSER becomes a receptacle for human rights, the UN Global Compact,¹⁰⁷ ILO standards¹⁰⁸, SDOs and other CSR tools. The legality of international collective agreements is questionable because such tools are confronted with issues relating to international law and are deployed without any real framework¹⁰⁹. Many of these agreements are thus conceived as «gentlemen's agreements»¹¹⁰ simply taking the appearance of a contract and, when it is more than that, the actors face a puzzle as to the material and territorial scope of application. As one author points out, the international collective agreement «still does not exist as a legal category, even though it is linked to legal orders that are conducive to inter-normativity»¹¹¹. In relation to the content of the green clauses, IFAs are often declamatory: one naturally finds references to support a just transition, to the¹¹² reduction of the environmental¹¹³ footprint, to environmental protection¹¹⁴ or to a sustainable development policy¹¹⁵, including by reference to SDOs or ISO standards (26000 or 14001)¹¹⁶. Some agreements specify how they are committed to «environmental management»¹¹⁷ and intend to link the control

¹⁰⁶ R. BOURGUIGNON, A. MIAS, *Les accords cadres internationaux: étude comparative des ACI conclus par les entreprises françaises*, Report for the ILO, 2017 (www.ilo.org).

¹⁰⁷ Global agreement on social responsibility between RHODIA and ICEM, March 25, 2008; Corporate social responsibility, Global agreement, TOTAL, January 22, 2015.

¹⁰⁸ International Agreement for the Promotion of Social Dialogue and Diversity for the Respect of Fundamental Rights at Work, CARREFOUR, October 3 2018.

¹⁰⁹ M.-A. MOREAU, *La spécificité des accords mondiaux d'entreprise en 2017: originalité, nature, fonctions*, ILO Report (www.ilo.org).

¹¹⁰ B. TEYSSIE, *Droit du travail – Relations collectives*, LexisNexis 11th ed. 2018, 837.

¹¹¹ I. DAUGAREILH, *Enjeux et limites du contrôle des ACI: l'exemple des entreprises françaises*, in *La responsabilité sociale de l'entreprise, vecteur d'un droit de la mondialisation?*, Bruylant, coll. *Paradigme*, 2017, 54.

¹¹² EDF Group Global Framework Agreement on Corporate Social Responsibility, June 19, 2018.

¹¹³ Global Framework Agreement on Social, Societal and Environmental Responsibility between the RENAULT group and the Renault Group Committee and INDUSTRIALL, GLOBAL UNION, July 2nd, 2013.

¹¹⁴ Global Agreement on Fundamental Rights, SOCIÉTÉ GÉNÉRALE, 4 February 2019.

¹¹⁵ Agreement on fundamental rights and the global social base, BNP PARIBAS, 18 September 2018; Global Framework Agreement on Working Conditions, Corporate Social Responsibility and Sustainable Development, SAFRAN, 18 October 2017; Global Agreement on Fundamental Rights, Social Dialogue and Sustainable Development, GDF-SUEZ, 19 November 2010.

¹¹⁶ Agreement on the social responsibility of the EDF Group, December 10, 2008.

¹¹⁷ Global Framework Agreement on Corporate Social Responsibility of the PSA Group 2017.

of professional risks and the reduction of the environmental footprint of their activities, in particular by aiming to decarbonise the environment¹¹⁸, control energy consumption and combat climate change. References are made to the production of conventional waste, recycling and recovery, landscaping and the dissemination of environmentally friendly technology. A bold formulation was found, inviting the companies covered by the global agreement to apply a «precautionary approach to environmental problems»¹¹⁹ (far-reaching reference to the precautionary principle)¹²⁰. Or, for an important Belgian group, the assertion that it was integrating the principles of sustainable development into its decision-making processes¹²¹. Other clauses relate to patronage¹²² aimed at supporting actions of general interest¹²³ via local organisations within the framework of environmental or solidarity projects taking into account the essential needs of local communities. These agreements show great inventiveness, even going so far as to promise special attention to the quality of the food supply and alternative models of catering in the workplace (short and organic circuits)¹²⁴. In this context, three clauses deserve special mention in view of the nature of the commitment they enshrine.

Example 1 (subcontracting): In order to ensure that the agreement is not merely declamatory, a type of clause has been identified concerning the consequences of misconduct, particularly by subcontractors. It stipulates that «any serious breach of the legislation concerning the health and safety of direct and indirect

¹¹⁸ European Agreement on the Social Responsibility of the GAZ DE FRANCE Group, July 2, 2008

¹¹⁹ Global Framework Agreement on Social Responsibility and Sustainable Development, SOLVAY, 3 February 2017.

¹²⁰ The precautionary approach is present in the EDF agreement (December 10, 2008). But it concerns the voluntary attitude of anticipation and monitoring in scientific and technological fields.

¹²¹ Global Agreement on Sustainable Development, UMICORE, 21 October 2015. For a commentary on this agreement: A. LAMINE, *Analyse de l'accord Umicore, mise en oeuvre et valeur juridique*, in *La responsabilité sociale de l'entreprise, vecteur d'un droit de la mondialisation?* préc. 79.

¹²² Agreement on Fundamental Rights and the Global Social Base of BNP PARIBAS, 18 September 2018; European Agreement on Corporate Social Responsibility (CSR), PERNOD RICARD, 7 January 2017 (the agreement refers to the creation of the Observatory of the Sea (1966). The Paul Ricard Oceanographic Institute is still reportedly the only private environmental sponsorship initiative in Europe).

¹²³ Agreement on the social responsibility of the EDF Group, December 10, 2008.

¹²⁴ Building the world of work together within the RENAULT group – Framework agreement on changes in working life, July 9, 2019.

employees, environmental protection and fundamental social rights and which is not corrected after a warning, will lead to the termination of relations with the company concerned in compliance with contractual obligations»¹²⁵.

- This type of clause is interesting in practice. The measure should be put into perspective with the evolution of French law (2017) which imposes a duty of vigilance in the subcontracting and supply chain of large transnational corporations (prevention of serious violations of human rights, fundamental freedoms, health and safety of persons and the environment)¹²⁶.

Example 2 (global warming): «To contribute to the reduction of climate change, the Group undertakes to regularly measure its impact on the generation of greenhouse gases, the main one being CO₂, whether through its direct activities (production sites) or its purchases (emissions due to raw materials or packaging materials purchased from suppliers). This primarily concerns upstream industrial activities, but will have to be extended to distribution activities (transport to and within markets). Thanks to these assessments, priorities will be established to take action to reduce these emissions, notably in dialogue with suppliers but also by encouraging logistics teams to work on several levers: type of transport, load optimisation, planning. When this is not feasible, the Group encourages its subsidiaries to consider the possibility of participating in offsetting actions as defined by recognized programs in this area (carbon credits)»¹²⁷.

- This excerpt was chosen because it illustrates how the group, among all other environmental measures, emphasizes the global issue of global warming. The work of the logistics teams is highlighted as well as a general philosophy of compensation and optimization.

Example 3 (promotional action)¹²⁸: «Eurosport ensures that the productions, products and innovations it develops incorporate, in their design and use, the challenges of sustainable development. On the one hand, employees are regularly made aware of the subject of sustainable development through headings in the company's internal publications, particularly on the intranet site. On the other

¹²⁵ LAFARGE Agreement, Corporate Social Responsibility on international labor relations, May 21, 2013; EDF Agreement, EDF Group Social Responsibility, December 10, 2008.

¹²⁶ Law n. 2017-399 28 March 2017, known as the Sapin II law: Article L. 225-102-4 Commercial Code.

¹²⁷ PERNOD RICARD agreement, prec.

¹²⁸ Global Agreement on Fundamental Social Rights, EUROSPORT, 10 October 2012

hand, like any media group, Eurosport's major environmental impact is its ability to raise public awareness of this issue».

- This provision is illustrative of how the collective labour agreement can become the vehicle for widespread internal and external promotional actions in favour of sustainable development. Above all, it is interesting in that it affirms a principle of “integrated” sustainable development at all stages of the group's economic action.

4. Contractualization of public action

Since the 1970s, a type of contractual partnership involving the State and economic actors has developed. Strictly speaking, we cannot speak of the conclusion of collective agreements within the meaning of the labour code. However, there is a movement towards the contractualisation of public action which has gradually developed, with the support of social actors. Historically, the model is that of the resolution of a type of collective conflict. The reference is that of the Grenelle agreements of 27 May 1968. These agreements were a starting point for the contractualisation of public action on social issues. This new mode of public action subsequently developed from a search for dialogue favouring consultation or even negotiation/consultation with economic players (employer representatives). It subsequently reached environmental issues. Three generations of agreements can be presented here, to which a fourth can be added in a particular segment: that of the national food programme (PNA). These collective standards, which are closer to the model of the collective contract than to the collective agreement governed by the labour code, take the form of a contract of objectives.

4.1. Negotiation with economic actors

The three generations of agreements concluded directly with economic actors can thus be presented:

1st generation agreements: agreements by branch. Agreements by branch of activity were first negotiated with the professional organisations representing industrial branches. The commitments take the form of an agreement with the employers representative of the sector even if the contractual nature is debatable. This was a pollution reduction programme in return for financial assistance to industrialists to implement pollution reduction. Branch contracts were signed between 1972 and 1979 in the following sectors: paper industry on 12 July 1972, sugar industry on 19 August 1973, yeast factory on 4 March 1975, potato starch factory on 4 March 1975, alcohol distillery on 5 March 1975, combing and wool washing on 8 Sept. 1977, megisserie on 13 December 1977.

2nd generation: company or branch programs. Abandoning the term “agreement”, branch or company programmes have been concluded between the Ministry of the Environment and industrial groups or companies. The negotiation had a well-defined purpose, with two types of objectives. On the one hand, the setting of mandatory discharge standards for new establishments in the branch and, on the other hand, progressive standards for existing establishments so that they could gradually reach the threshold of the new standards. The application of these rules was governed by a precise but flexible timetable, adapted to each company, taking into account their economic and technical particularities. Three examples can be given¹²⁹:

- the corporate programme concluded in 1975 by the P.U.K. (PÉCHINEY-UGINE-KUHLMAN) group, which undertook to invest 250 million francs (about €38 million) in anti-pollution measures to improve the environmental performance of its most polluting plants;
- the agreement entitled *Actions for the protection of the environment and the saving of energy and raw materials in the field of liquid food packaging* (17 December 1979). The agreement implemented an ambitious and concerted programme for the recovery of “packaging waste”. Targets were set for the recycling of plastic packaging, the reuse of glass bottles, etc. The agreement also set targets for the recycling of plastic packaging and the reuse of glass bottles. The special feature of this agreement was to promote consultation with producers (glass, plastic), processors (wine, fruit juice and other beverages industry) and distributors (supermarkets, hypermarkets, chain stores);
- the programme concluded on 28 March 2001, in the construction and wood sector, to increase the share of wood from 10 to 12.5% in ten years in order to contribute to the reduction of greenhouse gas emissions.

3rd generation: Sectoral agreements after the Grenelle Environment Round Table. A series of political meetings were held in France on sustainable development (2007). From this date, the model of a practice of national social dialogue, of a pre-legislative type, is spreading towards the treatment of the environmental issue. The “Grenelle” represents the construction of a communication system built to provide a forum for consensus building based on communication with all stakeholders. The methods of communication and dialogue are defined as follows: dialogue is organised around five entities or

¹²⁹ M. PIEUR, *Droit de l’environnement*, Précis Dalloz 2019, 8th ed, § 235.

groups of entities (the State, local authorities, employers' and employees' trade unions, and associations). The dialogue forums are made up of working groups (depending on the subject of the dialogue). A timetable is defined (the time of the dialogue), and reports are drawn up by each working group (outcome of the dialogue). The process is based on negotiation, allowing it to be affiliated to a form of contractualisation in order to inspire environmental laws. As a result of these discussion rounds, a specialised commission on *Democratising environmental dialogue* was set up in 2015. This commission formulated proposals to systematize such a collective pre-legislative process based on Article 7 of the Environmental Charter (which has been part of the French Constitution since 2005). In doing so, the Grenelle Environment Round Table process inspired the adoption of subsequent laws (known as Grenelle laws). These encourage the contractualisation of public action in various sectors or fields, particularly in the areas of waste treatment and the territorial location of companies. More generally, several tools now make it possible to formalise partnerships between the State and public or private, social and economic players who thus participate directly in the implementation of public policies. At a general level, this consultation also takes the form of plans setting out guidelines, which are then broken down for each sector of activity, in a more operational manner, in sectoral objective contracts.

4.2. Health-environment plans

These plans are implemented at the national level (PNSE) and then at the regional level (PRSE). The legal basis is to be found in Article L. 1311-6 of the Public Health Code, which aims to draw up, every five years, a national plan for the prevention of health and environment-related risks. «This plan takes into account the effects on health of chemical, biological and physical agents present in the various living environments, including the workplace, as well as the effects of extreme weather events». The 3rd PNSE ended in December 2019. The 4th PNSE is currently being developed: *The New Plan: My Environment, My Health* is a call to act on the causes, by changing production and consumption, in all areas, and on the effects that have already occurred. The sensitivity and vulnerability of populations to the environment is already palpable. The plan, carried out jointly by several ministries, allows for greater coherence in the design and implementation of actions. Each plan is then drawn up at the level of each region in order to give concrete expression to its national orientations while taking into account territorial specificities. The regional plans are the result of a broad consultation involving many public and private players, bringing together partners

divided into colleges: the State, local authorities, associations, employees, employers and representatives of the economic world and qualified individuals, administrations, etc. The regional plans are the result of a broad consultation involving many public and private actors.

By way of variation, sectoral objective contracts are concluded by the public authorities (in particular, the regional prefect) with a professional branch (employers' organisations). These contracts are an extension of plans drawn up in advance (on the model of framework contracts/application contracts). Social actors are thus involved in the implementation of public policy. This type of contract of objectives can be found in the field of vocational training, but little in the field of health-environment. On the other hand, other types of agreements formalise partnerships between public bodies and trade union organisations integrating environmental issues. Within this framework, social dialogue takes into account, in this type of agreement, ecological issues or, more broadly, sustainable development issues. Three examples can be cited here:

- the framework agreement on the national commitment to employment and skills development for the electricity sector, 9 April 2019;
- the framework agreement on the national commitment to employment and skills development, 2009-2011;
- partnership between the French Environment and Energy Management Agency (ADEME) and the Union of Chemical Industries, January 3, 2013.

4.3. Collective contracts NFP (National Food Programme)

In the perspective that combines contractualization and social dialogue, the PNA mechanism deserves attention since the conclusion of collective contracts is an integral part of public food policy (national inter-ministerial programme dedicated to food quality). The mechanism is organized by the Rural and Maritime Fishing Code (in particular, Article L. 230-4). It is based on a voluntary approach by players in the agri-food sector. The objective is twofold: on the one hand, to bring about a favourable change in the nutritional composition of the food supply and, on the other hand, to ensure the sustainability of production, processing and distribution methods. Inter-professional organisations, professional federations or unions for a family of products, one or more companies, can request recognition of collective agreements from the Ministry of Agriculture and Food. The arrangements and procedures for the recognition of such agreements shall be laid down by regulation. These commitments must relate to one or more families of

products of homogeneous composition, be quantified, verifiable and within a precise timetable. Two committees of experts, a “nutritional quality” committee and a “sustainable production, processing and distribution methods” committee, are responsible for taking a critical look at the type, nature and relevance of the commitments, with regard to the situation of the company or sector. The signatories of the agreement who make commitments to the Ministry of Agriculture and Food are designated by the texts, namely: inter-professional organisations recognised by the ministries concerned, professional federations or trade unions representing companies involved in the production, processing or distribution of a family of agricultural or food products. Companies that can demonstrate a significant impact on a family of products are also concerned. It is interesting to note that these operators then commit themselves, by setting quantified objectives, to improving nutritional quality and promoting sustainable production, processing and distribution methods. Five examples can be given:

- the BLEU-BLANC-CŒUR association’s collective agreement of 26 February 2013 for the improvement of the nutritional and environmental quality of food commits its members and partners to an approach to improve the carbon footprint of agricultural production, notably by reducing methane emissions from ruminants through a change in diet;
- THE HERTA collective agreement of 14 February 2014: the company Herta (part of the Nestlé Group) has signed an agreement in which it undertakes to reduce its consumption of water and electricity and to make extensive use of packaging made from recycled materials;
- the collective agreement for the charcuterie (meats) sector (4 May 2015): the nutritional commitments made are accompanied by commitments on sustainable development. In this context, the sector is expected to propose recommendations and implement preventive actions aimed at reducing the number of workplace accidents and musculoskeletal disorders among employees. The sector is also committed to reducing corporate packaging waste and improving consumer information on sorting instructions;
- the collective agreement for the soft drinks sector signed on 9 October 2014: the Minister of Agriculture and the President of the National Union of Soft Drinks signed this collective agreement. It concerns the major companies in the sector (Refresco Gerber France, Orangina Schweppes France, Coca Cola Entreprise, Coca Cola France and Pepsico France) which represent more than 80% of the French market. By signing the agreement, the sector undertakes to reduce the average sugar content of all drinks by 5%. In addition, the signatory companies undertake over five years to reduce by at least 15% the water consumption required to produce one litre of drink (saving around 600

million litres of water each year), to increase the average amount of recycled plastic in packaging to 25% for soft drinks, and to post additional sorting instructions;

- the agreement with the artisanal bakery sector, signed on February 24, 2014. On the sustainability aspect: the commitments are based on research actions aimed at proposing solutions in terms of energy savings, actions to raise bakers' awareness of the challenges of sustainable development and support aimed at limiting food wastage. In addition, discussions have been initiated with packaging manufacturers and baguette bag millers regarding a possible additional commitment concerning the use of packaging paper made from PEFC or FSC-labelled wood.

The implementation of these agreements is the subject of reports to the Food Observatory (which includes representatives of the professions). The observatory reports annually to the Minister responsible for food. The Minister responsible for food may, on the basis of the observatory's report, if it is found that the content of the agreement has not been complied with, and after hearing the representatives of the grouping which concluded the agreement, decide to withdraw recognition. The report shall be made public on the website of the Ministry responsible for food.

5. Union redeployment

Among the 17 objectives of the sustainable development agenda to 2030, SDO 8 seeks to integrate decent work, growth and environmental integrity. In relation to the national dimension, SDOs have a societal dimension that challenges traditional trade union frameworks. This permeation is slow but notable. Resistance still exists. Some would say that trade union representatives (representatives of an occupation) are stakeholders who may fear for the jobs they defend if they apply overly drastic environmental measures. Others may also look at the apparent trade union timidity in the light of the history of French trade union law. First of all, from a legal point of view, the 1884 law (Waldeck-Rousseau) enshrined freedom of association by introducing a limit: trade unions are limited by their purpose. The latter is “exclusively” devoted to the study and defence of professional interests. This is what is known as the principle of speciality and is maintained in the current Labour Code. Then, from the point of view of the trade union movement, the Amiens charter (1906) leaves an important trace (it is considered to be the constitution of French trade unionism). It insists on the independence of trade unions from political parties. Nevertheless, it enshrines a conception of trade unionism oriented towards the defence of immediate and daily demands and the struggle for an overall transformation of society (independent of political parties and the State). This charter is still perceived as a victory of progressive trade unionism over revolutionary trade unionism based on the ideology of class struggle. However, the ambiguity of a search for the overall transformation of society, by putting on the clothes of a counter-power without confusion with the role of political parties, perhaps explains, in part, the delay in the integration of environmental concerns within the major French trade unions. For a long time, this role will be devolved to the associative world and to political parties.

5.1. Social Transformation

It is only recently that some major confederations have renewed their statutes with direct reference to environmental protection. The novelty is worth highlighting. This is the case of the CGT statutes (2016 version), which from now on refer to it, after recalling that they act for equality, freedoms, trade union rights, the full exercise of citizenship, peace, disarmament, human rights and bringing peoples

closer. More clearly, and two years earlier, the CFDT amended its statutes (dating from 1964). In the past, within the CFDT, there had been important debates on the rejection of any reference to self-managing socialism (overly identified with a political party) or on maintaining the reference to Christian humanism (but very much identified with denominational trade unionism). Now (2014) a stage has been reached in the display of environmental values: the statutes of this trade union mention «Respect for the environment and biodiversity» as major imperatives following the respect and promotion of fundamental social rights. These statutes start from the observation of a globalized world which – as it stands – «is based on a mode of development that causes the degradation of the environment, the climate and the depletion of natural resources». This observation and this environmental reference are crucial since they update the purpose of this confederation and, through an induced effect, of the many trade union organisations that adhere to it.

The amendment of these statutes thus broadens the purpose of these important trade unions towards global societal considerations while maintaining the objective of transforming society. Respect for the environment becomes one of the objectives of trade union policy, of which the relationship to work is considered as one of the levers for action. For all that, although the other major confederations have not modified their statutes, they nevertheless commit their militant forces to the defence of sustainable development. This is illustrated by the management union (CFE-CGC), which has just published (end 2019) a guide on SDOs for SMEs. On its website¹³⁰, this confederation claims to be one of the first trade union organisations to have joined (in February 2018) the United Nations Global Compact on the respect of international labour and environmental standards. The guide is interesting in that it includes many testimonies of concrete actions of SMEs regarding the respect of SDOs identified by these managers. In this document, the trade union confirms the relevance of social dialogue. It concludes that, once SDOs (or some of them) have penetrated the culture of trade union action, it becomes highly likely that they will be considered in collective bargaining rounds.

This dynamic has recently gained momentum in the media and at the national level with the promotion of a doctrine, with 66 political proposals, entitled *The urgency of a social and ecological pact (To give everyone the power to live)*

¹³⁰ <https://www.cfecgc.org/actualites/la-cfe-cgc-edite-un-guide-sur-les-objectifs-de-developpement-durable-odd>.

(March 2019). This document, which came from civil society, was strongly relayed by the media as it was embodied by Nicolas Hulot (popular environmental activist and former Minister of Ecological Transition) and the General Secretary of the CFDT (Laurent Berger). This communication was carried out in the midst of a crisis known as the “yellow vests” crisis and mobilizations for the climate. This pact is the bearer of a renewed social doctrine that almost takes the form of a government programme¹³¹. It is in fact due to the initiative of a coalition of nineteen organisations (foundations and associations) from the environmental protection and social movement, including three reformist trade union confederations (CFDT, UNSA and CFTC). The document aimed to lay the foundations for a broader public debate and an agenda for transforming public policy. The development model is challenged (reinventing the common good to rebuild society) in order to reconcile ecological transition and social justice. The ambition of the signatories of this pact is to defend 66 global proposals to the government, some of which aim to fight climate change, halt the erosion of biodiversity and improve the daily lives of citizens. Among the concrete proposals linked to sustainable development are those relating to mobility (employer reimbursement of carpooling and bicycle expenses for commuting) and those relating to the need to guarantee support for employees and companies regarding the consequences of the ecological transition on employment. This pact aims to guide public policies so that social and environmental issues are placed at the heart of political decisions. On the doctrinal level, the alliance of trade union and association actors attest to the porosity (or even unity) of certain social and environmental demands. However, this leads to a blurring of the social dialogue landscape since the approach is global and includes new actors from civil society (associations, foundations and NGOs).

In conclusion, it should be noted that, following the Paris Agreement on Climate Change, a specialized journal in the field of social issues stressed that a new narrative for trade unionism was being constructed, particularly around the theme of just transition¹³². Verbatim statements by international trade unions (IndustriAll Global Union) and certain resolutions of the European Trade Union Confederation (ETUC) were cited as evidence of the “greening” of the trade union agenda. It can be observed that this greening is also gradually permeating national practices.

¹³¹ <https://www.publicsenat.fr/article/politique/berger-et-hulot-proposent-leur-pacte-social-et-ecologique-138693>.

¹³² LIAISONS SOCIALES, *L'accord de Paris sur le climat offre un nouveau récit pour le syndicalisme*, in *Actualités*, 24 décembre 2015, 1.

Testimonial (climate)

Union Départementale Day (Alpes-Maritimes, France) – CFDT – 26 November 2019 – Nice. Theme: What answers to the climate challenge?

It is more in a “citizen approach” than a purely trade union *approach* that the Union Départementale 06 (Alpes Maritimes) of the CFDT organised a day on 26 November 2019 entitled: What responses to the climate challenge? – a day to which a member of the Agreement team¹³³ was invited to attend.

This event aimed to inform and raise awareness not only among members and activists but also among the general public on issues related to global warming. Numerous speakers (representatives of NGOs, local associations, citizens’ movements and experts) contributed on all of these issues, based on the findings of the IPCC and certain economic analyses that were presented on this occasion. At the same time, a local approach to the ongoing effects of climate change on the territory of Nice and its surroundings was developed.

The departmental union decided, for the first time, to cooperate with stakeholders other than trade unionists because the union, especially at the local level, does not necessarily have the competence to deal with such a subject. This is a fairly innovative idea in the union community at this local level.

According to Audrey Navarro, the secretary of the UD 06, who was interviewed by C. Vanuls, this is the first time that the departmental union has opened one of its meetings to the general public by dealing with a subject with a societal dimension that tends towards other perspectives than industrial relations. Moreover, it should be noted that during this day, the question of work was not addressed.

The organisation of this event shows the CFDT’s awareness (which is not new) of the impact of ecological problems on working conditions and the evolution of professions that are taking shape.

It also follows the trade union organization’s adherence to the *Power to Live* Pact through which 19 organizations (associations, NGOs, trade unions, including UNSA and CFTC) decided to join forces at the beginning of 2019 to bring about the convergence of the ecological and the social (mentioned above). The ambition of the signatories of this pact is to defend 66 proposals to the government that will enable the fight against climate change, stop the erosion of biodiversity and improve the daily life of citizens. This pact aims to guide public policies so that in

¹³³ Ms Caroline Vanuls (Aix-Marseille University).

each standard and at all levels, social and environmental issues become at the heart of political decisions.

The CFDT intends to relay this message internally, at local level, by organising a tour de France of this pact. The next step at the regional level: a day organised by the Union Régionale Interprofessionnelle PACA (Southeast France interprofessional union), on 6 February 2020, devoted to: the «democratic emergency» and «the construction of this pact and the project of society that it carries». Among the themes that will be dealt with are environmental health and ecological transition.

Following this day of November 26th, Audrey Navarro intends to pursue two objectives:

- the first is to multiply these initiatives because the CFDT has long been carrying a social project that includes the environment in particular and does not stop at the walls of the world of work;
- the second is to try, in the medium term, to make the trade union actors of the company (staff representatives, trade union delegates) aware of these issues so that they can take them on board and open up social dialogue to new perspectives.

5.2. Institutional participations

Far from seeing themselves as mere counter-powers, French trade unions are associated with institutional commitments that closely intertwine social and environmental issues. Three major examples can be presented here, in that they participate in the social dialogue on the subject. These are the role played by France Stratégie (and its CSR Platform), the action of the Economic, Social and Environmental Council (EESC) and finally that of the National Control Point (PCN).

France Stratégie (CSR Platform)

In 2013, the Commissariat général du plan (later called the Centre d'analyse stratégique) was replaced by FRANCE STRATÉGIE. It is a body of expertise and prospective analysis on major social and economic issues. It reports to the Prime Minister¹³⁴. Its role is to make recommendations to the executive branch, organize

¹³⁴ <https://www.strategie.gouv.fr>.

debates and lead consultation exercises. The SDOs of the Agenda 2030 adopted in 2015 by the United Nations constitute a framework that structures the implementation of sustainable development in France and in the work of France Stratégie. This institution networks various bodies (the Employment Orientation Council, the High Council for the Future of Health Insurance, the Pension Orientation Council, the High Council for Climate, etc.) including the National CSR Platform, which is made up of some fifty organisations representing the various stakeholders in corporate social responsibility. This platform is made up of five clusters: 1) Business and Economic World Cluster; 2) Employees' Trade Union Organizations Cluster; 3) Civil Society Organizations Cluster; 4) CSR Researchers and Developers Cluster; 5) Public Institutions Cluster. This mix of trade unions and associations should be highlighted because it attests to the competing or complementary influence of modes of representation and participation. Such an organisation of the power of recommendation (at the national level) can only encourage trade unions to open up their actions on subjects that go beyond the professional framework alone, especially since other non-union organisations (Associations, NGOs, Observatories, etc.) can also make demands that may have an impact on the mode of production and the organisation of work. Such interactions help, in part, to explain the transformation of the scope of trade union action.

The recommendations of the CSR Platform are numerous and sometimes followed by action. This is the case, for example, for enriching the content of extra-financial reporting (information on the circular economy and greenhouse gas emissions) and extending it to institutional investors (2016 Activity Report). Among the most significant actions, the Platform issued an opinion on the revision of the ISO 26000 standard (2017 Report), made recommendations in the framework of the action plan for the growth and transformation of companies (PACTE),¹³⁵ and recommended measures in the area of circular economy to encourage VSE/SMEs to launch plans to reduce their energy and resource consumption. It even suggests «integrating the company's environmental strategy into the criteria for individual or collective evaluation of employees and into profit-sharing agreements». The 2020 work programme of France Stratégie will be very much oriented towards *Les Métiers 2030* (Jobs 2030). The platform will formulate a diagnosis and proposals on the biodiversity footprint of companies and on sector-specific CSR labels adapted, in particular, to small businesses.

¹³⁵ On the PACTE law, see the section *Literature review*.

Economic, Social and Environmental Council

In many respects, the Economic, Social and Environmental Council (EESC) appears to be a cradle of environmental social dialogue at constitutional level. The EESC is a consultative assembly provided for by the French Constitution (Articles 69 et seq.). It brings together intermediary bodies, including the most representative professional organisations. Its constitutional role is poorly identified, but from the end of the Second World War, General de Gaulle was in favour of socio-professional representation (Bayeux speech, 1946), which led to his departure because of the failure of the 1969 referendum to merge this assembly with the Senate. The EESC was reformed by a constitutional law of 2008. It was from this law that the word “environmental” was added to the former name (Economic and Social Council). It is a body representative of the country’s major activities and takes the form of a consultative assembly with a parliamentary appearance (hence its originality). It can be seized by the Government on draft laws or regulations, or by petition. It may be consulted by the¹³⁶ Government and Parliament «on *any problem of an economic, social or environmental nature*» (Article 70 of the Constitution). Substantive jurisdiction is therefore very broad and opinions are voted on¹³⁷. This environmental openness required adjustments to its composition in order to reserve places among its members for qualified persons, in particular those with «recognized expertise in scientific matters and in the field of environmental protection»¹³⁸. This opening was achieved by Organic Law n. 2010-704 of 28 June 2010 (thirty-three members, out of a total of 233, represent the protection of nature and the environment). This being said, it appears that the work linking social and environmental issues is numerous and significant. They attest, by the very fact of the EESC’s membership, to the interference of representative professional organisations in raising awareness of cross-cutting issues. The EESC thus acts as an incubator for the dissemination of knowledge and the broadening of awareness, and it is up to the social partners in the field to extract the useful grain from it.

¹³⁶ Consultation is mandatory for draft planning or programming bills of an economic, social or environmental nature (Article 70 of the Constitution).

¹³⁷ It examines economic, social and environmental developments and suggests any adjustments it deems necessary (see the EESC’s Rules of Procedure).

¹³⁸ Comité de réflexion et de proposition sur la modernisation et le rééquilibrage des institutions de la Vème République (known as the BALLADUR Committee), La documentation française, 2007, 73.

Among the most significant reports related to the subject matter of the AGREEMENT research programme, the following reports or opinions can be cited (without concern for completeness): 1) Corporate Social Responsibility (CSR): European dynamics and international tools (2019). 2) VSE-SMEs, how to make a successful transition to carbon neutrality (2018). 3) European maritime transport policy in relation to sustainable development issues and climate commitments (2017); 4) Climate justice: challenges and prospects for France (2016); 5) Employment in the ecological transition (2015); 6) Environmental and social inequalities: identifying emergencies, creating dynamics (2015); 7) CSR: a path for economic, social and environmental transition (2013); 8) Assessment of the *Grenelle de l'environnement*: for a new impetus (2012)... While it is not the place to make a synthesis for each of these documents, we can nevertheless identify concrete proposals, some of which are inspiring for formal or informal collective bargaining. We will pass over the fact that one of them suggests the creation of a World Environment Organization on the model of the ILO (2013), to note the following points. These documents insist on the need for a broader search for reciprocal commitments beyond the social partners alone (in our opinion, this leads to a review of the model of the collective contract). The 2018 report targets SMEs, recommending, in particular, that employees be made aware of and involved in carbon-neutral approaches. The 2015 report is rich in lessons. This important report proposes to integrate environmental issues into the forward-looking management of jobs and skills (GPEC in French) with a supporting role for the branch for VSE-SMEs. It also suggests improving the evaluation of employment in the ecological transition and broadening the environmental competence of staff representative institutions. In 2019, it proposes to entrust the ILO with the task of making the different CSR instruments converge and to provide technical support for the conclusion of transnational framework agreements. With regard to companies, it is suggested to encourage tangible CSR actions (dialogue with stakeholders) and to better involve employees in the negotiation of international framework agreements. Finally, several times (2019 and 2013), it is mentioned that the National Contact Points (NCPs) should be further strengthened in order to generalise their tripartite operation and develop information about them. This latter information is illustrative of the importance attached to the institutional dialogue developed within the NCPs.

National Contact Point

NCP National Contact Points should be linked to the action and influence of the OECD. The OECD has adopted Guidelines for Multinational Enterprises¹³⁹. This has led to the establishment of monitoring arrangements on the part of partner countries through so-called National Contact Points (NCPs). Each NCP is thus the national reference body for the implementation of the Guidelines. It provides information on and promotes the principles to companies, members of civil society and other NCPs in States adhering to the Declaration. The NCP is a forum for the exchange of information on the activities and initiatives of its various members related to the Guidelines (promotional activities, provision of information, publications, recommendations and opinions on difficulties in implementing the Guidelines). It is required to submit an annual progress report to the OECD Investment Committee on the occasion of the annual meeting of NCPs. The NCP also provides a forum for mediation and conciliation between business and civil society¹⁴⁰. Indeed, the NCP may be referred to it by one or more trade unions, NGOs, individuals, a political leader in the event of non-compliance with the Guidelines by a French company in France or abroad or by a foreign company on French territory. However, the NCP is not a court of law and therefore has no binding means to impose its recommendation on either party; the only remaining risk, in terms of corporate image, is the risk emanating from the public statement issued by the NCP. Two particularly visible results can (among others) be cited here.

Example 1: Report on Implementation of the *OECD Guidelines in the Textiles and Clothing Sector* released on 2 December 2013¹⁴¹. The NCP heard sixty people from stakeholders in the sector: companies, business federations, audit and certification companies, the ILO, French and international trade unions, NGOs, a consumer association, an extra-financial rating agency, a *think tank* on responsible purchasing, AFNOR (standards agency), experts and researchers. The NCP has

¹³⁹ <https://www.oecd.org/fr/daf/inv/mne/2011102-fr.pdf>. The role of the Trade Union Advisory Committee to the OECD (TUAC) and the NGO coalition OECD Watch in relation to the OECD is recalled here.

¹⁴⁰ The OECD has identified more than 326 referrals dealt with since 2000 through the 45 NCPs, initiated by associations, NGOs and members of civil society.

¹⁴¹ On 17 May 2013, the Minister in charge of foreign trade had referred the matter to the NCP for a report to draw conclusions from the RANA PLAZA tragedy. The report is available online at <http://www.tresor.economie.gouv.fr/file/398810>.

made proposals on responsible business conduct and relations with subcontractors in this sector.

Example 2: In 2010, the French NCP was seized of a request formulated by a dozen NGOs against the industrial group BOLLORÉ. It was found that the activities of SOCAPALM, THE Cameroonian subsidiary of the Luxembourg group SOCFIN, WHICH IS 38.75% owned by the French group Bolloré, had caused damage to the environment and the population. The Bolloré group has agreed to enter into mediation in 2012. The mediation resulted, in September 2013, in the drafting of a vast action plan «aimed at the concrete improvement of the living conditions of workers, their families and local populations» (renewed supply of protective equipment, cleaning of pollution plugs in waterways, etc.). In November 2014, the French group ceases to implement the plan on the grounds that Socfin refuses to implement it. The French NCP will enjoin the group to use «its influence over its business relations to implement the identified objectives». In 2015, the Bolloré group is sued for failure to implement the action plan (resulting from the mediation), which the plaintiffs intend to enforce (by having the contractual nature of the plan recognised). In 2016, the French NCP will withdraw from the management of this case in favour of the Belgian NCP, which is deemed to be better able to manage the case, since the company Socfin (whose head office is in Luxemburg) is 50.2% controlled by a Belgian businessman. The procedure was closed in June 2017 on the basis of the «refusal of the Socfin group to carry out neutral and independent control and monitoring» as initially foreseen.

On analysis, the French NCP can also be presented as a forum for social dialogue in the broadest sense. Its rules of procedure¹⁴² set its composition, which is tripartite in nature, i.e. for the State, representatives of several ministries (economy and finance, labour and employment, foreign affairs, environment) and for civil society, representatives of companies (via the main French employers' organisation: MEDEF) and representatives of the five major trade union confederations of employees. In carrying out these missions, the NCP may occasionally call on external speakers recognised for their technical expertise (e.g. on corporate social responsibility, human rights, the environment). Any participation of an outside personality must be agreed to by the members of the NCP.

¹⁴² Rules of Procedure of the French NCP, latest version, 5 February 2019.

6. Content analysis (green clauses)

The content analysis focused on the most significant environmental scope clauses. In order to target the research, the choice was made to focus on collective labour conventions and agreements. As the tools of informal social dialogue (codes, guides, charters) open up infinite possibilities, it was necessary to refocus the analysis on the products of collective bargaining more strictly understood (a selective list of agreements or commitments containing “green clauses” is given in the appendix). The empirical research lasted for the duration of the project, but the research on agreements was limited in time (three months) by the recruitment of an intern provided in the research programme. The list of collective agreements is therefore not intended to be exhaustive (21 global or transnational agreements, 3 national interprofessional agreements, 54 branch agreements, 140 company agreements, 62 charters, codes or guides, 20 government collective contracts). It ends at the end of September 2019. It was first necessary to identify the agreements, read them and isolate the clauses referring to the environment or sustainable development or ecology, often on a very marginal basis. To avoid getting lost in the ocean of information, the choice was made to give priority to sectors of activity¹⁴³ but without excluding others. Then, once the agreements and clauses had been identified, it was necessary to select those with the most significant scope and, if possible, going beyond the mere statement of principle (thus narrowing the selection). In addition to the selective list of agreements in the annex, tables identifying the agreements and isolating the clauses were extracted. They cannot be included in this summary report. It is in itself a working tool, a static database that can be used by other researchers. For this reason, it has been chosen to place it in the HAL AMU Open Archive to encourage future collaborative research.

Internet search tools have been decisive, particularly in the case of the LEGIFRANCE website, from the tabs [company agreement] or [branch agreement] (official site for the dissemination of French collective agreements since 2016). Some agreements could be found using traditional search engines. Some

¹⁴³ Privileged sectors in digital research: aeronautics, technological industry, automotive industry, energy industry, oil industry, chemical industry, banking and insurance, mass distribution, food trade, building and public works, transport...

commercial websites (LAMYLINE, LEXISNEXIS) have proved to be relevant for identifying transnational or global agreements, or charters, particularly through the insertion of keywords¹⁴⁴. With regard to collective contracts concluded between federations and the government, the websites of the ministries concerned provided access to information sources (see above). As these have already been summarised, the analysis of the clauses will now focus on the clauses of collective labour agreements that are more strictly understood.

6.1. Clauses concerning staff representation

Despite a major reform in 2017, a significant part of the missions of the staff representation remains focused on the prevention of occupational risks. But before going into details on this topic, it is worth recalling a development which, in terms of information/consultation, has led some large companies to transmit their extra-financial reporting (including environmental information) to their Social and Economic Committee (SEC, or CSE in French). The SEC is mainly composed of elected members. However, trade union delegates are by right trade union representatives on the CSE in companies with fewer than 300 employees. Above this threshold, representative trade unions may appoint their trade union representative to the ESC. This opening towards trade union organisations contributes to the dissemination of non-financial information. This extra-financial reporting has been the subject of an evolution. It was made compulsory for listed companies in 2001. In 2010, the legislator structured the reporting system by intensifying the information to be provided and extending its scope to the major sectors of activity (commercial, financial, mutual, etc.). A decree adopted in 2012 broadened the scope of companies subject to this report, targeting unlisted companies with more than 500 employees and turnover or balance sheet total in excess of EUR 100 million. Social and environmental information has been expanded (pollution, waste management, energy consumption, etc.). The regulatory authority then added two items: one relating to the circular economy, the other relating to climate change. Under the influence of European law, the

¹⁴⁴ Examples of keywords: sustainable development, environment, pollution, sustainable mobility, green mobility, environmental performance, energy performance, renewable energies, ecology, social and environmental responsibility, CSR, ethics, recycling, bicycle, carbon footprint/balance sheet, eco-driving, clean transport, clean vehicles, energy transition, waste, greenhouse gases, energy saving, natural resources, green growth, CO₂, climate, social and environmental responsibility, carpooling.

modern legislator has further strengthened the extra-financial reporting mechanism. Companies above a certain threshold must now formalise their measures taken to adapt to the consequences of climate change and their greenhouse gas emission reduction targets. Although this mechanism is provided for in the Commercial Code (Articles L. 225-102-1 and R. 225-105), a link is established with social dialogue. Indeed, the Labour Code details all the social and economic information that the employer must transmit to the SEC. In this respect, it must establish a database. When the company has more than 300 employees, the regulations state that the database must, for companies subject to extra-financial reporting, contain the environmental information referred to in the Commercial Code. That said, the law allows a company collective agreement to define the architecture, operation and content of the database. It follows that collective bargaining can open the database to environmental information, including for companies that are not subject to extra-financial reporting requirements. That being said, the environmental information circuit within the representative institutions contributes to raising the awareness of the working community to environmental issues. Within the framework of this research, it was not possible to identify, at this stage, any significant agreements modifying the databases on this point. However, some agreements sometimes open up the field of information on the environmental sphere.

That being said, it should be recalled that the company social committee (CSE in french) has replaced the former staff delegates and the works council (for companies with more than 50 employees). Similarly, the functions of the former CHSCT (health and safety committee for working conditions) have been absorbed by the CSE. It is only when the company has more than 300 employees that the CSE must establish an occupational health and safety commission (CSST in french), unless a more favourable agreement is reached that would lower this threshold. Although the legislation has changed little on this point, analysis of the Labour Code suggests that elected staff representatives could use their powers in the area of environmental protection where the health of workers is concerned, in particular through the use of their right to information and consultation. However, in the absence of more precise texts and of any impact on health, no prerogative is expressly dedicated to them, with the exception of one particular right: health and environmental warning. However, this right remains unknown (cf. survey in appendix). On the other hand, in the context of high-risk industrial establishments, the texts open up the prerogatives linked to information/consultation on the prescriptions, obligations and environmental decisions of managers (chemical, technological, nuclear risks, etc.), notably with reference to the environmental

code¹⁴⁵. It should be added here that the law itself (article L 4523-11 of the Labour Code) institutes an extended CSST when external companies intervene on the site of a classified company. The law refers to collective bargaining (branch, company or establishment) to determine the representation of external company managers within the CSST. Only in the absence of an agreement, does a decree specify the functioning of this extended commission (the decree's complementarity to the collective agreement). In other words, the legislator is betting on collective bargaining on this specific point, including from an inter-company perspective.

Apart from the particular case of classified companies (see above), the freedom of agreement suggests that the collective agreement can assign more environmental missions to the institutions representing the employees. This is true at the level of proximity (company negotiation). On the other hand, the partners of branches do not seem to have invested this prerogative. To date, we have not found any listed branch agreement provision providing for a clause on the environmental prerogatives of employee representatives (which does not mean that there are none). To date, innovation is rather based on the actors in the field.

Some company agreements involve employee representatives in the company's environmental policy. These agreements integrate an environmental dimension into the missions of the representative body without giving them a very active role. The conventional provisions on the subject are drafted in a very evasive manner and concern the areas of information and consultation. With regard to collective information, some agreements state that elected representatives or trade union representatives are informed of «changes in HSE policy»¹⁴⁶ (i.e. Health, Safety, Environment), «in the event of an environmental, industrial (or other) crisis affecting the company»¹⁴⁷, on the «economic, social, commercial, business

¹⁴⁵ V. art. L. 4521-1 du code du travail et seq., relating to basic nuclear installations and installations likely to give rise to public utility services.

¹⁴⁶ Agreement on Social and Economic Dialogue – TOTAL Group – July 13, 2018: «The central CSSCT examines the health, safety and working conditions results consolidated at the ESCU level. It is informed of changes in the Group's HSE (health, safety and environment) policy, including those concerning expatriate personnel».

¹⁴⁷ Agreement *Building the Group's future together. A new impetus for growth* – Peugeot-Citroën automobiles, July 8, 2016: Ambition 3 – Consolidate social leadership (Title 1 – Chapter 1): «Introduction of an emergency information process for Central Union Delegates in the event of a media, environmental, industrial or other crisis affecting the company. In the event of a media, environmental, industrial or other crisis impacting the Company, the Management undertakes to

and sustainable development issues, ... in a cross-cutting vision»¹⁴⁸ or on the CSR policy or good practices of the¹⁴⁹ group or company¹⁵⁰. Regarding the consultative role in the environmental field, a few examples illustrate the involvement sought.

Thus, the AIRBUS FRANCE group stipulates in its agreement on social dialogue¹⁵¹ that the central and establishment SECs are consulted on «the annual report on the general situation of health, safety, environment and working conditions and the actions carried out in these areas». In addition, «the establishment's CSSCT exercises, by delegation from the establishment's SEC, all the SEC-E's attributions relating to health, safety, the environment and working conditions within the scope of the establishment concerned». It should also be noted that social representatives have been appointed at the level of each establishment, and who appear as local representatives. They «play a special role in the areas of health, safety, environment and working conditions, in conjunction with the SEC and CSSCT, and complement a voluntarily reinforced system for dealing with these priority issues for Airbus in France». However, in all these provisions, nothing is specified on the exact content of these environmental attributions entrusted to employee representatives. The observation is even more disappointing when the general clauses refer to the environment but are not included in the application clauses. Thus, in the context of the recurring consultations defined in the AREAS agreement signed on May 30, 2018¹⁵², the text defines the notions of “citizenship” or “social responsibility”, as the consideration by the company of social and environmental dimensions in its activities. However, the consultation of the SEC in this area only concerns equality, disability and the right of expression of employees. Environmental issues are not included in the list of consultations. Similarly, in the VINCI CONSTRUCTION France agreement of 12 October 2018, the text «agrees to implement actions to

convene, if not physically, at least by means of an audioconference, the Central Union Delegates, within the shortest possible time, in order to share the information in its possession. It is agreed between the parties that this process is not a substitute for the existing processes with regard to the company's representative bodies».

¹⁴⁸ Agreement *For a new social dialogue* – ORANO CYCLE – 10 July 2018.

¹⁴⁹ Global Framework Agreement on Corporate Social Responsibility of the PSA Group, 2017.

¹⁵⁰ Collective agreement relating to the setting up of the Central Social and Economic Committee and the social dialogue arrangements for the SEC sector – EDF SA – June 28, 2019: as part of the consultation of the Central SEC on the company's research and technological development policy, the SEC receives information relating to Social and Environmental Responsibility (SER).

¹⁵¹ Group agreement on the overhaul of social dialogue within Airbus in France – 12 October 2018

¹⁵² Agreement on the functioning of the SEC and the organisation of social dialogue – AREAS SERVICES – 30 May 2018.

raise awareness of environmental or health issues that can sometimes go beyond the strict professional framework». However, the employer associates the CSSCT only «with the prevention of psycho-social risks and the analysis of indicators relating to working conditions in order to define action plans adapted to the company's situation»¹⁵³. The environmental perspective is based on an announcement effect, the practical implementation of which is difficult to see in practice in the light of the contractual clauses alone.

However, in a bolder way, some representative bodies have special commissions, advisory bodies, in charge of subjects related to CSR or sustainable development. This is the case of the Sustainable Development, Social and Environmental Responsibility and Safety Committee set up within the TOTAL¹⁵⁴ Group's European Works Council, which provides a forum for discussion with management representatives on the following topics: «Sustainable development, social and environmental responsibility and safety»; or the BHV EXPLOITATION¹⁵⁵ CSR Committee, which «aims to raise the social, environmental and economic concerns related to the company's activities and to inform elected officials about the more ethical and sustainable practices implemented by the company, in order to contribute to sustainable development issues». It remains to be seen how this involvement is carried out in practice and whether it gives rise, in addition to the exchange of information, to genuine consultation procedures.

In conclusion, it should be noted that, as the SEC is an elected representative institution, the company must organise elections every four years and establish a voting procedure. It is often noted that company agreements that organize voting by electronic means often justify this use of digital technology for reasons of sustainable development¹⁵⁶. Even if this clause appears to be stereotypical, the

¹⁵³ Company agreement on the promotion of the quality of life at work at the headquarters of VINCI CONSTRUCTION FRANCE – October 12, 2018.

¹⁵⁴ Addendum of June 30, 2017 to the agreement establishing the European Committee of March 20, 2001 amended on June 29, 2005 – TOTAL.

¹⁵⁵ Company agreement on the functioning of the social and economic committees and the establishment of the central social and economic committee – BHV Exploitation – 2 July 2018.

¹⁵⁶ Company agreement on electronic voting for the elections of employee representatives to the social and economic committee, GEIE Synergie, July 1 2019; Agreement on electronic voting for the elections of members of employee representative bodies, STARBUCKS COFFEE FRANCE, June 17, 2019; Agreement on electronic voting for the DASSAULT SYSTÈMES professional elections, July 17, 2019; Collective agreement on the implementation of electronic voting in the context of the professional elections of the members of the SEC, MAGASINS GALERIE LAFAYETTE.

environmental approach therefore constitutes an additional argument alongside that of simplifying, securing and optimising the ballot. Finally, it is said that if the designation takes into account environmental issues, there should be even less of an obstacle to the missions of the representation opening up to objects that protect the environment on the scale of the company's activity.

6.2. Performance indicators

References to CSR or sustainable development are increasingly frequent in collective bargaining. But whether at the branch or company level, these references remain rather evasive. Some agreements are more detailed and establish performance indicators to assess the objective set by the social partners.

Within the branch agreements, the understanding of CSR performance remains very general. A few collective agreements have CSR as their main direct¹⁵⁷ objective; most branch agreements mention CSR or sustainable development as a simple objective¹⁵⁸ or as a general theme for future negotiations¹⁵⁹. Other agreements, although rare, are more specific. Performance indicators are included among the criteria for employee profit-sharing (see below) or in the areas of energy savings or resource and waste management (see below). However, in most

¹⁵⁷ Agreement of April 7, 2011 on corporate social responsibility: National collective agreement for public works employees, technicians and supervisors of July 12, 2006. In this agreement, a clause defines the indicators for monitoring CSR performance, in particular indicators relating to the preservation of the environment by companies; Amendment n. 1 of May 6, 2014 to the agreement of April 7, 2011 relating to corporate social responsibility: National collective agreement for employees, technicians and supervisors of public works of July 12, 2006, Amendment of the 2011 agreement establishing a CSR scorecard for public works companies.

¹⁵⁸ Amendment of February 18, 2011: Collective agreement for the metallurgical, mechanical and related industries (Gironde and Landes). In this agreement, the parties mention that they encourage innovations, and choose to give as an example those related to eco-design and sustainable development.

¹⁵⁹ Agreement of February 7, 2019 on minimum wages as of January 1, 2019: National collective bargaining agreement for banks of January 10, 2000. The parties indicate that they wish to engage in a joint dialogue on CSR «These major themes will make it possible to address or pursue subjects such as disability, professional equality, health and safety, territorial issues (travel plan, inclusion), in order to identify three-year commitments and actions carried out by companies»; Agreement of February 15, 2016 on minimum wages for the year 2016: National collective agreement for banks of January 10, 2000. The branch is committed to implementing joint technical groups, particularly on the subject of CSR.

sectors, there are no performance indicators to determine how to measure satisfaction of the sustainable development objective¹⁶⁰.

A national agreement is, however, indicative of a certain effort at precision. This is the Agreement of June 24, 2014 on profit-sharing, which is an amendment to the National Collective Agreement for General Social Security Consultants of April 4, 2006. The indicators used to calculate the local share of profit-sharing are structured around the three main areas corresponding to the national indicators: 1°) quality of service (including dematerialization); 2°) risk management (including the fight against fraud); 3°) economic and social performance (including sustainable development). The profit-sharing system is thus based on a score attributed to each of the organisations according to the results obtained for each of the indicators. For the organizations concerned (primary health insurance funds), the performance indicator for the sustainable development theme is the *Drafting and signing of a CSR charter respecting the ten national commitments before December 31, 2014* (p. 11). The issue of profit-sharing will be developed further (see below).

Company (or group) agreements whose main purpose is CSR lay down more precise provisions on CSR and the environment, sometimes with a reference in a European group agreement – it should be noted – to the 2003 Global Compact¹⁶¹. An example serves to underline this precision. From our point of view, the various items dealt with can be considered as performance indicators. This is the Casino group agreement on corporate social responsibility (18 April 2014). This agreement promotes CSR governance (setting up an environmental referent / CSR indicators / CSR training for employees), addresses CSR in relations with suppliers (responsible purchasing / actions towards suppliers in countries at risk / support for the social and solidarity economy). It is committed to promoting responsible consumption among customers, including the fight against food

¹⁶⁰ Agreement of 19 June 2013 on the development of collective profit-sharing: National collective agreement for the staff of public housing offices of 6 April 2017; Agreement of 19 June 2013 on the development of collective profit-sharing: National collective agreement for the staff of public housing offices of 6 April 2017 (the social partners base profit-sharing on various criteria and in particular a criterion of effectiveness of CSR approaches that include the improvement of social and environmental impacts).

¹⁶¹ European Agreement on Social Responsibility, GAZ DE FRANCE, 2 July 2008. Clause on environmental protection. The “environment” clause is included in the paragraph *Gaz de France Group’s commitments to third parties*. Reference is also made to the 2003 Global Compact. – See also the VALEO Corporate Social Responsibility Agreement, July 10, 2012.

waste. Finally, with regard to the environmental commitment, the agreement refers to the fight against global warming, the improvement of energy efficiency and the reduction and recovery of waste.

Profit-sharing

The most relevant indicators are those used in profit-sharing agreements. The objective here is to encourage employees to implement the CSR strategy implemented by the company. Indeed, employees are key players in enabling the company to meet such objectives. Some group agreements are general and incentive-based. For example, the RENAULT agreement on profit-sharing for the years 2017-2018-2019 of March 10, 2017, provides in a fairly general way that companies and establishments may select indicators related to the environment and CSR. Other agreements are more specific with regard to the criteria used to calculate profit-sharing. Non-financial criteria include: ratings awarded by rating agencies¹⁶² or by reference to specific barometers¹⁶³, the amount of purchases made from the adapted and protected sector¹⁶⁴, energy consumption control¹⁶⁵, a reduction in the number of printing jobs or an increase in the number of hours of remote meetings¹⁶⁶, a reduction in staff travel¹⁶⁷, and the inclusion of actions (bonuses) concerning conversion to less polluting vehicles¹⁶⁸.

¹⁶² Profit-sharing agreement covering fiscal years 2017, 2018, 2019, June 28, 2017, SOCIETE GENERALE: «the performance indicators are the amount of dividends paid to shareholders [financial criterion] and a Social and Environmental Responsibility (SER) indicator [extra-financial criterion]. The latter is composed of a first criterion that takes into consideration the rating assigned by RobecoSAM and a second criterion based on the progression of the amount of purchases made from the adapted and protected sector».

¹⁶³ Employee profit-sharing agreement 2018/2019/2020, June 28, 2018, SCHNEIDER ELECTRIC INDUSTRIES: «The fourth indicator is the schneider sustainability impact barometer [...] which is a tool for measuring the company's performance in terms of sustainable and responsible development. It is composed of 5 major sustainable development issues and 21 progress plans. Specific objectives have been defined and for which results are measured and communicated quarterly».

¹⁶⁴ Ibid.

¹⁶⁵ Profit-sharing agreement 2018-2019-2020 – June 28, 2018, ORANGE SA: in addition to financial criteria, profit-sharing is calculated based on an indicator of energy consumption control (electricity); MICHELIN Group agreement concerning the implementation of the collective profit-sharing scheme for the 2011-2012-2013 company results, May 10, 2011 (indicator relating to the reduction of energy consumption).

¹⁶⁶ Collective agreement on profit-sharing 2017,19 June 2017, EDF SA.

The example of the SOLVAY group deserves to be mentioned, even though it was signed in Belgium. The 2015 global agreement provides for a detailed global profit-sharing mechanism for a fixed term (2 years). Incentives are mobilized for purposes of motivation, recognition and to strengthen the sense of belonging. Quantitative and qualitative sustainable development criteria are added to the purely financial objectives. 2 million will be paid out if the average self-assessment made in the context of ethical indicators (Solvay way) at all the Group's sites worldwide increases by 10% compared with the previous reference year. It is difficult here to identify the useful criteria and the methods for allocating the envelope, as the reference to an internal code makes it difficult to identify objective criteria.

In terms of domestic contractual law, the ORANGE¹⁶⁹ profit-sharing agreement can be mentioned. The company wants to reflect its environmental commitments. Three main sets of indicators are retained (financial indicator, customer service quality indicator and the CSR indicator). The CSR indicator is taken into account for 5% of the overall envelope. The reduction in electrical energy consumption is specifically mentioned in the agreement (reduction rate of 2.8% in the number of Gigawatt/h precisely displayed). This concerns the consumption of sites hosting technical or mixed activities (technical or tertiary activities). However, the effectiveness of this indicator depends on the ability of the electricity supplier to provide the relevant data (otherwise this criterion is neutralised). The indicator is audited by an independent firm and within the framework of Afnor ISO 14001 and 50001 certifications, the energy performance as a whole is also audited.

¹⁶⁷ Agreement of June 29, 2010 relating to profit-sharing (2010-2012), national collective agreement for employees, and executives of the social regime for self-employed persons.

¹⁶⁸ Environment Reward Agreement: Conversion bonus for employees' polluting vehicles, GEOTHERMIE BOUILLANTE; Agreement on the *Quality, safety and environment bonus* for drivers, COMPAGNIE DES AUTOCARS DE TOURAINE, Amendment n. 3, February 13, 2018: QSE bonus for drivers who help the company to achieve performance objectives, particularly in terms of environmental protection; CAPGEMINI profit-sharing agreement, June 28, 2019: CSR indicator relating to the reduction of greenhouse gas emissions; Agreement concerning the implementation of collective profit-sharing and profit-sharing 2017-2018-2019, MICHELIN, June 7, 2017 (indicator relating to ideas for progress put forward by employees and which may concern the environmental field).

¹⁶⁹ Profit-sharing agreement ORANGE SA 2018, 2019, 2020, June 28, 2018.

Premiums

In terms of financial compensation, the clauses relating to profit-sharing proved to be the most significant. It should be recalled that profit-sharing is not intended to replace remuneration. However, incentive mechanisms do exist and do not take the path of collective redistribution. Thus, in practice, certain bonuses may be granted. For example, in the road sector, “fuel” or “environmental” bonuses are granted when the driver has made savings. Managers organising “challenge systems” between drivers. However, practitioners consider that it is difficult to generalise such practices in the road sector given the great diversity of companies¹⁷⁰. In other sectors, some conventions have paragraphs on remuneration that refer to sustainable development. For example, in the case of metallurgy, the supplementary remuneration system for inventions subject to patent insists on research into eco-design and sustainable development¹⁷¹.

It should be noted in conclusion that some financial products, conceived as deferred compensation, are linked to sustainable development. The agreements designate a supplementary employee savings¹⁷² or collective retirement fund, governed by the Monetary and Financial Code; they specify the sectors in which the funds may be used to finance social and solidarity-based activities, including environmental protection, eco-efficiency, organic farming, or renewable energies (financial strategy of the fund)¹⁷³.

¹⁷⁰ E. POUEROUILLIE, *L'articulation entre les exigences environnementales et le droit social des transports routiers*, in *Bulletin Joly Travail*, 2019, n. 11, 51.

¹⁷¹ Rider of February 18, 2011, collective agreement for the related mechanical metallurgical industries (Gironde et Landes).

¹⁷² Rider n. 4 of July 7, 2003, relating to employee savings plans, national collective bargaining agreement for the predominantly food retail and wholesale trade; Rider of March 27, 2006 amending the agreement of July 7, 2003, relating to the inter-company savings plan, national collective bargaining agreement for the bank of January 10, 2000.

¹⁷³ Agreement of January 20, 2003, on the regulation and institution of inter-company savings plans (building and public works employee savings plans); Amendment n. 3 of June 14, 2007, relating to the Inter-Auto-Plan regulation, national collective bargaining agreement for trade and repair of motor vehicles, cycles and motorcycles and related activities, as well as vehicle technical inspection.

6.3. Eco-responsible behaviour (general)

The analysis of collective agreements and conventions allows us to identify clauses that promote eco-responsible behaviour. A particularity at the branch level emerges. The eco-responsible dimension integrates the field of professional certification with a view to issuing certificates of professional qualification (hereafter, CPQ). At company (or group) level, the reference to eco-responsibility is more varied and integrates different subjects, more or less innovative, including incentives to accompany the energy transition. As highlighted above (cf. point 1.4¹⁷⁴), some company charters also include “awareness” clauses inviting employees to adopt eco-responsible behaviours in their work that promote the reduction of energy consumption¹⁷⁵, paper consumption¹⁷⁶, water consumption, the use of recyclable materials, etc. However, these are simple recommendations that are not mandatory. The analysis here will focus exclusively on conventional tools.

Training actions

Vocational training is a compulsory subject of negotiation for the industry (three-year negotiation). The perspective of job developments is also targeted under the heading of forward-looking management of jobs and skills (GPEC in French). Not only does this negotiation focus on the effects of exposure to occupational risk factors (which takes into account the physical environment of workers), but it is also indicated that GPEC negotiation can be applied at the territorial level (global approach). It is based on the work of the observatory of trades and qualifications set up, in principle, by each branch. The law specifies that this observatory «pays particular attention to professional changes related to the sectors and professions involved in ecological and energy transitions» (Article L. 2241-12). The Act now gives impetus in this area. Some branches had naturally taken initiatives before the new drafting of this text (in 2017). They thus offer vocational training certificates based on eco-responsible objectives, for example in the field of

¹⁷⁴ Sustainable Development Commitment Charter of Cabinet BLIQUE ACTINIUM (recruitment and HR).

¹⁷⁵ For example: remember to turn off the lights and do not leave the appliances on standby when leaving, lower the temperature of the radiators, take the stairs rather than the lift...: Sustainable Development Charter of the Chatillon Clinic (RAMSAY GENERAL HEALTH Group).

¹⁷⁶ For example, by restricting document printing or by printing on both sides.

activity of attractive leisure areas¹⁷⁷ and florist and pet sales¹⁷⁸ (see below). Some sectors also invite companies to commit to training courses on energy saving¹⁷⁹ or water pollution control¹⁸⁰. This is an old approach, but it is regularly renewed. Recent agreements attest to this and highlight priority actions, under the right to training, in the field of the environment and sustainable development,¹⁸¹ particularly in the import-export trade sector. Some social partners assign the sector the task of drawing up a diagnosis of employment and vocational training from a CSR perspective¹⁸² or, more substantially, decide to use the tax or contribution recovered from companies by the collecting body to strengthen the sustainable development actions carried out by the sector's training body¹⁸³. It is important to underline that France is committed to a vast reform of vocational training (Law n. 2018-771 of 3 September 2018, for the freedom to choose one's professional future). The 20 pre-existing approved collection bodies (OPCA) have been replaced by 11 skills operators (OPCO). Every company is attached, via its branch, to an OPCO which must provide advice to professional branches, co-finance training plans including work-linked training. Hence the urgent need to design the content of training courses in line with changes in the professions, especially as the professional branches, although attached to a particular OPCO, continue to define their training policies. Each OPCO is in principle based on an inter-branch agreement. This agreement can define a political roadmap. Thus, the agreement creating the "industrial" inter-branch OPCO¹⁸⁴ (2i) insists on the creation of inter-branch professional qualification certificates of an industrial nature (CQPI) while referring to the new challenges of training whether they are «economic, demographic, technological, environmental or linked to the energy transition». Awareness is real at this strategic level. Having said that, it is also up

¹⁷⁷ Addendum n. 46 of 7 July 2014 on the creation and recognition of professional qualification certificates to the collective agreement for cultural and leisure attraction areas.

¹⁷⁸ Agreement of December 15, 2010 relating to the creation of a "pet shop salesman" CPQ, National Collective Agreement for Florists, Pet Sales and Services of January 21, 1997.

¹⁷⁹ Agreement 5 February 1985, National Collective Agreement on Road Transport and Activities Ancillary to Transport.

¹⁸⁰ Rider n. 23 of 24 April 1991, National Collective Agreement on Wine Cooperative Wineries and their Unions.

¹⁸¹ Addendum of 22 May 2007 to amendment n. 3 to the agreement of 19 December 1994 joining FORCO – national collective bargaining agreement for commission, brokerage and intra-Community trade and import-export companies.

¹⁸² Agreement of 25 April 2019 on employment and vocational training in advertising.

¹⁸³ Agreement of 12 April 2017, National Collective Agreement on Road Transport and Activities Ancillary to Transport.

¹⁸⁴ Professional agreement of 19 December 2018 relating to OPCO 2i (industrial competence).

to the professional branches to take the initiative to choose their OPCO. Some branches have felt the need to justify their choice. For example, the branch of the wholesale distributors of out-of-home drinks, justified its choice to depend on the “mobility” OPCO because there are bridges of competence with the transport branch¹⁸⁵. This choice is consistent with the societal challenges of their businesses described in their sustainable development charter¹⁸⁶ and the CSR label of the national drinks federation.

- Note (road transport sector). An interesting testimony from a legal officer of the National Road Transport Federation is worth quoting¹⁸⁷. The author states that the issue of professional driver training is correlated with environmental requirements. The development of eco-driving in training standards has developed. One of the training organisations supported by the industry is said to have generalised the use of on-board computers (Ecopilote system) so that those trained (initial or continuous training) can benefit from it. Fuel savings would reach 10%. Eco-driving software is sometimes targeted in other sectors, linking fuel consumption reduction and geolocation¹⁸⁸, which raises the problem of personal data management and the restriction of freedom in driving control (see below, energy saving).

In the area of forward-looking job management (GPEC), the sector sometimes gives an impetus to training courses oriented towards sustainable development¹⁸⁹. However, it is above all at company level that concrete measures are taken. The forward-looking dimension is displayed to take account of market developments and the increased consideration of environmental issues. For example, in the field of energy (EDF, French electricity provider), the extension of the operating life of nuclear power plants is mentioned, which requires the acquisition of the necessary skills¹⁹⁰. In a more traditional way, when the company is considering a transformation involving mobility, teleworking is envisaged (see below),

¹⁸⁵ Agreement n. 2018-9 of October 23, 2018, relating to the designation of the competent operator (OPCO) – national collective agreement for out-of-home advisory distributors (CHD distributors).

¹⁸⁶ This includes the reduction of the environmental and energy footprint of the flow of goods in particular.

¹⁸⁷ E. POUEROUILLIE, *L'articulation entre les exigences environnementales et le droit social des transports routiers*, in *Bulletin Joly Travail*, 2019, n. 11, 51.

¹⁸⁸ Agreement on the application and implementation modalities of geolocation and eco-driving Engie-Energie services, 10 April 2018.

¹⁸⁹ Agreement of 19 February 2015 on vocational training, work-study programmes and GPEC.

¹⁹⁰ Collective skills agreement 2016-2019 EDF SA, October 28, 2016.

particularly with a view to reducing the ecological footprint¹⁹¹. Even more specifically, when the change requires mobility to a new workplace, the training schemes are accompanied by measures to assist the professional transition. For example, financial assistance for the acquisition of a clean vehicle may be offered. But conditions are set: the GPEC TDF agreement (2018)¹⁹² provides for aid amounting to 30% of the price of the vehicle up to a ceiling of €2,500. In order to benefit from it, the employee must demonstrate the need to use a personal vehicle and that this mode of transport saves time (compared to public transport). The bonus cannot be combined with the payment of public transport or reimbursement of kilometric allowances (freeze for one year). The aid is granted only once per household.

Certification of Professional Qualification

With regard to industry negotiations, the reference to eco-responsible behaviour concerns the determination of professional qualification certificates. Three examples have attracted attention here:

- the rider of 17 July 2014 to the NCC of the attraction and cultural leisure spaces relating to the creation and recognition of professional qualification certificates (extended in 2015). This rider added to the list of missions for the fast food employee a mission (n. 7) entitled: *Adopt an eco-responsible behaviour at work*. This therefore integrates the application of an integrated sustainable development approach into the job description;
- the agreement of December 15, 2010 relating to the creation of a CPQ “Pet Shop Seller” – National Collective Agreement for Florists, Sale and Services of Pets of January 21, 1997. The agreement provides for a training module (16 hours) on environmentally friendly and biodiversity-friendly practices as part of the professional standards;
- the professional agreement of 21 June 2006 creating 3 CPQs in the paper and cardboard sectors stipulates in particular in the skills referential: *Adapt the creation to the constraints of safety and environmental protection*.

¹⁹¹ Social agreement on forward-looking management of jobs and career paths in the context of organisational changes Nestlé entreprise SAS, 28 June 2018.

¹⁹² Agreement relating to the forward-looking management of jobs, skills and career development support, TDF SAS, 20 November 2018.

These references to environmental protection in the practice and training of professions remain evasive. The fact remains that the training courses are thus supposed to integrate eco-responsibility into the exercise of the professions identified in the CPQs.

Energy saving and waste policy

At the branch level, there are CSR agreements that put in place performance monitoring indicators to track companies' achievements in this area. Thus, for example, the CSR agreement for public works companies (April 2011) is part of a previous agreement establishing a "contract for the future" (2009) and asserting in particular the desire to commit to a sustainable development approach. It provides for the implementation of indicators to assess the evolution of electricity and steam consumption and the volume of water withdrawn subject to pricing and the possibility of issuing a Label to companies that meet the objectives.

At the company level, it is also during the negotiation of CSR agreements¹⁹³ that energy and resource saving issues are addressed. These issues are generally associated with commitments in terms of waste treatment. For example, the GROUPE CASINO agreement (2014) provides for the implementation of energy performance contracts in stores and the distribution of a "guide to eco-friendly practices" to employees. The agreement also aims to set up sorting channels for the recovery and recycling of waste, combined with staff awareness campaigns; an annual review of recycling and recovery is planned. In the same spirit, the VALEO Group's CSR Agreement (2012) provides for a commitment to limiting the use of natural resources and developing actions to raise employee awareness of these issues. The development of actions aimed at reducing packaging consumption is also considered.

Focus: Bio-waste

It should be noted that in January 2012, the law has imposed on "large producers" of bio-waste an obligation to sort it in order to recover it in the appropriate channels (methanisation or composting). Since 2016, this obligation has been extended; it now affects a large number of professionals and the law on energy

¹⁹³ These are usually group agreements.

transition for green growth¹⁹⁴ has set other objectives to be achieved by 2025. Collective bargaining may be called upon to develop on this issue.

Interview: biosourcing and social dialogue

Interview¹⁹⁵ with Mr Christian CRÉTIER, Deputy Secretary General, FO-FGTA (food industry sector)

“Biosourcing” concerns the recycling of food waste. The subject is important. It was initiated at the European level by EFFAT (European Federation of Food, Agriculture and Tourism Trade Union). The practices of the Nordic countries (especially Denmark) are 20 years ahead of the game, which makes us want to share this information at the national level, including in connection with European parliamentarians. Good practices already exist at the national level, particularly in waste recycling practices and reflections on new professions and employment prospects. We want to believe that by a “trickle-down” effect information on these good practices will continue. This will lead to the development of collective awareness, particularly for the development of new training courses suggested by the branches and the OPCOs.

There are many examples of good waste management practices. But we can cite two among many. There is the case of what is known as “red biomass”. This is animal waste or residue. For example, blood, rather than being thrown away, can be used either as fertilizer or recovered for the benefit of the pharmaceutical industry for the manufacture of drugs from iron molecules. There is also the case of food waste from restaurants. Earthworms are now being sold for composters to make compost. The subject is serious when put into perspective with the impoverishment of land that is increasingly lacking worms.

When you look at the practices in Denmark, everything is recyclable. But this requires an awareness to support and encourage new professions and to train in eco-gestures. Tomorrow, more chemists and biologists will be needed to deal with these issues. In 2050 there will be 10 billion people on earth. Of what we produce, 50% of waste is thrown away if it is not treated. It is important to bring information on these issues and good practices down from the European level to the national and federal levels. This affects the general interest, the future of our children and tomorrow’s employment prospects.

¹⁹⁴ Law n. 2015-992 of 17 August 2015.

¹⁹⁵ Interview by Alexis Bugada.

Aware of the economic interests that this subject could generate in France (jobs, training, appearance of new professions...), the FGTA-FO has taken up this subject, which it would like to bring up to the level of the branches in order to fully attract the attention of the parity-based world.

6.4. Energy Transition

At the company level, the agreements mainly concern the energy transition or modes of travel; they aim to encourage the use of “soft” modes of transport through incentives such as taking into account the bicycle mileage allowance (several agreements signed since 2017 in various companies: ASTEK, TOTAL, AUBAY, ETC.), granting financial aid or obtaining changes in working conditions (see below, mobility policies). This is the case for the ORANGE South-East Agreement on the Enterprise Travel Plan, which encourages the use of “soft” modes of transport for commuting and business trips. The agreement clearly states its purpose, which is at once economic (notably the image of a responsible corporate citizen), social (improvement of working conditions) and environmental (active contribution to sustainable development). In particular, it provides for a financial contribution by the company to the acquisition of “clean two-wheelers” and the possibility of adjusting working hours for employees who carpool or use public transport. Some companies go further and set up systems the legality of which deserves to be assessed, as they appear to be so daring in the implementation of new technologies. For example, the ENGIE Energie services agreement relating to the application and implementation of geolocation and eco-driving (April 2018). This text provides for the implementation of a system, on service and company vehicles made available to employees, allowing the recording of data relating to driving; the clause specifies the educational purpose of the system «to encourage drivers to adopt a more flexible, more economical, and therefore eco-responsible driving style» and specifies that «deviations from eco-driving cannot lead to disciplinary action». Each employee has a right of access to personal eco-driving data, which may not be kept for more than 3 months. Although any disciplinary purpose is ruled out, the lawfulness of the system nevertheless raises questions with regard to its impact on the rights and freedoms of employees¹⁹⁶. Furthermore, it is possible to discuss whether this processing can be considered necessary for the performance of the employment

¹⁹⁶ Art L. 1121-1 c. trav. The Court of Cassation also makes the use of geolocation subject to strict conditions: B. BOSSU, *Géolocalisation: la Cour de cassation persiste et signe*, JCP S 2019, 1038.

contract. In the absence of such a basis, it now seems to be subject to the prior agreement of the employees concerned, in accordance with the requirements of the GDPR.

With regard to energy consumption, it should nevertheless be noted that companies which have concluded agreements containing incentives for certain energy sources also have an economic interest in them insofar as their activity is directly linked to the use of those sources. Two illustrative examples stand out:

- the TEREGA agreement¹⁹⁷ on gas promotion and positive environmental balance (May 2018). This agreement provides for an incentive scheme for employees to use natural gas as domestic energy (partial payment of the subscription) and as a fuel (financial participation in the acquisition of a vehicle running on gas or in the conversion of a diesel or petrol vehicle);
- the TOTAL Group Sustainable Development Agreement (March 2016). This agreement offers employees the opportunity to cover part of the cost of energy diagnostics and renovation work, as well as a special offer for the purchase and installation of photovoltaic panels. The agreement provides, however, that the photovoltaic offer will be made by the TOTAL Group subsidiary and that any employee can allow one of his relatives to benefit from the advantageous pricing conditions and will receive a «gift card worth 200 euros per sponsorship for any installation carried out» from the subsidiary.

One may wonder about this type of clause and the interest in integrating them into collective bargaining (transparency in the attribution of benefits?). The purpose may not be exclusively eco-responsible, since employees also become the ambassadors of the company's activity and designated consumers. This type of aid therefore raises several questions. Firstly, the benefit should integrate the basis of social security contributions. Secondly, it should be remembered that company economats have been prohibited in France since 1910 (a rule now codified in Article L. 3254-1). That said, the prohibition does not cover the case where the employer transfers supplies at cost price to the employee. Nevertheless, the promotion of the use, by employees for private purposes, of domestic energy supplied by the company should be secured by the public authorities to accompany these promotional actions.

¹⁹⁷ The TEREGA Group is a gas transmission system operator in France and also has a natural gas storage activity.

6.5. Protection of workers (pollution, bad weather, heat wave)

Environmental considerations are also relevant to the prevention of occupational risk (this is referred to as prevention of occupational risk of environmental origin). The risk is then only partially caused by the company's activity, as understood from the occupational health prevention tools (classic approach). Labour legislation takes little account of this category of environmental risk. However, some collective agreements or conventions do consider it. The external risk may be of industrial origin. For example, industrial pollution affects neighbouring sites. The risk may be of natural origin, in this case floods, bad weather, storms, heat waves, etc. are considered. The realisation of these risks not only has environmental consequences but also affects employees at their place and time of work.

Most of the agreements do not deal much with external industrial risks, but some social partners nevertheless consider it to make employees aware of the environmental risk of their own activity (health and safety at work aspect). The innovation lies rather in the field of climatic conditions (in the lato sensu) that affect the work and health of exposed employees.

Industrial environmental risks

The national collective agreement on waste activities of 11 May 2000¹⁹⁸ includes the risk of pollution among the preventive measures to be implemented in the organisation of work¹⁹⁹. «The employer must organise the work of employees taking into account safety and working conditions, in particular [...] by defining the provisions and arrangements adapted to each site concerning the unloading and or loading of vehicles and by taking all measures to avoid the risk of accidents: falling from a height, collision, crushing, electrocution, fire, pollution». It is interesting to note here that the risk of pollution is expressly dealt with in the prevention/safety at work system by the social partners.

¹⁹⁸ National collective agreement for waste activities of 11 May 2000.

¹⁹⁹ Title IV – VI. I Health and safety.

Natural environmental hazards

The climatic conditions are one of the most common keys to the prevention of external environmental risk. There are many one-sided arrangements and they are not presented here. However, some collective agreements expressly refer to low or high temperature episodes. For example, at the industry level, it was reported that the road transport collective agreement included provisions on bad weather, but these proved to be limited. They concern certain rights (remuneration and costs) in connection with road blockages due to bad weather such as flooding or snow²⁰⁰. Industry stakeholders are calling for better consideration to be given in the future to heat waves that may disrupt road traffic. Similarly, the Building and Public Works sector (BTP in French) has an agreement²⁰¹ that takes into account climatic conditions as one of the determinants of working conditions for activities that take place outdoors. Meteorological temperatures are considered to be risk and stress factors affecting the health of workers. The collective agreement first of all prescribes the assessment and recording of the thermal (climatic) situations to which employees are exposed. Then, in a «risk prevention approach», the text provides for a certain number of actions «with a view to eliminating or reducing exposure to these thermal constraints». A methodology is suggested: «anticipate the consequences of weather conditions; be informed of the existence of micro-climate site effects (such as changes in wind speed); consult Météo-France’s vigilance charts; avoid situations of climatic constraints; adjust time, pace and workload according to tasks and exposure risks», etc. At the company level, some agreements also take these risks into account, including in sectors other than construction and public works. For example, the DASSAULT AVIATION QLW agreement of January 11, 2019²⁰² raises employee awareness of environmental risks. In the guide to the 12 HSE (Health, Safety, Environment) actions, management undertakes to organize, via the occupational health and HSE departments of the various establishments, periodic or one-off prevention campaigns on various themes such as the prevention of risks related to heat waves. Heat waves are undoubtedly one of the most visible themes in conventional systems.

²⁰⁰ Article 10bis of the common provisions of the national collective agreement for road transport and activities ancillary to transport, cited by E. POUmeroULIE, prec. (2019).

²⁰¹ Collective agreement of 20 December 2011 on the prevention of hardship and the improvement of working conditions. See more precisely the appendix Sheet 8, of the agreement.

²⁰² Agreement on Quality of Life at Work – DASSAULT AVIATION – Jan. 11, 2019.

6.6. Environmental telework

Teleworking means for the employee to be able to carry out his or her work, which is usually carried out on the company's premises, outside these premises, using information and communication technologies. Telework is part of an approach to improving work organisation. In 2017, a legislative reform has made it possible to relax the conditions for its implementation (Article L. 1222-9 of the Labour Code). It is no longer necessary for this possibility to be included in the employment contract. It may be provided for in a company-wide agreement, or failing that, in a charter drawn up unilaterally by the employer (after consulting the staff representatives). The standard specifies a certain number of elements relating to the modalities of implementation of this organisation. The conditions for switching to teleworking must be indicated, in particular in the event of pollution episodes (mentioned in Article L. 223-1 of the Environment Code) for which the prefect is required to take measures to limit their extent and effects, such as restrictions or suspensions of activities, for example on vehicle traffic. The French legislator therefore takes environmental issues into account when considering the use of this measure.

This legislative context helps to explain in part the success of this subject of collective bargaining²⁰³. It takes place at the two major levels of the branch (or sector) and the company (or group of companies). At the level of the professional branch, the results are limited. An agreement was reached: that of 14 June 2018, annexed to the national collective agreement for notaries, which precisely recalls, in the modalities of implementation of telework (article 3), the provisions of the labour code, highlighting the case of pollution episodes²⁰⁴. The interest of such a reminder is that it concerns a whole sector of activity. The branches have a vast field of progression in this area. At the company level, environmental problems are considered from two different angles. Sometimes, the environmental risk is seen as a hazard that the employer anticipates. On the other hand, telework is conceived as occasional because telework is a response to an unusual and temporary situation or an emergency situation. At times the environment is a wider subject of negotiation. Collective agreements are part of the company's

²⁰³ L. HAMOUDI, *Mettre en place le télétravail pour protéger l'environnement*, in *Bulletin Joly travail*, 2019, 56.

²⁰⁴ Agreement of 14 June 2018 on telework (not extended), New national collective agreement for notaries of 19 February 2015.

sustainable development approach²⁰⁵. This distinction has implications for the concrete modalities of the use of telework.

N.B.: This synthesis is based on a study of some thirty collective agreements. Twenty deal exclusively with telework. The other agreements reveal that telework is a subject for negotiation as part of a wider package. Only a few clauses are devoted to it. Telework is then dealt with as a secondary issue in agreements on the quality of life at work (11 QWL agreements)²⁰⁶, mobility agreements (2 mobility agreements)²⁰⁷ or employee mobility²⁰⁸, or even agreements on the forward-looking management of jobs and skills (1 GPEC agreement)²⁰⁹. Surprisingly, telework remains rather secondary in CSR negotiations (1 CSR agreement)²¹⁰.

Occasional telework

This is the hypothesis where this work organisation is a response to a natural or industrial hazard outside the company. Telework takes the form of an occasional or exceptional, temporary arrangement, «ending at the end of the event in question»²¹¹. «At the end, employees return to their usual work organisation»²¹².

²⁰⁵ Rider to the agreement on teleworking at home of January 22, 2007, RENAULT S.A.S, June 22, 2010.

²⁰⁶ Agreement relating to the quality of life at work within the Public Institution La Caisse des dépôts et consignations (CDC), July 5, 2016; Groupe POCHET Agreement, Professional equality and quality of life at work, November 21, 2018; Company-wide agreement on quality of life at work, DHL SERVICE CENTRAL, April 5, 2019; Quality of life at work agreement, UES ELIAD, April 29, 2019; Quality of life at work agreement, KDDI FRANCE, July 2, 2018; Agreement on professional equality and quality of life at work, PICARD SURGELES, October 9, 2018; Collective agreement on quality of life at work, ZODIAC DATA SYSTEMS, October 8, 2018; Agreement on quality of life at work, SORIN CRM SAS, September 13, 2018; Agreement on quality of life at work, POLE EMPLOI, March 17, 2017; Company-wide agreement on quality of life at work and the right to disconnection, ARIANESPACE, December 10, 2018; Group framework agreement on quality of life at work, SAINT-GOBAIN, May 17, 2018.

²⁰⁷ Agreement concerning the mobility plan 2018-2021- ORANGE SA, 16 April 2018; Agreement concerning the ESCU Mobility Plan OCS – ORANGE PRESTATIONS TV – ORANGE STUDIO 2018-2021, 27 September 2018.

²⁰⁸ Agreement for the promotion of cycling – ASI, 7 December 2018.

²⁰⁹ Social agreement on forward-looking management of jobs and career paths in the context of organisational change – NESTLÉ ENTREPRISE SAS – 28 June 2018.

²¹⁰ *Accord à vivre* Corporate Social Responsibility – MERCK SANTE SAS, 29 January 2010.

²¹¹ Agreement on new working methods within RENAULT S.A.S. – February 7, 2019

Among the justifying circumstances, “pollution episodes” are systematically stated with reference to the legal provisions in force. Some agreements mention in the body of the text the articles of the environmental code²¹³ or the labor code²¹⁴. Pollution peaks are sometimes the only cause leading to the exceptional organisation of telework²¹⁵, which is then associated with instructions from the State services (Prefecture) on the limitation of travel²¹⁶. However, most of the conventional texts also mention other climatic degradation or meteorological events (bad weather, floods, snow, ice) «which make it difficult or even impossible for employees to access their workplace»²¹⁷. The use of telework is also frequently linked to health situations such as pandemics²¹⁸. In these cases, telework is considered as “workstation adaptation”²¹⁹, the implementation of which results either from the employee’s initiative²²⁰, or by mutual agreement with the management²²¹, the hierarchical superior²²², the manager²²³, the head of the establishment or the human resources department²²⁴, or is a unilateral decision

²¹² *ibid.*

²¹³ Examples: Agreement on telework, GIVENCHY, 21 February 2019; Agreement on telework, CNAM, 8 February 2019; Agreement on telework within the CARGLASS COMPANY, 15 January 2019; Company agreement on quality of life at work, DHL SERVICE CENTRAL, 5 April 2019; Agreement on quality of life at work, UES ELIAD, 29 April 2019.

²¹⁴ Collective agreement on telework, SCHINDLER, 26 December 2018.

²¹⁵ Groupe POCHET Agreement (2018), cited above.

²¹⁶ Example: Agreement on telework within the CARGLASS company (2019), cited above.

²¹⁷ Collective agreement on teleworking, UES LA BANQUE POSTALE, January 29, 2019; Amendment to the collective agreement on teleworking, CLUB MED, August 1, 2018; Agreement on teleworking, LA POSTE, July 27, 2018.

²¹⁸ Examples: Agreement on the deployment of teleworking, UES La MONDIALE, 30 May 2018; Collective company agreement on teleworking, UES GROUPE COFIME, 26 November 2018; Agreement on teleworking, MANPOWERGROUP SOLUTIONS ENTREPRISE, 15 January 2019; Amendment to the collective agreement on teleworking, CLUB MED, 1 August 2018...

²¹⁹ Examples: Agreement on new working methods at RENAULT S.A.S., February 7, 2019; Company-wide agreement on quality of life at work, DHL SERVICE CENTRAL, April 5, 2019.

²²⁰ Example: Telework Agreement – ESCU SCOR A PARIS, 25 May 2018.

²²¹ Collective agreement on telework, SCHINDLER, 26 December 2018.

²²² Telework agreement, MANPOWERGROUP BUSINESS SOLUTIONS, January 15, 2019.

²²³ Agreement on telework within the CARGLASS company, January 15, 2019.

²²⁴ Agreement on the deployment of telework – ESCU LA MONDIALE, 30 May 2018.

of the employer which is imposed on the employee²²⁵. It is sometimes mentioned that the company encourages this practice without imposing it²²⁶.

Sustainable telework

In this case, telework is conceived as a mode of organisation implemented in a more global perspective of sustainable development. Collective agreements combine this aspiration with other objectives that the company intends to pursue, such as: prevention of occupational risks (e.g. road risk or risk of stress related to travel), improvement of the quality of life at work, reconciliation of private and professional life, etc.²²⁷. Telework is conceived as “one” solution to protect the environment. It helps to «reduce the environmental impact of public or individual transport use»²²⁸, to «reduce pollutants»²²⁹ by optimising «daily journeys»²³⁰ or «the number of journeys between home and work»²³¹. Thus, this way of organizing work tends to «reduce the ecological footprint»²³² of the company by reducing carbon emissions related to the activity²³³. In this perspective, telework contributes to the social and/or environmental responsibility of the company²³⁴ or

²²⁵ Examples: Amendment to the collective agreement on telework, CLUB MED, 1 August 2018; Company agreement on quality of life at work, DHL SERVICE CENTRAL, 5 April 2019; Quality of life at work agreement, UES ELIAD, 29 April 2019.

²²⁶ Agreement relating to the 2018-2021 mobility plan, ORANGE SA, April 16, 2018; Agreement relating to teleworking, CNAM, February 8, 2019.

²²⁷ Examples: Agreement relating to telework within the CARGLASS company, 15 January 2019; Agreement relating to telework, UES SCOR A PARIS, 25 May 2018.

²²⁸ Quality of Life at Work Agreement, KDDI France, July 2, 2018.

²²⁹ Agreement on professional equality and quality of life at work, PICARD SURGELES, 9 October 2018.

²³⁰ *Ibid.*

²³¹ Collective agreement on the implementation of telework within GRDF, 17 May 2018.

²³² Social agreement on the forward-looking management of jobs and career paths in the context of organisational change – NESTLÉ ENTREPRISE SAS – 28 June 2018 – See also: Agreement on the quality of life at work, SORIN CRM SAS, 13 September 2018: «Reducing this travel time contributes to reducing road risk and the company’s environmental footprint»; Collective agreement on the introduction of teleworking within GRDF, 17 May 2018: *Contributing to the reduction of the carbon footprint*.

²³³ Collective agreement on the implementation of telework within GRDF, 17 May 2018. – See also: Agreement on the quality of life at work – POLE EMPLOI, 17 March 2017: «this new working method [...] improves Pôle emploi’s carbon footprint».

²³⁴ Examples: Agreement on the OSER – MAIF project, October 1, 2017; Agreement on teleworking, ASTRIMUM, December 6, 2013; Agreement on teleworking, CANAL +, September 12, 2012.

to its «ecological effort»²³⁵, by demonstrating its investment in the ecological and energy transition²³⁶. As part of a company's sustainable development policy, these agreements provide for the application of regular and not just occasional teleworking.

6.7. Mobility policies

The EESC has issued an important opinion to encourage the world of work to implement ways of reducing mobility that is harmful to the environment and the quality of life at work (Opinion on Work, employment and mobility, 13 November 2019). The quality of life at work, known as QWL, is moreover a subject for mandatory negotiation. It is seen as a lever to combat climate change, associated with national planning involving all public and private stakeholders. One of the priorities here is the management of commuting. Without delay, the legislator has committed itself to this path in order to promote “virtuous mobility”. It has done so in a law known as the Energy Transition Law in 2015 (Law n. 2015-992 of 17 August 2015). Then, he intervened recently. The law n. 2019-1428 of 24 December 2019 on the orientation of mobilities includes provisions that should stimulate social dialogue, if only with regard to the stated objectives (new transport infrastructures, moving away from car dependency, development of new mobilities, ecological transition). Measures for the use of bicycles provided for by the law are sometimes incentives, but some are mandatory (parking spaces for bicycles in workplace car parks)²³⁷. However, most of the labour law provisions (which include public companies) refer to social dialogue. Thus, in the context of compulsory company negotiations, the company is mobilised around the theme of Quality of Life at Work (QLW)²³⁸. The Labour Code is supplemented to this end (Article L 2242-17, paragraph 8).

²³⁵ Agreement on telework, CNAM, 8 February 2019.

²³⁶ Agreement on the quality of working life within the Public Institution, La Caisse des dépôts et consignations (CDC), 5 July 2016.

²³⁷ Certain agreements already provide for a secure, equipped room: Amendment 2018-01 to the Company-wide agreement of October 25, 2007 relating to the improvement of transport and parking conditions for CENTRE HENRI BECQUEL staff.

²³⁸ It should be recalled here that mandatory QLW negotiations cover the following points: the personal and professional life articulation, professional equality between women and men, measures to combat discrimination, employment conditions for disabled workers, supplementary pension provision, workers' collective right of expression and the right to disconnection.

From now on, when the company employs at least fifty employees on the same site, collective bargaining must focus on measures to improve the mobility of employees between their usual place of residence and their place of work (reducing the cost of mobility and the use of virtuous modes). One of the proposed solutions is to cover part of the costs up to a maximum limit of €400 per year²³⁹ in order to be eligible for exemption from social security contributions²⁴⁰ and taxes (mobility package). This covers the cost of fuel, but now also the cost of powering electric vehicles, rechargeable hybrids or hydrogen vehicles. However, conditions are set relating to the geographical location and state of public transport and the need to use a personal vehicle. The coverage measure has been extended to cover the costs incurred for these journeys with a bicycle or pedal-assisted bicycle, carpooling and the use of public transport. The terms and conditions for the assumption of responsibility for these expenses are determined by collective company agreement (or in the absence of a branch). In the absence of a collective agreement, the employer takes a unilateral decision, after consulting the staff representative institutions (SEC), if they exist in the company. A decree will specify this mechanism, in particular with regard to the applicable administrative sanctions. These measures are capped by a more general mechanism provided for in the Transport Code²⁴¹. This requires public authorities to draw up a territorial travel plan. Among the various measures provided for, one of them concerns the invitation to companies to draw up a mobility plan, in particular on the basis of social dialogue. The company mobility plan is supposed to include measures inviting the use of shared mobility, facilitating public transport, the use of car-pooling and other mobilities. It should also include actions to raise workers' awareness of the issues relating to the improvement of "air quality". It is therefore interesting to note the interweaving of public and private policies on the subject, which are interconnected through social dialogue. A study of collective agreements prior to this law shows that some negotiations have already been proactive on the subject. Some agreements make direct reference at COP 21²⁴², WHO's health recommendations²⁴³, or even to their

²³⁹ But only 200€ if the support concerns fossil fuels.

²⁴⁰ Social Security Code, Articles L 242-1 and L 136-1-1.

²⁴¹ Transport Code, Article L. 1214-2.

²⁴² Amendment of September 26, 2016 to the agreement on home-workplace transportation, TOTAL Group; Company-wide agreement on soft mobility by bicycle and the introduction of the bicycle mileage allowance, BRGM, June 12, 2018.

²⁴³ Memorandum of Understanding on the introduction of the bicycle mileage allowance and the sustainable mobility package, COOPER-CAPRI, 14 December 2018.

adherence to the United Nations Global Compact²⁴⁴ as a basis for the measures taken. If we look beyond the petitions of principle, particularly those contained in certain global agreements on the reduction of greenhouse gas emissions by car manufacturers themselves (RENAULT Agreement)²⁴⁵, it is the level of proximity that provides the most concrete solutions. The agreements studied develop a global mobility policy, or one that is more targeted (carpooling, cycling).

Mobility Plan

Agreements on a mobility plan (in large companies or groups of companies) reveal a global and coherent policy²⁴⁶. The promotion of telework is often included (see above). The ORANGE agreement offers a complete example²⁴⁷. It is a jumble of measures including partial reimbursement of the cost of transport passes (including for those who come to the station on two wheels) or the cost of the bicycle hire service, measures to develop sites and premises for two-wheeled vehicles (bicycle shelters, recharging stations, showers, specific equipment), awareness programmes including on vehicle safety and maintenance, encouragement for car sharing and the use of electric vehicles. Car-sharing also makes it possible to rent a professional vehicle from the fleet for private use at cost price. Naturally, all the incentives for the use or acquisition of a bicycle are also very important.

The most recent (and media-friendly) agreement is that of the EDF Group, signed (unanimously) on November 12, 2019²⁴⁸. It concerns the group's employees in France. It is based on a general policy addressing economic, social and environmental (including public health) issues. It therefore has a societal dimension, as it aims to promote «dialogue within the Group's companies on a subject of general interest»²⁴⁹. It calls for thoughtful choices in terms of site

²⁴⁴ Company agreement relating to the introduction of the bicycle mileage allowance, UES ASTERK, September 4, 2017; Agreement to promote the bicycle mode of travel, ASI, December 7, 2018.

²⁴⁵ Global agreement on social, societal and environmental responsibility between the RENAULT GROUP, the Renault Group Committee and IndustriALL, Golbal Union, dated July 2, 2013.

²⁴⁶ Agreement on the 2018-2021 mobility plan, ORANGE SA, April 16, 2018.

²⁴⁷ But there are others: Mobility plan and means of travel, La ligue de l'enseignement, 18 December 2018; Agreement on the ESCU mobility plan OCS Orange TV Services Orange Studio 2018-2021, 27 Sept. 2018.

²⁴⁸ EDF Group agreement of November 12, 2019 on sustainable mobility: <https://www.edf.fr>.

²⁴⁹ *Op. cit.*

location and work organization. The agreement covers the whole range of development of more sustainable modes of transport, with financial support (electric vehicles, car-sharing) and the promotion of walking (which deserves to be highlighted). For bicycle travel, provision is made for the delivery of safety kits and safety training. Some measures are structural (e.g. recharging of electric vehicles, secure premises or secure parking) and others organisational (e.g. remote meetings, working conditions, reduction of travel, staggered working hours in large conurbations, teleworking or working in a branch near the home: “welcome service”). The agreement calls for the conclusion of mobility plans for each site with more than 50 employees, even on an inter-company scale. This framework agreement therefore uses the toolbox technique, but it already includes very concrete measures (car-sharing, bicycle travel, electric mobility). However, the mobility plans of the sites do have a roadmap for organising their mobility policy (promotion of alternative modes of transport, distance working, organisation of working conditions). One of the measures that are attracting attention is that relating to assistance in changing homes in order to get closer to the workplace. The agreement emphasises the social issue of commuting to and from work. It aims to reduce commuting accidents, improve quality of life and increase purchasing power. This conventional tool thus intends to promote the company as a “low carbon employer”²⁵⁰.

Carpooling

Carpooling sometimes appears to be a singular subject of negotiation. An interesting example, because it is very global, concerns a site agreement (VILLAGE VALLÉE)²⁵¹. This is a commercial site that groups together more than a hundred brands in a shopping village, located in the Paris suburbs, next to Disney Park. To encourage the development of carpooling, contribute to relieving road traffic congestion and reduce pollution, the agreement organises special care for employees who work in the evenings. Compensation per kilometre is provided, including for passengers who share direct costs. All that is required is to be registered on a car-sharing site (collaborative platform), to issue a receipt and to present it within 8 days before the evening worked. This agreement applies to all companies regardless of their branch of activity. It is therefore a local, inter-

²⁵⁰ LIAISONS SOCIALES QUOTIDIEN, EDF Group promotes sustainable mobility to become a low carbon employer, February 10, 2020, 1.

²⁵¹ Agreement of 15 December 2016 on Sunday and evening work.

professional agreement that has been extended by an order from the Ministry of Labour. There are, of course, more traditional company agreements that deal directly and exclusively with carpooling, particularly with a view to reducing social security contributions. The aid is generally modest (€1 per journey, i.e. €2 per day)²⁵² within the limit of €200/year or conditional on at least 10 days of carpooling per month²⁵³ (which reduces the interest of the measure). Some clauses remind you of the need to inform the insurer of the personal vehicle of the use made of it for the home-to-work journey by carpooling²⁵⁴.

N.B.: following the entry into force of the mobility law (see above), some local authorities offer partial coverage of the mobility package. The Brittany Region has launched a programme to cover 50% of the mobility package (car-sharing) for employers located in areas with little or poor public transport service²⁵⁵.

Bicycle

The “little queen”²⁵⁶ has the favours of green negotiation. A significant number of agreements focus precisely on the bicycle kilometre allowance. Some of them state their ambition (energy transition and non-polluting travel) before defining the kilometric allowance, the beneficiaries and the implementation modalities²⁵⁷. One exceptional agreement²⁵⁸ even sets out the principle that the company (actually a foundation) includes in «its strategic orientations the transversal inclusion of its activities in the context of sustainable development and environmental protection» (thus broadening the role of employee representatives) and then deals with the mileage allowance. More broadly, the virtuous thing about group agreements is that they sometimes offer a “kit” of assistance for the employers concerned (amount of aid, social and tax regime, contribution to the purchase of a bicycle, safety of bicycle travel, etc.). Company agreements on

²⁵² Agreement on car sharing, UES la compagnie du logement, December 19, 2017.

²⁵³ Company agreement to set up carpooling, MSA Marne, Ardennes, Meuse, 6 November 2018.

²⁵⁴ Collective agreement on carpooling, France Air SA, 4 April 2019.

²⁵⁵ AEF, Dispatch n. 622567, February 25, 2020.

²⁵⁶ At the end of the 19th century, the bicycle is said to have taken the nickname of “little queen”, in honour of the Queen of the Netherlands, Wilhelmine of Orange-Nassau, who often rode her bicycle and was given this benevolent nickname by the French press.

²⁵⁷ Memorandum of understanding relating to the introduction of the bicycle mileage allowance, SOCIÉTÉ DAUPHINOISE POUR L’HABITAT and PERFORM’HABITAT, 17 March 2017.

²⁵⁸ Company-wide agreement on expenses incurred by employees travelling by bicycle, OVE Foundation, October 20, 2016.

bicycle mileage allowance are quite numerous. They specify the nature of the journey, the number of journeys financed, the maximum amount of the allowance (in accordance with the law), the daily flat rate (€0.25/km according to the regulations), the monthly flat rate (€30 gross/month) and the implementation procedures on the basis of a declarative system. Some agreements also provide for the payment of an aid for the acquisition of a bicycle. It is often the case that this aid is calculated in relation to the kilometric allowance within the limit of the purchase price, with the rule that it is subject to social security contributions and income tax²⁵⁹. Finally, a special clause can be mentioned: to help with the purchase of a bicycle or a public transport season ticket, a specific bonus (240€ net) is offered to employees who return their car parking space, acquired in a private car park, to free up this space²⁶⁰. Clearly, this detail reveals that saving space is also an environmental issue.

²⁵⁹ Company agreement on the implementation of the bicycle mileage allowance COTY SAS 29 August 2018.

²⁶⁰ Amendment 2018-01 to the company agreement of October 25, 2007 relating to the improvement of transport and parking conditions for personnel of the CENTRES HENRI BECQUEREL.

7. Conflictual social dialogue

The treatment of working conditions in a company may have environmental implications. When the activity is polluting, it can affect the health of workers and, more broadly, that of the neighbourhood or even go beyond borders. Conversely, employment may also be threatened when the company has to restrict or adjust its activity for regulatory reasons or new technical constraints linked to environmental protection. The social issue, taken from an environmental perspective, therefore has collective implications. From the point of view of collective action, two points deserve attention. One relates to the right to alert; the other relates to the right to strike from an environmental perspective. These points have been the subject of theoretical work reported in the section relating to the literature review. They will be addressed simply by summarising the main rules and by reporting on interviews with employee representatives (verbatim)²⁶¹.

7.1. Right of environmental alert

The right to health and environmental alerts was enshrined in Act n. 2013-316 of 16 April 2013 (Act on the independence of health and environmental expertise and the protection of whistleblowers). This is a new right of alert which is not to be confused with the right to alert and withdraw in the event of serious and imminent danger to the health of the worker, enshrined in another text (Article L. 4131-1 of the Labour Code). The right to environmental warning is part of this trend, which recognizes the employee as a “citizen of the company”.

This aspect of the law of 2013 is codified in articles L. 4133-1 et seq. of the Labour Code. The mechanism articulates the individual and collective approaches. It authorises any worker to inform the employer that the products or manufacturing processes used or implemented present a “serious risk” for public health or the environment. The alert is recorded in writing. In addition, a member of the staff delegation may exercise this right of alert if he or she notes, in particular through an employee, that this type of “serious risk” exists. This representative and the employer will examine the situation jointly. In the event of

²⁶¹ Interviews conducted by Caroline VANULS.

disagreement on the existence of the risk or the measures to be taken, the staff representative, or even the employee (in theory), may refer the matter to the State representative at local level (prefect of the department).

The law of 2013 also entrusts a role of alert reception to a National Commission for Ethics and Alerts on Public Health and the Environment (acronym: cnDAspe). This commission includes among its members a number of personalities who are aware of social issues (members of the EESC and people qualified in labour law). It is responsible for investigating the alerts and questioning the ministries concerned. Access to this commission is restricted. Appeals must be made, in particular, through an association or professional intermediary (nationally representative employees' union or inter-professional employers' organisation). However, neither the employee nor the company's staff representatives have access to this national commission except in very special circumstances. The intermediary of the (national) trade union representation is therefore a necessity. Currently, on the commission's website, 12 alerts have been transcribed since 2017²⁶², but no indication is given as to the identity of their authors.

In reality, this right of health and environmental alert is hardly ever used in companies. Several anonymous interviews conducted with members of the SECs of ICPE "classified" establishments²⁶³ reveal a certain lack of knowledge, in the field, of this right, which is granted to employees and employee representatives themselves. According to the testimonies gathered, the pollution phenomena likely to occur on these sites would generally be very quickly resolved by management, through prevention, including media coverage. Employee representatives are simply informed after the fact. These testimonies are corroborated at branch level by the survey annexed to this report. Above all, however, the national commission "cnDAspe" issued an opinion to this effect on 23 June 2017²⁶⁴. It stresses that the provisions concerning health and environmental alerts remain little known both by the actors in labour relations (employers, employees and representatives) and by the State services in charge of ensuring their application. The National Commission strongly recommends that the ministries concerned should rapidly inform their territorial departments and enterprises of these regulatory obligations (which apply to both public and private

²⁶² <https://www.alerte-sante-environnement-deontologie.fr/>.

²⁶³ Installation classified for environmental protection.

²⁶⁴ CNDAspe – Opinion on the publicity to be given to companies' obligations under the Labour Code regarding the establishment of alert registers, deliberated on 23 June 2017 in plenary session

employers). It also recommends that these regulatory obligations be presented during staff training activities. To date, no specific information on this subject has been received from the ministries concerned.

In terms of litigation, a rare decision deserves to be reported. An administrative court recently protected a whistleblower who had directly alerted the administration to the imminent discharge of industrial wastewater into storm water. In principle, however, the alert must first be addressed to the employer, except in the event of serious and imminent danger or in the presence of a risk of irreversible damage. The employee held the position of quality, safety and environment manager. She was a staff representative and her dismissal was therefore subject to the authorisation of the labour inspectorate. The Minister of Labour had refused to grant her permission to be dismissed on the basis of an appeal by her superiors. This decision was challenged before the administrative judge by the employer. To no avail. The employee, by virtue of her duties, was in direct contact with the regional directorate for the environment. On the other hand, it was in good faith that she had transmitted the information on the possibility of a planned spill near a sensitive environment (sewage treatment network and nursery for young children)²⁶⁵. The judge therefore refused to authorise the dismissal.

Interview (petrochemical site)

Interview²⁶⁶ with Mr. Anthony TISCIA, Local representative of the company INEOS, CGT (petrochemical site)

Question 1 – Are you familiar with the environmental alert procedure? Yes, I had the opportunity to see it during an HSE training session and I know that there is a Health, Safety and Environment (HSE) department on the platform. But I don't know if our site has a register of health and environmental alerts. I have not had to exercise this specific alert and I don't know, on the other hand, if my trade union organisation at national level has already filed an alert with the national ethics commission. But the subject relating to public health or the environment has already been raised within my SEC, and the follow-up has continued to be carried out via the SEC. It is during the SECs that the management informs about the environmental risks linked to the company's activity. For example, at the time

²⁶⁵ Tribunal Administratif de Melun, 18 October 2019, C 66-04-01-03.

²⁶⁶ Interview conducted on the basis of a questionnaire.

of spreading, there is a return of experience which is made with a tree of the causes and the new measures to avoid that the spreading occurs again. We have a monthly HSE review at the beginning of the SEC meeting. Management presents us with certain environmental follow-ups and there is feedback in the event of an incident.

Question 2 – Can a strike be a means to protect the environment? Yes, unfortunately a strike is often the only way to achieve a demand. In the company, to my knowledge, there has not been any such movement based on an environmental cause. And I rather think that the trade unions are focused on the protection of the employees.

7.2. Strike and environmental protection (with interview)

The strike must be based on professional demands. To our knowledge, the case law has not ruled on an environmental claim. For the time being, the evolution of court decisions (on strike action) does not tend towards the protection of environmental interests when the interests of the workers are not affected. It is therefore in a context of interdependence of risks (health/safety/environment) and employment issues, that the demand can reappear without justifying the strike movement. Naturally, this aspect should not be confused with the hypothesis where the employer invokes an environmental argument to oppose the strike, particularly before the emergency judge. Since strike action is a fundamental right, the judge remains very cautious with regard to this type of request, even in high-risk enterprises (e.g. chemical industry). Recently an interim relief judge considered that there was neither manifestly unlawful disturbance nor imminent damage, as long as provisions are in place to ensure the safety of the site and the personnel²⁶⁷.

This clarification being made, there are cases where the professional claim is related to an environmental issue. One example is the strike called in 2014 by the employees of the waste incineration plant, SÉNERVAL (a subsidiary of the Séché Environnement group) located near Strasbourg, at the initiative of a CGT trade union. The trade union organisation denounced the working conditions as «dangerous and harmful to the health of the employees» and also reproached the

²⁶⁷ Tribunal de grande instance de Grenoble, Référé, 5 July 2018, RG 18/00696.

company for exposing the Strasbourg population to health risks. After 60 days of strike action, the CGT publicly revealed the figures for the release of pollutants into the air, which allegedly exceeded the authorized thresholds. Following this industrial dispute, the prefecture ordered the operator to carry out emergency work. These were apparently insufficient, as the malfunctions continued, resulting in a total shutdown of the plant for two and a half years, starting in September 2017. Today, in spite of very significant public investment, the jobs of the employees are clearly threatened; a third of the staff has already left, in less than two years, following redundancies or resignations. It is likely that the company's environmental damage has contributed to the situation in which employees find themselves today²⁶⁸.

In the extension of this idea, another case can be related. It concerns the project to close the thermal power station of the town of Gardanne, located in the Bouches du Rhône department. This local issue will be presented taking into account the information, exchanges and verbatims of a trade union representative of the site in question (Mr. Nadir HADJALI, deputy secretary of the CGT trade union of the thermal power station of Provence) The interview took place on January 30, 2020.

Question 1 – In what context did the strike movement at the thermal power plant originate? «This local collective conflict was born with the government's decision to close down coal-fired power plants in France by 1st January 2022». This choice was the subject of a technical measure contained in the multiannual energy program²⁶⁹ presented in November 2018, concerning, among other things, the CO₂ emission limit of 550 Kg / MWh.²⁷⁰ Concerned about the future of their jobs, the 250 employees of the plant reacted quickly. «On December 7, 2018, at the initiative of the CGT trade union (the majority shareholder)²⁷¹, the staff of the fuel and supply department went on strike for an unlimited period of time», paralyzing electricity production at the industrial site. «To date, apart from a few short interruptions in the movement to open discussions with management and

²⁶⁸ Facts collected in: A. KLAHR, B. MASNOU and E. BLEDNIAK, *Les syndicats et la protection de l'environnement: le pouvoir du collectif*, in *Sem.Soc.Lamy*, 2019, n. 1887, 6.

²⁶⁹ French strategy for energy and climate – Multiannual energy programming 2019-2023 / 2024-2028.

²⁷⁰ In the draft decree (published in January 2020), relating to the multiannual energy programming, the objectives for reducing fossil primary energy consumption compared to 2012 are -66% in 2023 and -80% in 2028, for coal.

²⁷¹ «Within the thermal power station, the CGT is represented by a trade union specific to the company. Its representativeness was nearly 90% during the last professional elections».

public authorities, employees in this sector are still on strike». It has therefore been almost 14 months (as of 7 February 2020). The solidarity of all the staff deserves to be underlined because «a system of monthly contributions has been put in place to help strikers to compensate for part of their loss of salary».

Question 2 – What is your union’s position on the government decision? «The government’s decision [to close the thermal power plant] has serious consequences not only for the jobs at the site but also for the department. It would have the following effects: 1000 direct and indirect jobs (threat to external activities such as coal import port activities) if the company closes». This could lead to a decrease in the energy potential necessary for the industrial development of the department and an impact on energy production with the effect of higher prices for users²⁷².

Question 3 – What is your union’s view of the environmental impact of the operation of the plant, which operates mainly on coal? The union wants to put an end to its image as a simple defender of jobs to the detriment of environmental constraints. Mr. HADJALI, specifies that «our trade union organization is aware of the polluting nature of the exploited activity and is concerned about the ecological urgency».

To tell the truth, «This thinking on the part of our union is not new». It goes back to Law n. 2015-992 of 17 August 2015 (relating to energy transition for green growth), which provided for an increase in the carbon tax. From that moment on, «our trade union organisation on the site had anticipated the problem of pollution generated by the activity and had begun to consider solutions for the future».

Question 4 – Are there solutions to reconcile plant maintenance and environmental issues? «A forward-looking study on the future of the power plant was undertaken, reconciling the issues of energy, employment and environmental protection».

«Following the government’s announcement in November 2018, our union called for a moratorium on this measure until more research is done to build an industrial future for the entire site. Since the beginning of 2019, together with a research firm specializing in the energy field, we have been working on the evolution of the plant, with two main objectives: on the one hand, to continue to operate a

²⁷² CGT Centrale de Gardanne and Fédération nationale des mines et de l’énergie CGT, *Préconisations – Pour un avenir industriel de la centrale de Provence à Gardanne*, 2019.

clean electricity production activity; on the other hand, to create new sectors of activity that will create jobs».

The pursuit of this twofold objective led the trade union actors (local and federal) to develop a project with experts. «This pre-study deserves to be further developed», as Mr. HADJALI acknowledges. Supported by the Confederation, it was presented in September 2019. It consists of three parts, which are described in a booklet that has been made public²⁷³. They are summarized here:

- maintaining the coal-based power generation unit with CO₂ capture, storage and reuse. This proposal is the subject of a reduction in electricity generating capacity from 600 MW to 280 MW in order to meet the CO₂ capture/storage/recovery efficiencies. The issue of CO₂ transformation, currently at the research and development stage, should be a path to be explored, as the Gardanne site could become an industrial demonstrator for other countries;
- the installation of three gasification units which consists of transforming CO₂ into hydrogen;
- the construction of an integrated platform for the management, sorting and recovery of multiple waste adapted to the needs of the region, in line with the objectives of reducing landfill, through a system of composting and biogas production by methanisation.

These three proposals would allow the maintenance of employment on the site with new industrial tools adapted to environmental protection.

In the end, for N. HADAJLI, «the apparent friction between employment and the environment, which seems complex at the outset, is not in reality so. It is enough to want and invest in industrial projects that do not harm the environment». This is what his trade union regularly tends to demonstrate to the various public authorities it meets with when the project is presented. It is also the reason why this organisation is sometimes seen alongside local residents' associations or certain ecological associations at public meetings during which the CGT intends to convince them of its project.

Question 5 – What do you see as the outcome of this conflict? Despite their actions, the proposals put forward for an ecological evolution of the plant have not been heard for the time being. «The employees and the CGT union are continuing

²⁷³ *Ibid.*

their actions and we remain hopeful that this project will attract the attention of the public authorities because we are convinced that industry, the environment and employment remain compatible».

Concluding comment. Without taking sides on the merits of this conflict, and on all its causes, it illustrates the extent to which employment remains at the heart of the actors' concerns. While the right to strike is not in principle a right of a trade union nature in France (subject to the public sector), the presence of trade unions in collective movements is a constant fact that leads to accompanying social dialogue with new language and arguments. In many respects, the environmental issue reconfigures the antagonisms around a more global cause, but which may prove threatening for jobs that are poorly prepared or difficult to adapt to the ecological transition.

Annex 1 – Synthesis round table agreement (28/04/2020)

Introduction of the speakers:

Nathalie Brunel: CFDT

Regional Secretary in charge of professional equality PACA region

Vice-President Sustainable Development, Environment, Energy, Climate CESER
Commission PACA

Marc Bayard: Chemical professional

President of the Environment-Industry Association

Retired former manager of sites in the oil industry – petrochemical industry

Former General Delegate of the Chemistry professional federation (France
Chimie Méditerranée), Member of the SPPPI – PACA (Permanent Secretariat for
the Prevention of Industrial Pollution)

Tomas Redondo: UIMM

Secretary General of the employers' federation UIMM Vaucluse

Director of an HR consulting structure

Mandates in joint bodies (CPH, CPAM, URSSAF)

Cyril Jouan: CFDT

Head of CFDT Bouches du Rhône

Regional Secretary for Ecological Transition, the Power to Live Pact and
Institutional Relations

Jean-Philippe Murru: CGT

Member of the CGT Local Union of Fos sur Mer

In charge of the CHSCT-CGT cooperation of the Gulf of Fos sur Mer

Member of SPPPI – PACA

Presentation: the round table was structured around two central questions, opening up exchanges on a whole range of societal issues which point to a certain evolution of the social dialogue and the role and actions of the social partners at

local and national level. It was prepared by Caroline Vanuls²⁷⁴ and moderated by Alexis Bugada (academics).

1. Have the participants been led to discuss or negotiate agreements or collective agreements referring (directly or indirectly) to the environmental issue? What are their experiences on the subject in terms of collective bargaining?

The participants had little or no involvement, strictly speaking, in the conclusion of collective agreements dedicated to environmental protection. Only Mr. Bayard stated that he had renewed a profit-sharing agreement in one of the companies he managed, by including an environmental indicator, which is one of the priorities of this industrial structure, along with the other pillars of sustainable development.

However, their practices and experiences within different bodies (representative institutions, professional branches, institutional bodies, associations, company management) shed light on several points, namely:

- the reasons for this difficult integration of the environmental issue into the scope of collective bargaining;
- the work already carried out in this area outside the scope of the negotiations;
- the prospects for evolution at different scales.

If we look back at the history of company negotiations up to today, we can see that the situation is as follows.

The subjects that were favoured concerned «purely internal company concerns» (T. Redondo) and «environmental issues were not necessarily part of the main demands of the employees and therefore of their representatives» (J-P. Murru). Elements that were closely or remotely related to the environment were peripheral to the subject of the negotiation, never central (C. Jouan) and were more often included in the agreements from the point of view of health and safety at work. Participants did indeed emphasize the strong links between the environment and health and safety. For example, it was through environmental health that the level of air quality in the aircraft cabin was addressed at Air France, C. Jouan notes. Marc Bayard rightly adds that «a polluting activity can have an impact outside as well as inside a company», even though he acknowledges at the same time that health risks at a workstation can be completely different from those related to

²⁷⁴ The round table was transcribed by Caroline Vanuls.

environmental health. According to J-P. Murru, the slow integration of the environmental dimension into collective bargaining sometimes stems, according to J-P. Murru, from the difficulty of establishing a dialogue between trade unions and employers' organisations in a given territory when complex issues related to the exposure of employees to multifactorial risks throughout an entire industrial zone are addressed, such as "poly-exposures" to hazardous substances for which there is a lack of regulation.

But things are bound to change because companies have to take the measure of several phenomena that have been emerging in our society for several years. First of all, employees are becoming more aware of the environmental risks to which they are exposed in the course of their work. This has been the case, for example, in Fos-sur-Mer, since the installation of the waste incinerator of the Urban Community of Marseilles, which has prompted reactions on environmental issues (J-P. Murru).

Then a new generation of employees emerges on the labour market. Their demands go beyond employment and remuneration conditions (T. Redondo). Young workers, who «no longer wish to be accomplices in the destruction of resources and the rise in inequalities», seek not only «a meaning to their work» but also «companies that share values, such as those related to the ecological transition» (T. Redondo). This is particularly true today, during this health crisis in which employees are expressing their pride in being able to continue working in a company whose activity is necessary to the needs of the nation (M. Bayard). Finally, the economic market is changing. On the one hand, consumer demand, which is gradually becoming an active consumer (consom-acteur) (C. Jouan), vigilant and attentive to the products they buy, is leading companies to change their behaviour to improve their image. «This is the case, for example, in certain professional sectors such as industry or air transport, which are perceived as highly polluting» (C. Jouan). On the other hand, «we are seeing the emergence on the economic market of new logics for principals who are scrutinizing the CSR approaches of their suppliers to manage, in particular, the risks on supply chains» (T. Redondo).

From these various observations, it can be assumed that the object of the negotiations will necessarily evolve «towards radiation of a more general scope», to go beyond the sphere of the company and concern claims with a broader scope (T. Redondo). Indeed, «the company is led (with its stakeholders) to take an interest in subjects of general interest that surpass those of internal production»

(A. Bugada), because «it must also contribute to the common good of society» (T. Redondo).

On what scales can these developments take place? At the institutional level, several actions are being developed. On the regional territory, the work of CESER (PACA)²⁷⁵ focuses in particular on these issues. «For example, last year, the Agriculture-Sea-Forests Commission launched a study on the capacity, at the regional level, to supply more water to the agricultural world» (N. Brunel). It should be noted that political bodies are not obliged to follow the opinions issued by the CESER. The actions of the SPPPI²⁷⁶ are also an illustration of this. The REPOSES project in which J-P. Murru and M. Bayard are taking part aims to «collect the expectations of the populations in order to try to meet them as well as possible». One of the areas dealt with by the SPPPI is also to gather «the opinion of operators on workstations on industrial sites» ...in order to «find solutions for a more eco-responsible operation of tomorrow's industry» (J.P. Murru).

Of course, this shift is also taking place within employers' organisations such as the UIMM (T. Redondo) and trade union organisations, some of which, such as the CGT and CFDT, have modified their statutes to incorporate their interest in environmental protection.

N. Brunel testifies to the work done on energy transition within her union (electricity and gas industry) and the federation to which she belongs. This study consisted in collecting the opinions and proposals of activists working in the field of the activities concerned. J-P. Murru, for his part, underlines the proposals of the CGT to improve the state of operation of industrial installations to make them less polluting (on the sites of Gardanne – Arcelor Mittal – Dunkirk).

²⁷⁵ CESER: Economic, social and environmental regional council (PACA region): Made up of people from civil society, the CESER is a real force for proposals and a laboratory of ideas to meet the needs of the citizens of Provence-Alpes-Côte d'Azur. Thanks to the drafting of its opinions, reports and communications, it analyses, anticipates, enlightens and advises on many essential subjects related to the development of our region and offers many decision-making tools.

²⁷⁶ SPPPI: permanent secretariat for the prevention of industrial pollution. In France, the SPPPIs are structures that have been set up, for about 45 years, in highly industrialised basins to address issues relating to the environmental impact of industrial activities and to set up genuine consultation with all local players. Unlike all the other SPPPIs in France, the PACA region's SPPPI has been independent of the DREAL since 2011. It is made up of representatives of the 5 colleges of the *Grenelle de l'Environnement*: State – local authorities – associations, employers' organisations and trade unions.

According to Mr. Bayard, environmental issues must be taken into account at three levels. 1) The company as the main driver of change: it can raise awareness among employees, who are themselves the driving force behind the changes. 2) The professional branch can exercise a double action: without necessarily playing a normative role, «the branch can make recommendations on the reasons for its existence through the implementation of an industrial performance approach focused on certain points, including the impact on production» (T. Redondo). In addition, the industry is able to collect and capitalize on the experiences and know-how of companies to highlight what can be generalized at the regulatory level. 3) Finally, at the national (or European) level, regulations that are often of an interprofessional nature (example: ICPE legislation) can legitimise practices and progress made by economic operators in this field (M. Bayard).

C. Jouan, for his part, insists on the priority of the cross-industry level in social dialogue in order to initiate consultations and find solutions to problems that go beyond the company's perimeter. On a given territory (for example, in industrial basins), the impact of inter-professional negotiation would be greater in order to conduct a reflection that reconciles economic development, environmental protection and job preservation. «The key would perhaps be to boost social dialogue at local or regional level, which is currently becoming somewhat invisible in the field of negotiation» (A. Bugada). According to C. Jouan, this deficit has been clearly observed in Gardanne since the government's announcement to close the thermal power station. «We realize that there is a lack of a real collective structure in which we could exchange with all the partners of the company (management – trade unions – institutions representing the staff) and the territory (employers' federations, professional branches, associations, local elected representatives) to work on the future of the power plant in order to combine economic development and respect for the environment», following the example of «what is being set up in Rouen after the fire at the Lubrizol factory». The question of the players then becomes essential. From the moment «that the question of the environment is approached in a broader scope than that of the company, it seems necessary to associate other stakeholders with the traditional actors of company negotiations in tomorrow's world» (T. Redondo).

2. The world after the pandemic

A Bugada: The current health crisis can be presented as an environmental crisis. The pathogenic risk that is attacking us is forcing us to revolutionize our ways of

working, exchanging or circulating. We can see that teleworking, to give just one example, is extremely popular, whereas previously there was a great deal of reluctance in companies to set it up. How do you see the world that will follow the revolution we are currently experiencing?

Even if our way of life has suddenly changed, we can hope that in the medium term we will return to more classical rules (C. Jouan), to more usual professional, cultural or domestic activities (M. Bayard). However, it is important to learn the lessons of this crisis and «not to underestimate the cataclysm suffered by the citizens of the world» (C. Jouan) because «this health crisis will generate a formidable economic and social disaster» (T. Redondo). Tomorrow's world will and must change. But in which direction? «It is also the responsibility of the trade union actors to participate in this change so that it takes place in the right direction» (C. Jouan). «And there are real issues of the future to be dealt with, where environmental and economic issues collide» (C. Jouan). For the CFDT, «we must be able to stop the gap between economic development and environmental protection ... and we must be able to work on a sustainable ecological transition with sustainable economic development» (C. Jouan). This is the challenge of tomorrow, which «must not disappear from the minds of politicians overnight, once a treatment or vaccine is found» (M. Bayard).

There are therefore many issues to be considered for the future, covering several themes, not all of which could be addressed during the round table.

The energy renovation of social housing is one of the avenues to be explored in greater depth according to C. Jouan. Admittedly, this renovation generates a cost in the short term. But in the long term, it represents a profitable investment for companies entering this market as well as a reduction in expenses for users.

The question of transport is also a key issue for J-P. Murru. Whether it is urban passenger transport or the transport of goods by rail, solutions must be sought to reduce road traffic, one of the causes of our air pollution. However, as Mr. Bayard points out, there must be a real political will to implement these solutions. To this end, he gives the example of rail freight transport, which has been in constant decline in France for 20 years, whereas it should instead be developed in the name of the environment.

The overhaul of our production system and the economic market is now becoming essential. For Mr. Bayard, «this crisis has made us aware that health appears to be

a link between the three pillars of sustainable development» (environment – economy – social). It is clear that damage to the health of a population paralyzes the economic functioning of a country. «Lockdown is the translation of this state of affairs». On this basis, reflection must focus on strategic activities that must remain at the heart of the nation's economy. This crisis highlights the fact that France (like Europe) has lost the means to manufacture essential products even though it has the expertise and technical or technological capacity to do so. This raises the question of the “reinternalization” (M. Bayard) or “recentralization” (A. Bugada) of our activities that are fundamental to the country's needs. The outsourcing of activities, which has increased sharply in recent decades in very remote regions of the world, and the import of many essential products (health products, foodstuffs, etc.) in fact represent a “hidden cost” (A. Bugada): «that of future damage to the environment» (M. Bayard). The question of the proximity of our production sites must be put back at the centre of the debate because there are «strategic activities that are beneficial for the preservation of the environment if they are carried out in France» (J-P. Murru). The challenge would then be to clearly define these strategic activities that are essential to our nation's needs and for which the State should retain a right of oversight (J-P. Murru). C. Jouan adds that it also seems essential to move away from our current system of “hyperproduction” and return «to an economic system of reasonable production that would meet our needs and thus enable a genuine ecological transition». The examples of solidarity economy or industrial ecology that have been set up in our region, for example in terms of waste recycling, should be multiplied (J-P. Murru).

Even if the various problems that have just been exposed go beyond the company's framework, «the negotiation of collective agreements in the context we are living through can still make a contribution» (T. Redondo). Firstly, in the very short term: the emergence from lockdown and the gradual resumption of economic activities highlight the issues at stake in company negotiations, which «allow us to adjust and find solutions that have not been explored until now, such as teleworking. This mode of work organisation will perhaps become more enshrined in the company after the crisis is over» (T. Redondo), provided, as J-P. Murru points out, that serious thought is given to its rational implementation to avoid the occupational risks it implies: isolation of the employee, fatigue, loss of the collective sense of work, and “inequalities” between employees (C. Jouan). But beyond the immediate situation, all the issues raised must find their place in collective bargaining, suggests Mr. Bayard, so that «each company becomes responsible – respectable and asks itself the question of its role and actions in

order to respect the environment, the health of workers and that of local residents».

Annex 2 – Questionnaire for federations/branches

Presentation

17 representatives or federation members (9 employees and 8 employers) were contacted to answer a questionnaire²⁷⁷. The questions/answers are set out below, with a brief comment from us²⁷⁸. Some questions were open-ended and a verbatim report was allowed.

In view of the target audience, we were expecting at least 30 responses. The panel is therefore small but the sectors represented are diversified²⁷⁹. It is undoubtedly the most motivated (or interested) who responded, which may bias the result. One could deduce from the outset that the environmental issue does not yet mobilise a great deal, at least at this level of negotiation. However, the panel that did respond is illustrative of a perception by some stakeholders of the impact of environmental issues in branch negotiations. Some are rich in lessons or suggestions.

This survey would deserve to be re-published on a larger scale in order to draw scientifically relevant conclusions. However, it is a first indication of a trend on a reduced panel.

²⁷⁷ Contacts were made at a conference organized in Paris on 21 March 2018 by AG2R la Mondiale. The theme was VSE-SMEs, how to succeed in the transition to carbon neutrality? (Conference of the AG2R la Mondiale “culture branch” cycle). This conference was a follow-up to the EESC report on the subject. The organizer allowed us to distribute a questionnaire. The questions were distributed in electronic format. We would like to thank the representatives of AG2R in collecting this information.

²⁷⁸ This questionnaire was prepared and processed by Alexis BUGADA.

²⁷⁹ SECTORS REPRESENTED: Cleaning companies, Animal nutrition industry, Specialised local food trade, Private education, Independent professionals in electricity and electricity, Bakery, Retail food, Agricultural companies (management), Social health, Social activities, Food industry, Services, Accountancy and auditors, International mechanical and electronic companies, Cement industry, Family business.

Question 1 – How would you describe your organization’s interest in environmental issues related to labour relations?

Results/Responses: 7 responses were received. They show a variable sensitivity according to the branches, but a large majority of the answers illustrate the interest or a sensitivity towards an open negotiation approach on sustainable development.

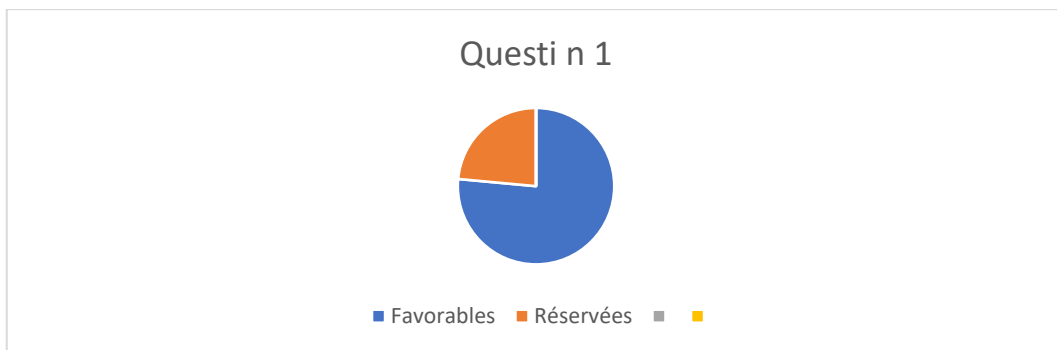
I – Favourable responses:

- 1) Capital, very important.
- 2) Important and essential interest.
- 3) Important, enshrined in our resolutions.
- 4) Environmental issues are linked to social progress.
- 5) Overriding interest. Environmental issues are part of the quality of life at work.
- 6) Environmental and sustainable development issues are at the heart of the sector’s activity.
- 7) Attentive and concerned about societal and environmental issues, we address this subject at our board meetings in order to raise awareness and encourage our members to engage in a CSR approach.
- 8) This is not necessarily a priority in industry negotiations, but interest is certain and certainly stronger in certain sectors such as private agricultural education.
- 9) It is taken into account in a real and effective way and through multiple actions undertaken or under consideration.
- 10) Our interest is very high. We have one person in our organization dedicated to the study of environmental and climate issues.
- 11) FEP (federation of cleaning companies)²⁸⁰ has been engaged in CSR for more than 10 years. It has adopted a new CSR strategy in 2018 in which environmental issues are a major focus.
- 12) The changes that are going to take place will undoubtedly create jobs, moreover, new jobs that will require adaptation in terms of training.
- 13) Our industry is at the heart of ecological transition issues (carbon quotas, reduction of CO2 emissions, construction waste, circular economy...). It is also highly exposed to international competition that is not subject to European regulatory and environmental constraints. These two situations have a direct and indirect impact on the future of our companies, and consequently on the employment and employability of its employees.

²⁸⁰ Federation of Cleaning Companies.

II – Reserved answers

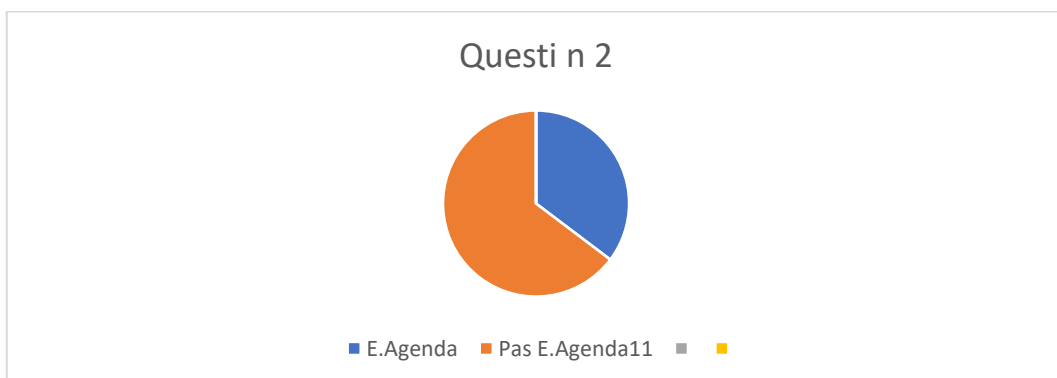
- 1) Measured interest
- 2) Conjoncture
- 3) A subject that is not always a priority in view of the current state of negotiations in the branches and, moreover, a subject that does not mobilize employees collectively: difficulty in making the link between daily work and environmental issues.
- 4) At present, climate and environmental conditions are not among the priorities for action.



Comment: The favourable and majority responses show an already strong opinion and remove any doubt as to the relevance of bringing social and environmental issues closer together in collective bargaining at this level.

Question 2 – Is this theme (including sustainable development) part of your social negotiation agenda?

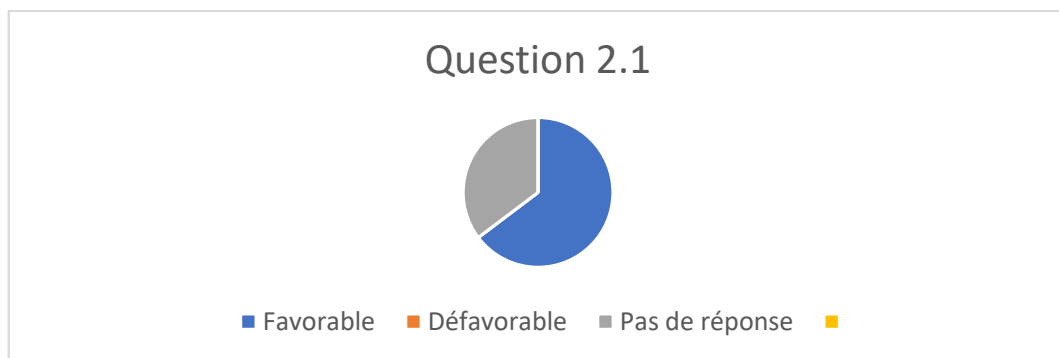
Results/Responses: 6 yes / 11 no.



Comment: some branches already have a social agenda that integrates environmental concerns into social dialogue. They are not in the majority but the proportion is significant on the panel.

Question 2.1 – If not, can it be included?

Results/Responses: 11 yes/ 6 did not answer.



Comment: The fact that there are no negative answers raises two questions. Has the question been properly asked and understood? Or does the absence of a negative answer demonstrate that there is no absolute obstacle to the environmental issue being addressed by the industry although it remains difficult to bring or address depending on the sector? The latter is possible.

Question 3 – How do you perceive this subject based on the work of the EESC (Economic, Social and Environmental Council)? Are you aware of it?

Answers/Results: 8 no, 9 nuanced and explanatory answers formulated as follows:

- 1) I haven't heard it yet.
- 2) Our work is still in its infancy.
- 3) The rapprochement of the professional branches, which is currently a priority, is a subject that will be addressed in the near future.
- 4) I have not recently become aware of the work carried out by the EESC. However, these subjects are an integral part of my positions and demands throughout my meetings, albeit on a small scale.
- 5) I am aware of this and I believe that the work undertaken at European level is fundamental.

- 6) Yes, the EESC makes an observation and explores a number of avenues.
- 7) Yes, I am a member of the EESC
- 8) Personally, I am very involved in the work of the EESC, where we produce opinions and recommendations that integrate societal and environmental issues.
- 9) Our organization had worked on the subject some time ago, but it was difficult to apply it to negotiation practices.

Comment: these replies show an uneven reception of the EESC's fundamental work. Progress in communicating and relaying EESC reports to branch negotiators deserves to be made, especially as the replies do not show any negative a priori views on this work.

Question 4 – Do you think that the industry, as a space for social dialogue and negotiation, is a relevant place to deal with environmental issues from the perspective of promoting sustainable development and decent work?

Result/Responses: 100% positive responses, sometimes enthusiastic (“obviously”, “absolutely!”). However, one answer considers this to be a difficult goal for the industry. Some answers are developed as follows:

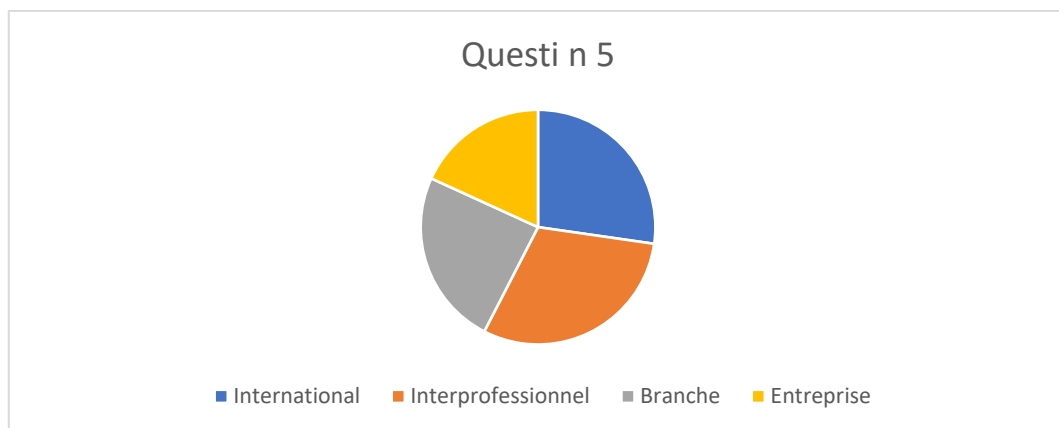
- 1) I sincerely believe that it is essential for a branch to deal with this subject in order to adapt it to specific environments in addition to negotiations at national level.
- 2) The branch may be one of the places that can deal with these subjects, but it should not be the only one.
- 3) Yes, having a decent job that respects the environment requires the recognition of employees. The spaces for dialogue and negotiation must make it possible to restore meaning to work, to obtain progress in the quality of work in order to live work well.
- 4) Absolutely, this is the place that has always made it possible to balance competition between companies, to maintain an economic balance, and the social treatment of employees.
- 5) Strongly agree that the branch should be a forum for negotiation on environmental issues. The issues related to the deterioration of our environment are closely linked to our working conditions.
- 6) Yes, because the branch provisions apply to the whole profession if there are no permitted derogations and therefore make it possible to preserve the effects of social dumping and other distortions of competition.

- 7) The company's terrain seems to me to be much more favourable for the environment, but the issues related to decent work seem to me to be branch-specific.
- 8) Yes, but provided that this does not infringe on the freedom of enterprise and the strategic policies of companies.
- 9) Yes, but it's a sensitive subject. Diagnostic and analytical work is essential before tackling these eminently complex issues.

Comment: behind the evidence of a mostly positive response, some answers remain pragmatic in view of the complexity of the subject. The level of the company appears to be the concrete level at which these issues are dealt with, especially since (international?) competition may not have the same concerns. Behind the enthusiasm, these answers therefore call for vigilance.

Question 5 – Do you think that trade unions are aware of environmental issues? (Multiple choice answers)

Outcome/Responses: International level (9); Interprofessional (confederal) level (10); Federal/branch level (8); Local/enterprise level (6)

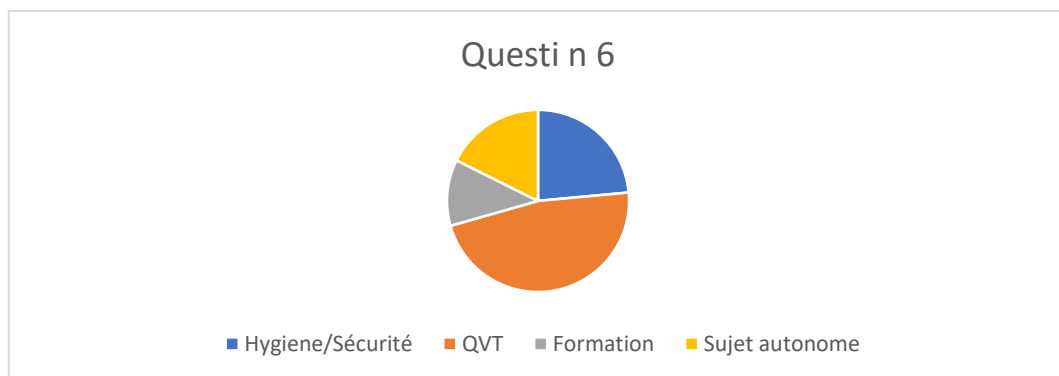


Comment: the perceived knowledge of trade unions is interesting: it confirms that international trade unions would be the most aware of global issues (especially in relation to multinational companies/ILO law). However, he suggests that the (cross-industry) confederations should also be made aware. However, in terms of achievements, we know that cross-industry agreements on this subject are, in reality, residual or even non-existent (see Report).

Question 6 – If the issue of environmental protection and sustainable development should be dealt with by the branch, can it be dealt with separately from the issue of health and safety? If so, can it integrate QWL?

Results/Responses:

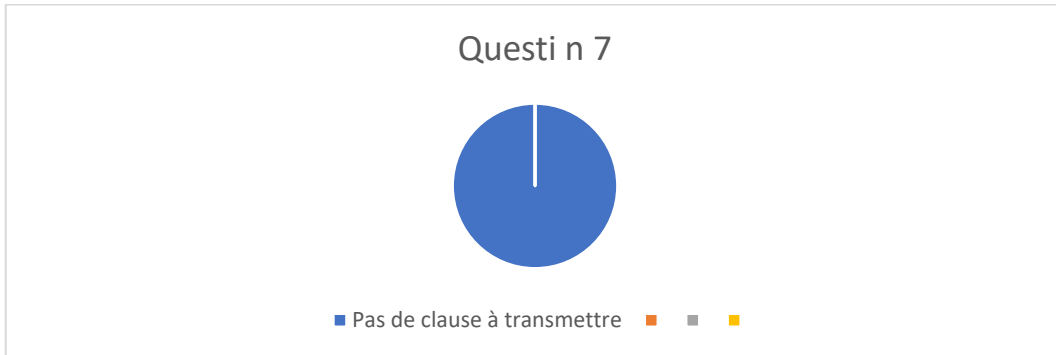
- 1) It should be treated with health and safety (3).
- 2) It should be treated with QWL (7).
- 3) Other (7):
 - a) both (HS and QWL) 1,
 - b) in a specific way (2),
 - c) specifically and transversally (OHS, environment, employment/training, etc.),
 - d) with the training and employment component (2)



Comment: Without excluding the other themes likely to host environmental issues, the QWL theme seems to be the most conducive to opening up these topics. In fact, this is what the legislator has ratified in terms of virtuous mobility (2019), but this is a narrow sub-theme compared to the QWL as a whole. Soon a QWL.E?

Question 7 – Are you aware of any collective agreement (or agreement clause) related to environmental protection?

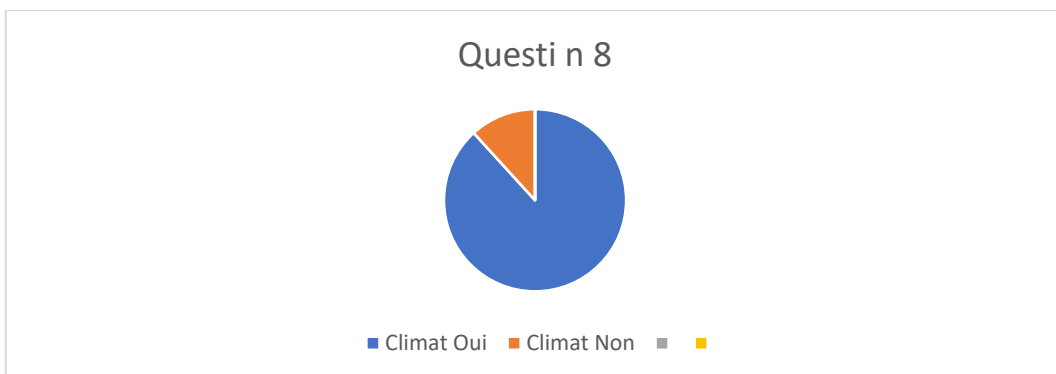
Results/Responses: No (17/ 100%). None of them could therefore send us a concrete clause.



Comment: this result is enlightening. No concrete provisions could be directly addressed to us. This attests to the following: While there is a willingness to include environmental issues in branch negotiations, it is still difficult (at this level) to identify concrete achievements.

Question 8 – Can awareness of climate change and its consequences be the subject, in practice, of collective bargaining?

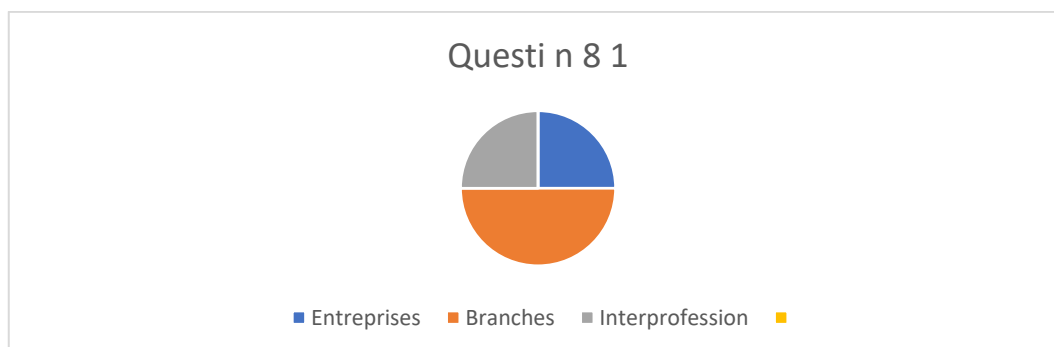
Results/Responses: Yes (15); No (2).



Comment: an overwhelming majority considers that the climate issue can, as a matter of principle, be addressed under collective bargaining. The lesson here is enlightening.

Question 8.1 – If yes, at what level? (15 responses) Multi-choice answers.

Results/Responses: At the company level (4)...in addition to the international, national federal/branch (8) and confederal/interprofessional (4) levels.



Comment: the question was addressed to the industry players. It is therefore understandable that they play a leading role at this level. However, the inter-professional level is just as much in demand as the company level. This is a paradox, whereas at present it is the one that seems to be the least involved (at least in terms of the number of agreements or environmental clauses).

Clarifications made (responses):

- 1) For the industry, it would rather be a question of providing a framework because 1/ this subject does not come under blocks 1 and 2 of collective bargaining (where the industry takes precedence over the company) and can therefore only be supplementary and 2/ what is more, environmental questions are already closely followed by companies in our industry, which even make it a highly strategic subject.
- 2) A question to be dealt with first in the enterprise in direct connection with the economic activity and then, why not, at the branch level.
- 3) Branches-brands (broader than the company as it does not exempt franchises...), global framework agreements with brands
- 4) At the branch level, working conditions must be subject to a conventional minimum treatment which can be improved at the local level by better company agreements.
- 5) Raising awareness on eco-gestures

- 6) National companies: management of purchases and waste, travel policy (public transport, car-pooling, working hours organised according to train timetables, etc.).
- 7) Work organisation (during heat waves for example), risk prevention as well. But also work behaviour (waste limitation and management, transport, etc.).
- 8) Transport, teleworking (when the job allows it), training standards (CQP, CAP, etc.) with a climate change component. Training drivers in eco-responsible driving.

Comment: The responses were generous and point the way to concrete achievements. These are those partly highlighted in the French report. However, some responses suggest more global approaches (3, 6) and return to the articulation of branch/enterprise agreements (1, 2, 4).

Question 9 – The energy transition is going to impact the business lines. How do the joint training bodies (OPCA/OPCO) anticipate the transition of trades based on training policies?

Results/Responses:

- 1) Don't know (5)
- 2) Not enough (2)
- 3) We're just starting to talk about it (1)
- 4) No visibility yet on the new OPCOs and their operating capacity
- 5) For the time being the OPCOs are being formed. They also lack a vision of the "green" professions of the future.
- 6) The OPCO²⁸¹ CPNEFPs²⁸² need to get a handle on this issue.
- 7) This work is not on the agenda given the many urgent subjects (Pro-A, new attributions of the branches...).
- 8) In the short term, this will mainly involve financing the training courses eligible for the pro-A scheme²⁸³, which are defined precisely by the branches.

²⁸¹ Competence operators.

²⁸² Joint Committees for Employment and Vocational Training (we kept the French acronym, however).

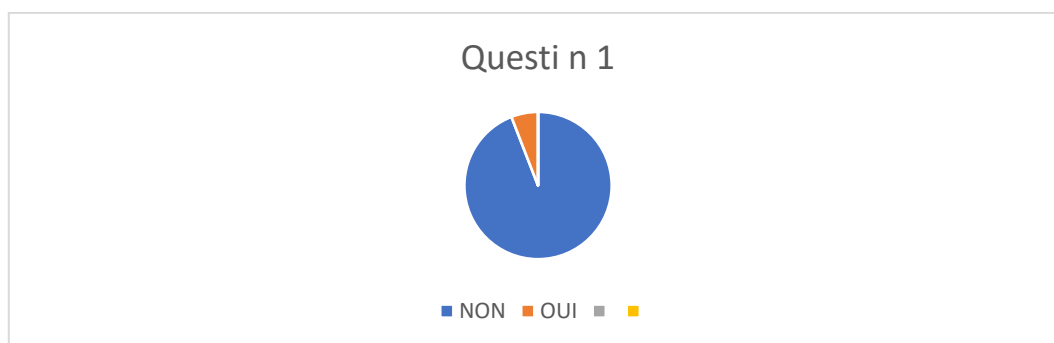
²⁸³ The pro-A scheme enables employees, particularly those with insufficient qualifications, to promote their professional development, promotion and job retention by accessing work-linked training courses.

- 9) The branches will have to integrate the energy transition in the training programs, the OPCOs will only have to apply what the branches have decided to implement.
- 10) In my branch, training subjects deal with these aspects, notably at the INBP²⁸⁴ in Rouen.
- 11) To date, the aspect of new professions is approached from the angle of new technologies. By integrating the environmental dimension into training courses on technical procedures, purchasing policy, corporate strategy, management, etc., the company is able to offer its employees a better understanding of the environmental impact of its activities.

Comment: it emerges from these answers that despite (or because of) the national restructuring of the skills operators, as things stand, the actors in the branches questioned seem circumspect about current achievements. Many seem convinced of the direction to be taken. The alliance between new technologies and sustainable development emerges enlighteningly from one of the answers given.

Question 10 – Are you aware of the use of an environmental alert procedure?

Results/ Answers: 1 answer yes (on the question of mobility); 16 answers no.

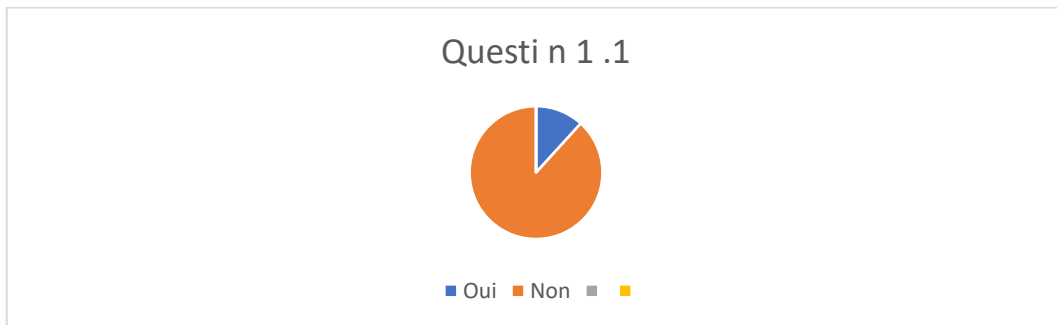


Comment: the environmental warning system appears to be little known at the branch level. Only one response indicated that this alert concerned the issue of “mobilities”.

²⁸⁴ National Bakery Institute.

Question 10.1 – Do you think that staff representatives and trade union representatives are informed of the mechanisms of the environmental alert procedure (Article L 4133-1 of the Labour Code).

Answers/Results: 2 yes, 17 no



Comment: From the point of view of the actors in the branches, the environmental warning procedure still seems to be little known and poorly disseminated in the field.

Annex 3 – Lists of the main agreements identified

1. Global Agreements²⁸⁵

- 1) ARCELOR – Global Agreement on Principles of Social Responsibility – 13 September 2005 (Luxembourg)
- 2) BNP PARIBAS – Agreement on fundamental rights and the global social base – 18 September 2018
- 3) CARREFOUR – International Agreement for the Promotion of Social Dialogue and Diversity and for the Respect of Fundamental Rights at Work – 3 October 2018
- 4) EDF – Agreement on social responsibility – December 10, 2008
- 5) EDF – Global Framework Agreement on Social Responsibility – June 19, 2018
- 6) EUROPEAN AERONAUTIC DEFENSE AND SPACE – International framework agreement
- 7) EUROSPORT – Global agreement on fundamental social rights – 10 October 2012
- 8) GAZ DE FRANCE – European Agreement on Social Responsibility – 2 July 2008
- 9) GDF SUEZ – Global agreement on fundamental rights, social dialogue and sustainable development – 19 November 2010
- 10) LAFARGE – Global Agreement on Corporate Social Responsibility and International Labour Relations – 21 May 2013 (Switzerland)
- 11) MICHELIN, Accord, setting up a Michelin Global Group Committee – January 27, 2020
- 12) PERNOD RICARD – European Agreement on Corporate Social Responsibility (CSR) – 7 January 2014
- 13) PSA – Global Framework Agreement on Social Responsibility – 2017
- 14) RENAULT – Global Framework Agreement on Social, Societal and Environmental Responsibility – July 2, 2013
- 15) RENAULT – Building the world of work together – Global Framework Agreement on the Evolution of Working Life – July 9, 2019

²⁸⁵ Francophone agreements or group agreements where a subsidiary could prove to be French were also selected.

- 16) RHODIA – Global Corporate Social Responsibility Agreement – March 25, 2008
- 17) SAFRAN – Global Framework Agreement on Working Conditions, Corporate Social Responsibility and Sustainable Development – October 18, 2017
- 18) SOCIETE GENERALE – Global agreement on fundamental rights – 4 February 2019
- 19) SOLVAY – Global agreement of May 29, 2015 on performance-based incentives for Group employees (2015-2016) (belgium)
- 20) SOLVAY – Global Framework Agreement on Social Responsibility and Sustainable Development – 3 February 2017 (Belgium)
- 21) TOTAL – Corporate social responsibility – January 22, 2015
- 22) UMICORE – Global Framework Agreement on Sustainable Development – UMICORE – 21 October 2015 (belgium)

2. National interprofessional agreements

- 23) Framework Agreement of 17 March 1975 amended by the amendment of 16 October 1984 on the improvement of working conditions
- 24) National inter-professional agreement of 11 January 2013 for a new economic and social model to serve the competitiveness of companies and to secure employment and career paths of wages.
- 25) National inter-professional agreement of 19 June 2013 towards a policy of improving the quality of life at work and professional equality
- 26) Joint deliberation of the social partners on *CSR in VSE-SMEs* – 21 December 2017

3. Collective branch agreements

- 27) Agreement of 5 February 1985- Vocational Training and Employment – National Collective Agreement on Road Transport and Activities Ancillary to Transport of 21 December 1950
- 28) Amendment n. 23 of 24 April 1991 – National collective agreement concerning wine cooperative cellars and their unions of 22 April 1986
- 29) National collective agreement for waste activities of 11 May 2000
- 30) Agreement of January 20, 2003 establishing the 10-year PPESVI (PEV-BTP) – Agreement of January 20, 2003 establishing the inter-company

- savings plans (employee savings plans for the building and public works sector)
- 31) Rider n. 4 of July 7, 2003 relating to employee savings plans – National collective bargaining agreement for the predominantly food retail and wholesale trade of July 12, 2001
 - 32) Amendment of 18 December 2003 to the agreement of 19 June 1995 on safety at work – National collective agreement for the oil industry of 3 September 1985
 - 33) Agreement of 24 November 2005 on the implementation of the individual right to training in dairy cooperation – National collective agreement of dairy agricultural cooperatives of 7 June 1984
 - 34) Rider of 27 March 2006 amending the agreement of 7 July 2003 relating to the inter-company savings plan (PEI) – National collective agreement of the bank of 10 January 2000
 - 35) Professional agreement of 21 June 2006 creating 3 CPQs
 - 36) Addendum of 22 May 2007 to addendum n. 3 to the agreement of 19 December 1994 on membership of FORCO – National collective bargaining agreement for commission, brokerage and intra-Community trade and import-export companies of 18 December 1952
 - 37) Amendment n. 3 of 14 June 2007 to the Inter-Auto-Plan Regulation – National Collective Agreement on Trade and Repair of Motor Vehicles, Cycles and Motorcycles and Related Activities, and Technical Inspection of Motor Vehicles of 15 January 1981
 - 38) Agreement of December 22, 2009 instituting a contract for the future – National collective agreement for public works employees, technicians and supervisors of July 12, 2006
 - 39) National agreement of May 17, 2010 relating to the forward-looking management of jobs and skills (GPEC) in metallurgy
 - 40) Agreement of June 29, 2010 relating to profit-sharing for the years 2010 to 2012 – National collective bargaining agreement for employees and managers of the social security scheme for the self-employed of March 20, 2008
 - 41) Agreement of 15 December 2010 relating to the creation of a CPQ *Pet shop salesman* – National CC of florists, sale and services of pets of 21 January 1997
 - 42) Amendment of February 18, 2011 – Collective agreement for the metallurgical, mechanical and related industries (Gironde and Landes)

- 43) Agreement of March 1st 2011 relating to the forward-looking management of jobs and skills (GPEC) – National collective agreement for real estate development of May 18, 1988
- 44) Agreement of April 7, 2011 on corporate social responsibility – National collective agreement for public works employees, technicians and supervisors of July 12, 2006
- 45) Agreement of 14 November 2011 on various provisions applicable to officers (not extended) – Unified National Ports and Handling Collective Agreement of 15 April 2011
- 46) Agreement of 20 December 2011 on the prevention of arduous work and the improvement of working conditions
- 47) Agreement of 6 December 2012 on the organization and functioning of paritarianism
- 48) Agreement of January 25, 2013 on occupational health – National Collective Agreement of Lawyers and their Staff of February 20, 1979
- 49) Agreement of June 19, 2013 on the development of collective profit-sharing – National collective agreement for the staff of public housing offices of April 6, 2017
- 50) Amendment n. 1 of May 6, 2014 to the agreement of April 7, 2011 relating to corporate social responsibility – National collective bargaining agreement for public works employees, technicians and supervisors of July 12, 2006
- 51) Agreement of June 24, 2014 relating to profit-sharing – National collective agreement of the general social security scheme’s consulting practitioners of April 4, 2006
- 52) Amendment n. 46 of July 7, 2014 relating to the creation and recognition of professional qualification certificates – Collective agreement for cultural and leisure attraction areas
- 53) Agreement of 10 February 2015 on the financing of continuing training
- 54) Agreement of 25 March 2015 on Lifelong Vocational Training – National Collective Agreement for the Plastics Industry of July 1st 1960
- 55) Agreement of 2 April 2015 on lifelong vocational training – National collective agreement on the manufacture of and trade in products for pharmaceutical, parapharmaceutical and veterinary use of June 1st 1989
- 56) Rider n. 2015-02 of September 29, 2015 relating to the implementation of the responsibility pact – National collective agreement for out-of-home advice distributors (CHD distributors)

- 57) Agreement of 19 November 2015 on the organisation of working time – National collective agreement for workshops and integration sites of 31 March 2011
- 58) Agreement of 10 December 2015 on the Reform of Vocational Training – National Collective Agreement on the Recovery Industry and Trade of 6 December 1971
- 59) Agreement of 15 February 2016 on minimum wages for the year 2016 – National collective agreement of the bank of 10 January 2000
- 60) Agreement of 15 December 2016 on Sunday and evening work
- 61) Agreement of 12 April 2017 – National Collective Agreement on Road Transport and Activities Ancillary to Transport of 21 December 1950
- 62) Amendment n. 36-2017 of 25 October 2017 relating to travel time and expenses – National collective agreement for the home help, care and support branch of 21 May 2010
- 63) Amendment n. 110 of 12 June 2018 relating to the training of courier staff – National collective agreement for road transport and auxiliary transport activities of 21 December 1950
- 64) Agreement of June 13, 2018 relating to the integration, retention and training of employees with disabilities – National collective bargaining agreement for the recovery industries and trade of December 6, 1971
- 65) Agreement of 14 June 2018 on telework – New national collective agreement for notaries of 19 February 2015
- 66) Agreement n. 2018-9 of October 23, 2018 relating to the designation of the skills operator (OPCO) – National collective agreement for out-of-home advisory distributors (CHD distributors)
- 67) Agreement of 13 November 2018 on professional equality between women and men – National collective agreement on the manufacture of and trade in products for pharmaceutical, parapharmaceutical and veterinary use of¹ June 1989
- 68) Agreement of 17 December 2018 relating to the management of career paths in regional associations – National agreement of 6 September 2006 relating to apprenticeship and the central consultative committee for apprenticeship in the building and public works sector (CCCA-BTP)
- 69) Professional Agreement of 19 December 2018 relating to OPCO 2I
- 70) Agreement of February 7, 2019 on minimum wages as of January 1st 2019 – National collective bargaining agreement for banks of January 10, 2000
- 71) Agreement of 25 April 2019 on employment and vocational training in advertising

- 72) Declaration of the social partners of public works for infrastructure for ecological transition and employment – 25 November 2016

4. Company or group collective agreements

- 73) ADECCO GROUPE FRANCE – Collective agreement on the establishment of the Social and Economic Committee – 11 February 2019
- 74) AFNIC – Agreement on professional equality between women and men, quality of life at work and the right to disconnection – 19 November 2018
- 75) AIR FRANCE – Agreement on quality of working life for ground staff 1 July 2018 – 30 June 2021 – 1 August 2018
- 76) AIRBUS DS SLC – Agreement on the adoption of electronic voting – 21 June 2019
- 77) AIRBUS FRANCE – Group agreement on the overhaul of social dialogue – 12 October 2018
- 78) ALCATEL LUCENT – Company agreement on telework from home – January 18, 2008
- 79) ALLIER HABITAT – Agreement on eco-responsible home-work company mobility – 26 June 2018
- 80) APERAM ALLOYS RESCAL – Agreement on the Health, Safety and Working Conditions Committee – 23 May 2019
- 81) AREAS SERVICES – Agreement on the functioning of the EWC and the organisation of social dialogue – 30 May 2018
- 82) AREVA – European Works Council – December 3, 2003
- 83) ARIANESPACE – Company agreement on quality of life at work and the right to disconnection – 10 December 2018
- 84) ARKEMA FRANCE – Agreement on Social Dialogue, Trade Union Rights and Employee Representation – October 31, 2018
- 85) ASI – Agreement for the promotion of cycling – December 7, 2018
- 86) ASSOCIATION FOR ADULTS AND YOUNG PEOPLE WITH DISABILITIES OF LOIRE-ATLANTIQUE – Agreement on Bicycle Compensation for Commuting – 20 December 2018
- 87) ASTEK (UES) – Company agreement on the implementation of the bicycle mileage allowance – 4 September 2017
- 88) ASTRUM – Telework Agreement – 6 December 2013
- 89) AUBAY – Bicycle Kilometre Allowance Agreement – November 14, 2018

- 90) AXEREALE ELEVAGE (UES) – Quality of Life at Work Agreement – January 23, 2019
- 91) BATIGERE (UES) – Intergenerational and forward-looking jobs and skills management agreement – December 30, 2016
- 92) BCM COSMETIQUE SAS – Company agreement on quality of life at work 2017-2020 – 25 June 2018
- 93) BHV EXPLOITATION – Company-wide agreement on the operation of social and economic committees and the establishment of the central social and economic committee – 2 July 2018
- 94) BHV / MARAIS RIVOLI – Establishment Agreement on Sunday Work – 22 April 2016
- 95) BONDUELLE – Amendment to the agreement to set up the European Works Council – March 22, 2017
- 96) BOSCH FRANCE – Agreement on professional equality between women and men and quality of life at work 2018 to 2020 – 20 April 2018
- 97) BRGM – Company agreement on soft mobility by bicycle and the introduction of the bicycle mileage allowance – 12 June 2018
- 98) BUYIN SAS – Agreement for the implementation of the bicycle mileage allowance (IKV) – 16 April 2019
- 99) CAISSE DE MSA ALPES DU NORD – Company agreement relating to the aid granted by the employer to the staff of MSA Alpes du Nord for the purchase of an electrically assisted bicycle – 2 January 2018
- 100) CANAL + – Telework Agreement – September 12, 2012
- 101) CANON FRANCE BUSINESS SERVICES S.A.S – Agreement on the implementation of electronic voting – July 10, 2019
- 102) CAPGEMINI (UES) – Profit-sharing agreement – June 28, 2019
- 103) CARGLASS – Telework Agreement – January 15, 2019
- 104) CASINO – Group Agreement on Corporate Social Responsibility – April 18, 2014
- 105) CENTRE DE RECHERCHE ET DEVELOPPEMENT NESTLE SAS – Agreement on professional equality between women and men and quality of life at work – 10 July 2018
- 106) EUGENE MARQUIS CENTRE – QLW Agreement – 10 November 2017
- 107) CENTRE HENRI BECQUEREL – Amendment 2018-01 to the Company Agreement of October 25, 2007 relating to the improvement of transport and parking conditions for personnel
- 108) CLUB MED – Endorsement to the collective agreement on telework – 1 August 2018
- 109) CNAM – Telework Agreement – February 8, 2019

- 110) COFIME (UES) – Collective company agreement on telework – 26 November 2018
- 111) COMPAGNIE DES AUTOCARS DE TOURAINE – Agreement on the *Quality, Safety, Environment Premium* for drivers, Amendment n. 3 for the year 2018 – February 13, 2018
- 112) COOPER CAPRI – Memorandum of Understanding on the implementation of the bicycle mileage allowance & sustainable mobility package – 14 December 2018
- 113) COTY SAS – Company agreement on the introduction of the bicycle mileage allowance – August 29, 2018
- 114) C&A FRANCE – Company-wide agreement on the adoption of electronic voting – June 7, 2019
- 115) DASSAULT AVIATION – Quality of Life at Work Agreement – January 11, 2019
- 116) DASSAULT SYSTEMES – Agreement on the use of electronic voting for professional elections – 17 July 2019
- 117) DHL SERVICE CENTRAL – Company agreement on quality of working life – April 5, 2019
- 118) EDF HYDRO – Collective agreement 2019-2021 *Mobilising, recognising and adapting our skills to tomorrow's hydropower* – May 6, 2019
- 119) EDF RENEWABLES (UES) – Quality of working life agreement – June 11, 2019
- 120) EDF S.A. – Agreement on socially responsible subcontracting – 2006
- 121) EDF S.A. – Collective agreement on Skills 2016-2019 – October 28, 2016
- 122) EDF S.A. – Collective profit-sharing agreement 2017-19 – June 2017
- 123) EDF – Social Agreement DPN 2019-2021 – February 22, 2019
- 124) EDF S.A. – Collective agreement relating to the establishment of the Central Social and Economic Committee and the terms of social dialogue – June 28, 2019
- 125) EDF – EDF Group agreement on sustainable mobility – November 12, 2019.
- 126) ELIAD (ESCU) – Quality of Life at Work Agreement – April 29, 2019
- 127) ENERGY SERVICES ENGINEERING – Agreement on the terms and conditions for the application and implementation of geolocation and eco-driving – 10 April 2018
- 128) ERDF – Agreement on working time for managers – 20 July 2009
- 129) FEDERATION AGIRC-ARRCO – Agreement on electronic voting – 26 July 2019

- 130) OVE FOUNDATION – Company agreement on expenses incurred by employees travelling by bicycle – October 20, 2016
- 131) FRANCE AIR SA – Collective Agreement on Carpooling – 4 April 2019
- 132) GAZ DE FRANCE – European Agreement on Social Responsibility – 2 July 2008
- 133) GEIE SYNERGIE – Company agreement electronic voting for the election of employee representatives to the social and economic committee – 1 July 2019
- 134) GEODIS MESSAGERIE SERVICES DIVISION – Agreement on the development of social dialogue – 26 March 2008
- 135) GEODIS DIVISION MESSAGRIE – Agreement on diversity in the framework of sustainable development policy – 10 November 2009
- 136) GEOTHERMIE BOUILLANTE – Environment Reward Agreement
- 137) GIVENCHY – Telework Agreement – February 21, 2019
- 138) GRDF – Draft agreement on the conditions of access to and use of ICTs by SROs and PRs in IORPs – 30 April 2008
- 139) GRDF – Collective agreement on the introduction of telework – 17 May 2018
- 140) GROUPAMA – European Works Council Agreement – 22 November 2012
- 141) GSF AIRPORT CDG – Agreement on professional and salary equality MEN – WOMEN and quality of life at work – 11 July 2018
- 142) KDDI FRANCE – Permanent agreement on the quality of life at work – July 2, 2018
- 143) KORIAN – Agreement on the establishment of a European Works Council – 29 April 2019
- 144) LA BANQUE POSTALE (UES) – Collective agreement of January 29, 2019 on teleworking
- 145) LA CAISSE DES DEPOTS ET CONSIGNATIONS (CDC) – Framework Agreement 2015-2017 – March 19, 2015
- 146) LA CAISSE DES DEPOTS ET CONSIGNATIONS (CDC) – Quality of Life at Work Agreement – July 5, 2016
- 147) LA COMPAGNIE DU LOGEMENT (UES) – Agreement on carpooling cost-sharing – December 19, 2017
- 148) LAGARDERE RESSOURCES – Agreement on the adoption of electronic voting – 16 July 2019
- 149) THE EDUCATION LEAGUE – Mobility plan and means of travel – 18 December 2018

- 150) THE WORLD (ESCU) – Agreement on the Deployment of Telework – May 30, 2018
- 151) THE WORLD (ESCU) – Agreement on electronic voting
- 152) LA POSTE – Telework Agreement – July 27, 2018
- 153) LA POSTE – Agreement on the improvement of working conditions and on the development of the distribution and service professions of postmen/factors and their local supervisors
- 154) MANPOWERGROUP SOLUTIONS ENTERPRISE – Telework agreement – January 15, 2019
- 155) MAIF – OSER Project Agreement
- 156) MAIF – Quality of Life at Work Enterprise Agreement – April 12, 2017
- 157) MAIF FINANCIAL SOLUTIONS – Agreement on the arrangements for organising professional elections by electronic voting – 16 July 2019
- 158) MEDIAPOST – Agreement on social dialogue – 26 April 2018
- 159) MERCK SANTE – *Accord à vivre* Corporate Social Responsibility – January 29, 2010
- 160) METAROM FRANCE – Agreement on quality of life at work and social and environmental responsibility – 22 January 2019
- 161) MICHELIN – Group agreement on the implementation of the 2011-2012-2013 profit-sharing plan – May 10, 2011
- 162) MICHELIN – Agreement concerning the implementation of the collective profit-sharing scheme and profit-sharing 2017-2018-2019 – June 7, 2017
- 163) MSA MARNE ARDENNES MEUSE – Company agreement to set up carpooling – 6 November 2018
- 164) NATUREO – Quality of Life at Work Agreement – February 18, 2019
- 165) NAVAL ENERGIES – Quality of Life at Work Agreement – November 13, 2018
- 166) NESTLE ENTREPRISE SAS – Social agreement on forward-looking management of jobs and career paths in the context of organisational change – 28 June 2018
- 167) OCS – Orange Prestations TV – Orange Studio (UES) – Agreement on the Mobility Plan 2018-2021 – September 27, 2018
- 168) OFFICE PUBLIC DE L’HABITAT 76 – Single commitment agreement for an effective, responsible and supportive social policy – 19 December 2017
- 169) ORACLE FRANCE – Agreement on Diversity and Openness to the Ecosystem – April 18, 2014
- 170) ORANO CYCLE – Agreement *For a new social dialogue* – 10 July 2018
- 171) ORANGE S.A. – Mobility Plan Agreement 2018-2021- April 16, 2018

- 172) ORANGE S.A. – Profit-sharing agreement 2018-2019-2020 – June 28, 2018
- 173) PEUGEOT CITROEN AUTOMOBILES – Agreement *Building the Group’s future together: A new impetus for growth* – July 2016
- 174) PICARD SURGELES – Agreement on professional equality and quality of life at work – 9 October 2018
- 175) POCHEZ – PROFESSIONAL EQUALITY AND QUALITY OF LIFE AT WORK – November 21, 2018
- 176) POLE EMPLOI – Quality of Life at Work Agreement – March 17, 2017
- 177) RENAULT S.A.S – Amendment to the agreement on telework from January 22, 2007 – June 22, 2010
- 178) RENAULT S.A.S. – Amendment relating to the group committee amending the amended agreement of 5 May 1995 – 24 March 2015
- 179) RENAULT S.A.S – Activity contract for sustainable performance – January 13, 2017
- 180) RENAULT S.A.S – Profit-sharing agreement for the years 2017-2018-2019 of March 10, 2017
- 181) RENAULT S.A.S. – Agreement on social dialogue and promoting the exercise and enhancement of trade union responsibilities – July 17, 2018
- 182) RENAULT S.A.S. – Agreement on new working methods – February 7, 2019
- 183) SAATCHI & SAATCHI and ARC – Agreement to cover bicycle mileage costs – March 11, 2019
- 184) SAFT SAS – Quality of Life at Work Agreement – September 24, 2018
- 185) SAINT-GOBAIN – Group Framework Agreement on Quality of Life at Work
- 186) SANOFI-AVENTIS RESEARCH AND DEVELOPMENT – Agreement to terminate the collective bargaining agreement
- 187) S.A.S.U MAGASINS GALERIES LAFAYETTE – Collective agreement on the implementation of electronic voting in the context of the professional elections of the members of the social and economic committee
- 188) SCHINDLER – Collective agreement on telework – 26 December 2018
- 189) SCHNEIDER ELECTRIC INDUSTRIES – Employee profit-sharing agreement – Period 2018/2019/2020- signed on June 28, 2018
- 190) ACOR A PARIS (UES) – Telework Agreement – 25 May 2018
- 191) SEJER – Agreement on improving the quality of life at work – 27 June 2013

- 192) AQUITAINE MEDICAL SERVICE – Memorandum of Understanding on the Social Responsibility of Organizations – 20 December 2018
- 193) Société Dauphinoise pour l’Habitat and Perform’Habitat – Memorandum of understanding relating to the introduction of the bicycle mileage allowance – 17 March 2017
- 194) SOCIETE GENERALE – Profit-sharing agreement covering the financial years 2017, 2018, 2019 – June 28, 2017
- 195) SOGAREL – Agreement on professional equality between women and men, quality of life at work and the right to disconnection – 24 November 2018
- 196) SOLVAY FRANCE (UES) – Agreement on the renewal of social dialogue – May 31, 2016
- 197) SORIN CRM SAS – Agreement on quality of life at work – September 13, 2018
- 198) STARBUCKS COFFEE FRANCE – Agreement on electronic voting for the elections of members of staff representative bodies – 17 June 2019
- 199) TDF SAS – Agreement relating to the forward-looking management of jobs, skills and career development support – 20 November 2018
- 200) TEREKA – Group agreement to promote the use of gas and positive environmental balance – May 31, 2018
- 201) TEREOS – Agreement on the establishment, composition and operation of a European Works Council – 4 May 2017
- 202) TKMF – Company-wide agreement on the quality of working life and professional equality between women and men – December 18, 2018
- 203) TOTAL – Amendment of September 26, 2016 to the home-workplace transportation agreement of July 13, 2012
- 204) TOTAL – Amendment to the agreement establishing the European Works Council of March 20, 2001 amended June 29, 2005 – June 30, 2017
- 205) TOTAL – Agreement on social and economic dialogue – July 13, 2018
- 206) URSSAF BOURGOGNE – Memorandum of Understanding on eco-responsible travel – 31 May 2018
- 207) VALEO – Agreement on social responsibility – 10 July 2012
- 208) VALEO EMBRAYAGES – Agreement on the quality of life at work approach – 17 December 2018
- 209) VCF Nord Picardie – Company-wide agreement on the implementation of a bicycle mileage allowance system – June 4, 2019
- 210) VINCI – European works council agreement – 26 September 2018
- 211) VINCI CONSTRUCTION FRANCE – Company agreement to promote quality of life at work – 12 October 2018

- 212) VINCI CONSTRUCTION TERRASSEMENT – Agreement on the adoption of electronic voting – July 9, 2019
- 213) WARNER ELECTRIC EUROPE – Agreement on the adoption of electronic voting – 11 July 2019
- 214) ZODIAC DATA SYSTEMS – Quality of Life at Work Collective Agreement – October 8, 2018

5. Charters / Codes / Guides

- 215) ADEME – Guide to good environmental practices and innovations in the food distribution sector – 2018
- 216) NICE COTE D’AZUR AIRPORT – Charter of good environmental behaviour – October 2016
- 217) AGIRC-ARRCO – IRS Charter – June 26, 2019
- 218) ALMAVIVA SANTE – Sustainable Development Charter
- 219) ANETT – CSR Charter
- 220) ANTALIS – Sustainable Development Charter
- 221) AIR FRANCE KLM – Social and Ethical Charter – March 1st 2008
- 222) ARCADE – Sustainable Development Charter
- 223) ARKEMA – Safety, Health, Environment and Quality Charter
- 224) ARTEPRINT – Ethical Charter
- 225) NATIONAL ASSEMBLY – Guide to Good Environmental Practice – September 2009
- 226) AUCHAN – Ethics Charter – January 2015
- 227) BANQUE DE FRANCE – Responsible Investment Charter – March 2018
- 228) BLIQUE ACTINUM – Charter of commitment to sustainable development
- 229) BNP Paribas – CSR Charter for Suppliers – 19 April 2012
- 230) BONDUELLE – Ethical Charter
- 231) BOUYGUES – European social charter – 7 June 2001
- 232) BRINKS – The sustainable development charter
- 233) CARREFOUR – Charter of Commitment for the Protection of Human Rights
- 234) CLINIQUE DE CHATILLON – Sustainable Development Charter – August 2013
- 235) CNOSF – Sport Charter for Sustainable Development – 2 July 2008
- 236) COJO 2024 – Social Charter Paris 2024

- 237) NATIONAL PURCHASING COUNCIL – RESPONSIBLE SUPPLIER RELATIONS CHARTER
- 238) DALKIA – Dalkia’s Sustainable Development Charter for Suppliers – January 2016
- 239) DESPAGNET – CSR and Sustainable Development Charter
- 240) EDF – Sustainable Development Charter between EDF and its suppliers – April 3, 2014
- 241) EIFFAGE – Sustainable Development Charter – July 2016
- 242) ENEDIS – CSR Charter for Enedis Suppliers – June 2017
- 243) ENGIE – Ethical Charter
- 244) PUBLIC ESTABLISHMENTS AND PUBLIC ENTERPRISES – Sustainable Development Charter
- 245) FAMILLES DE FRANCE – Sustainable Development Charter
- 246) FEDERATION FRANCAISE DE L’ASSURANCE – CSR Charter – 2018
- 247) GDF SUEZ – Environmental Charter
- 248) GROUPAMA – Corporate Social Responsibility Charter
- 249) HERMES PARIS – Les Essentiels Ethical Charter – 2018
- 250) INDUSTRIES DE CARRIERES – Environmental charter – respect for the environment & dialogue – 2004
- 251) LA CAISSE DES DEPOTS – Responsible Investment Charter
- 252) THE OTHER CIRCLE – LGBT Charter of Commitment – January 7, 2013
- 253) LEAP St Maximin – Sustainable Development Charter – March 2009
- 254) MAIF – Responsible Investment Charter – April 22, 2009
- 255) MARRIOTT – Environmental Charter
- 256) OUTILS CONCEPT – Sustainable Development Charter – June 2017
- 257) PICHON – Charter for Sustainable Development
- 258) COLD PROVENCE – Charter for sustainable development and environmental respect – 26 May 2009
- 259) PSA PEUGEOT CITROEN – Ethics Charter
- 260) RANDSTAD – Sustainable Development Charter
- 261) RENAULT – Ethical Charter
- 262) TELECOMS SECTOR – Voluntary Commitment Charter for Sustainable Development – July 22, 2010
- 263) SECURITAS AB – Environmental Charter – December 2018
- 264) SOCOTEC – Sustainable Development Charter
- 265) SOLAY – Management / European Works Council Charter for Sustainable Development and Corporate Social Responsibility

- 266) STAO PL – Agreement on the Triggering of Mileage Allowances for Bicycle and Power-assisted Bicycle Travel – October 6, 2017
- 267) SUEZ – Ethics Charter
- 268) TIME TOURS – Environmental Charter
- 269) TOTAL – Safety, Health, Environment and Quality Charter – December 2014
- 270) TRADALLIANCE – Environmental Charter
- 271) ROAD GOODS TRANSPORT – Charter of voluntary commitments to reduce CO2 emissions – December 2012
- 272) UMIH (Union des métiers et des industries de l’hôtellerie) – Guide des bonnes pratiques d’hôteliers – Vaincre le gaspillage – Améliorer son impact environnemental et la performance de son entreprise – Juin 2018
- 273) UMIH (Union des métiers et des industries de l’hôtellerie) – Guide des bonnes pratiques de chefs – Vaincre le gaspillage – Améliorer la performance de son restaurant – Juin 2018
- 274) UNED (National Union of Waste Operators) – Charter of Good Environmental Practices
- 275) VALEO – Code of Ethics – September 2018
- 276) VEOLIA ENVIRONNEMENT – Ethics, conviction and responsibility
- 277) 2J ASSOCIATES – Social and Environmental Responsibility Charter

6. Government collective agreements

- 278) 28 January 2008 – Convention on the commitments made by the air transport sector in the framework of the Grenelle Environment Forum
- 279) February 26, 2009 – Agreement on the implementation of the zero-interest eco-loan for the thermal renovation of dwellings
- 280) March 25, 2009 – Agreement on progress in the pharmaceutical sector within the framework of the Grenelle Environment Round Table for the period 2009-2011
- 281) March 25, 2009 – Voluntary commitment agreement for the design, construction and maintenance of road infrastructure, roads and urban public space
- 282) 4 May 2009 – National framework agreement for the development of employment and skills in the construction sector (2009-2011) – State and representative professional organisations of the sector
- 283) 22 October 2009 – Voluntary commitment agreement for engineering players

- 284) 27 October 2009 – Agreement on mutual commitments in the framework of the Grenelle Environment Round Table with hospital federations
- 285) June 23, 2010 – Agreement on commitments for the development of sustainable hydropower in line with the restoration of aquatic environments following the Grenelle de l’Environnement (Grenelle Environment Forum)
- 286) July 6, 2017 – Commitment agreement for the acceleration of the construction of *Bâtiment Basse Consommation* (low-energy buildings)
- 287) 6 February 2012 – Convention on the voluntary commitment of professional actors and institutional partners in the collection and recycling of office paper
- 288) January 3, 2013 – Framework agreement between the Union des Industries Chimiques (UIC) and the Agence de l’environnement et de la maîtrise de l’énergie (ADEME)
- 289) February 26, 2013 – Collective agreement of the Bleu-Blanc-Cœur association recognized by the State for the improvement of the nutritional and environmental quality of foodstuffs
- 290) 27 November 2013 – ADEME / ARS BASSE-NORMANDIE Framework Partnership Agreement
- 291) 2013-2014 – Collective agreement bakery-pâtisserie – Confédération nationale de la boulangerie et boulangerie-pâtisserie française (CNBF)
- 292) 14 February 2014 – HERTA collective agreement recognised by the State within the framework of the National Food Programme
- 293) October 9, 2014 – Collective agreement of the National Union of Soft Drinks recognized by the State within the framework of the National Food Programme
- 294) March 2015 – Sustainable Development Framework Plan 2015-2018 – Social Security
- 295) 4 May 2015 – Collective agreement of the charcuterie sector recognized by the State within the framework of the National Food Programme
- 296) July 6, 2016 – Collective agreement of the company DAVIGEL recognized by the State within the framework of the National Food Program
- 297) April 9, 2019 – National framework agreement to commit to employment and skills development for the electricity sector
- 298) Framework Agreement STATE / ADEME / URBAN COMMUNITY OF BORDEAUX
- 299) SYNTEC – Green Booklet, Volume 1: Dematerialization, a lever for sustainable development

- 300) SYNTEC – Green Paper, Volume 2: Telework for Sustainable Development
- 301) SYNTEC – Green Booklet, Volume 3: Greenhouse Gas Management
- 302) SYNTEC – Green Booklet, Volume 4: It for green: Business Process Optimization SYNTEC – Green Booklet: Datacenters and Sustainable Development
- 303) SYNTEC – Green Booklet: Eco-design of digital software and services
- 304) SYNTEC – Green Paper: vision and recommendations on green it and sustainable development

agreement
A Green Mentality for Collective Bargaining