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**Building and Wood Workers' International - BWI**  
**Bau- und Holzarbeiter Internationale - BHI**  
**Byggnads- och Träarbetar-Internationalen - BTI**  
**Internationale des travailleurs du bâtiment et du bois - IBB**  
**Internacional de Trabajadores de la Construcción y la Madera - ICM**

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## **New BWI Model Framework agreement**

*Approved by BWI World Council on 16 November 2007*

*Building and Wood Workers International, BWI  
Model International Framework Agreement (IFA)*

To be signed between (company name) and the Building and Wood Workers International (BWI) to promote and protect worker's rights

A paragraph(s) should be inserted at the beginning of the agreement giving a short description of the company and its operations. ( "The company recognises that corruption, bribery and unfair anti-competitive actions distort markets and hamper economic, social and democratic development." Should be part of the policy statement)

The BWI is the Global Union Federation grouping free and democratic unions with members in the Building, Building Materials, Wood, Forestry and Allied sectors. The BWI groups together around 350 trade unions representing around 12 million members in 135 countries. The BWI's mission is to promote the development of trade unions in the building and wood industries throughout the world and to promote and enforce workers' rights.

The agreement is based on the signatories' joint commitment to respect basic human and trade union rights, acknowledging the fundamental principals of human rights as defined in the Universal Declaration of Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work as well as relevant ILO Conventions and jurisprudence and the OECD guidelines on Multinational Companies. The parties also commit themselves to achieving continuous improvements within the areas of working conditions, health and safety standards at the workplace and positive democratic industrial relations and fair collective bargaining procedures with representative trade unions.

This agreement relates to all (company name) operations. The (company name) will secure compliance with the principles set out in this agreement also with its subsidiaries, contractors, subcontractors, suppliers and joint ventures. This agreement shall not in any way reduce or undermine existing labour relations practices or agreements relating to union rights or facilities already established by any BWI affiliate or group of affiliates or any other union within (company name).

In this spirit the (company name) and the BWI shall work together to verify the effective application by all (company name) activities and undertakings of the following requirements.

### **1. Freedom of association and the right to collective bargaining are respected**

All workers shall have the right to form and join trade unions of their own choice. These unions shall have the right to be recognised for the purpose of collective bargaining in conformance with ILO Conventions 87 and 98. Workers' representatives shall not be subjected to any discrimination and shall have access to all necessary workplaces in order to carry out their duties as representatives (ILO Convention 135 and Recommendation 143). The company shall take a positive attitude to trade union activities, including union access to workers in the organising process. The company will follow the most efficient process in the event that BWI affiliate requests union recognition.

## **2. Employment is freely chosen**

There shall be no use of forced or compulsory labour, including bonded labour. Workers shall not be asked to surrender passports, identity papers or valuables (ILO Conventions 29 and 105).

## **3. No discrimination in employment**

All workers shall have equality of opportunity and treatment regardless of their ethnic origin, gender, religion, political opinion, nationality, social origin or other distinguishing characteristics. Workers shall receive equal pay for work of equal value (ILO Conventions 100 and 111). Migrating and posted employees must enjoy at least the same conditions as the national work force.

## **4. Child labour is not used**

Child labour shall not be used. Only workers above the age of 15 years, or over the compulsory school-leaving age if higher, shall be employed (ILO Convention 138). Children under the age of 18 shall not perform work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children (ILO Convention 182).

## **5. Living wages are paid**

Workers shall be paid wages and benefits for a standard working week that will enable them and their families to enjoy a reasonable standard of living, and which are more favourable than the minimum conditions established by national legislation or agreements. All workers must be provided with clear verbal and written information about wage conditions, as well as specific information regarding every payment period (ILO Conventions 131 Minimum Wage Fixing, 1970, C.95 Protection of wages, 1949, C. 94 Labour Clauses (Public Contracts), 1949). Deductions shall not be made from wages unless otherwise stated in national law or collective agreements. Information regarding pay and deductions should be provided to workers each time wages are paid, and these should not be changed other than by written consent of the individual worker or by collective agreement.

## **6. Hours of work are not excessive**

Hours of work shall comply with appropriate national legislation, national agreements and industry standards but in no circumstances should be unreasonable. Overtime shall not be excessive, shall not be demanded on a regular basis and shall always be remunerated at a premium rate. All workers shall be given a minimum of a one day weekly rest period.

## **7. Health and Safety of Workers**

A safe and healthy working environment shall be provided. Best occupational health and safety practice to prevent injuries and ill health shall be promoted and shall be in compliance with ILO Convention 155 Occupational Safety and Health Convention, 1981 and ILO Convention 167 on Safety and Health in Construction, 1988 and the ILO Guidelines for Occupational Health Management Systems.

All workers shall also be given Personal Protective Equipment, at no cost to themselves, and training on occupational hazards and their prevention. Workplace Health and Safety Committees shall be established and workers shall have the right to elect Health and Safety Representatives. Trade Unions shall be encouraged to appoint and train Health and Safety Representatives.

Suppliers, contractors and sub-contractors shall be required to provide a site-specific health and safety plan and to appoint a competent person to manage health and safety and to take part in safety meetings.

## **8. Welfare of workers**

At every work site the company shall provide an adequate supply of wholesome drinking water; sanitary and washing facilities; facilities for changing and for storage and drying of clothing; accommodation for taking meals and for shelter.

When workers are offered living accommodation, this shall be planned, built and maintained to provide reasonable housing conditions. The company shall provide health education and an HIV/AIDS awareness raising and prevention programme in accordance with the ILO Code of Practice on HIV/AIDS and the World of Work.

## **9. Skills training**

All workers shall have the opportunity to participate in education and training programmes including training to improve workers skills to use new technology and equipment.

## **10. The employment relationship and direct employment**

The company shall respect obligations to all workers under labour and social security laws and regulations arising from the regular employment relationship (Social Security Minimum Standards Convention C102).

The company and all sub-contractors shall directly employ all labour, and shall pay social security and pension contributions for their workers. Companies must ensure that workers are not classified as self-employed when working under conditions of direct employment (bogus self-employment). All workers shall receive a written contract of employment.

## **IMPLEMENTATION**

The (company name) will ensure that appropriate translations of the agreement are available at all workplaces and should include suppliers and subcontractors. The agreement will also be made public on the Company's website and Intranet.

a) Both parties recognize that effective local monitoring of this agreement must involve the local management, the workers and their representatives, health and safety representatives and local trade unions.

b) To enable local and national union representatives of BWI affiliated unions to play a role in the monitoring process, they will be given adequate time for training and involvement in the monitoring process. The company will ensure that they are provided with information, access to workers, and rights of inspection necessary to effectively monitor compliance with this agreement.

c) A reference group shall be set up, composed of representatives of (company name), and of the concerned BWI affiliated union(s) in the home country of the company and a BWI coordinator. It will meet at least once a year, or when necessary, to evaluate reports on compliance and to review the implementation of the agreement.

(company name) shall make the necessary resources available for the implementation of the agreement.

Trade union representation should be secured in internal or external monitoring. Monitoring or audit reports should be made available to the signing organisations.

The annual review of the present agreement shall be incorporated into (company name) annual reporting with the consent of the signatories.

## **CONFLICT RESOLUTION**

In the event of a complaint or an infraction of the agreement the following procedure will normally apply:

a) Firstly, the complaint should be raised with the local site management.

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

c) Any infractions which could not be resolved through discussion at the workplace or national level will be addressed by the BWI coordinator in close cooperation with the BWI affiliates in the home country and will be reported to the responsible manager, who will ensure that corrective measures are implemented in a timely manner.

d) If the issue is not resolved, the reference group will deal with the matter and propose appropriate action.

e) If corrective measures are not taken in a way that is satisfactory to the BWI affiliate raising the complaint, and the BWI-affiliate and the BWI coordinator participating in the reference group, the dispute shall be resolved through binding arbitration. The arbitrator will be jointly selected by all of the members of the reference group. All expenses for the arbitration will be the responsibility of the Company.

f) If a dispute is not resolved and breaches continue, withdrawal from the IFA should be a final resort.

Signatories agree that any difference arising from the interpretation or implementation of this agreement will be examined jointly, for the purpose of clarification

## **DURATION**

This agreement is effective from today's date, with a mutual three month notice of termination.

Date and venue

(Signature Building and Wood Workers International, BWI)

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(Signature company name)

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## **Explanatory notes:**

□ The International Labour Organisation (ILO) was established in 1919, in recognition of the need to protect the fundamental rights of all workers. There are 174 member states of the ILO. All member States of the ILO have an obligation to observe the principle of freedom of association simply by virtue of their membership and formal acceptance of the ILO Constitution. The adoption of the ILO Declaration on Fundamental Principles and Rights at Work and its follow-up 1998, has recently strengthened this obligation.

□ In the para on "Child labour shall not be used. Only workers above the age of 15 years". This might be reduced to 14 years in the case of developing countries, see C.138.

□ The relevant ILO Conventions on wages are C. 131 Minimum Wage Fixing 1970, C.95 Protection of wages 1949, C. 94 Labour Clauses (Public Contracts) 1949.

□ In the context of working hours each State should promote the adoption of the principle of the progressive reduction of normal hours of work as laid down in ILO Conventions Hours of Work (Industry) Convention, 1919, (No.1), Forty Hours Week Convention, 1935 (No. 47) and Reduction of Hours of Work Recommendation, 1962 (No. 116). This means that normal hours of work shall be progressively reduced without any reduction of wages of the workers.

□ Overtime compensation could be financial or in the form of time off.

□ For the Building, Construction, Wood, Forestry and Allied industries the following ILO standards are especially important: C.155 Safety and Health at Work, C.161 Occupational Health Services, C.162 Asbestos 1986; C.167 Safety and Health in Construction 1988; ILO Code of practice for health and safety in forest work; ILO Code of practice on safety in the use of synthetic vitreous fibre insulation wools (glass wool, rock wool, slag wool).