



**PROCUFAIR COUNTRY REPORT**

# **FRANCE**

**Promoting Decent Work Through Public  
Procurement in Cleaning & Private Security  
Services**

**Co-financed by the European Commission**



**Authors :**

**Francois-Xavier Devetter**, IRES - Université de Lille - Clersé

**Julie Valentin**, Université de Paris-Sorbonne I

*For citation purposes, the publication should be referenced as:*

Devetter, F.-X., Valentin, J. (2023): Promoting Decent Work Through Public Procurement in Cleaning and Private Security Services - The Case of the France (PROCURFAIR country report). Report for the European Commission. Université de Lille / Université Paris Sorbonne I. Available at: <https://www.uni-europa.org/procurfair/>

# Table of contents

<b>Introduction</b> .....	<b>1</b>
<b>PART ONE: Protective gaps and challenges in the cleaning and security services industry</b> .....	<b>3</b>
1.1 An overview of the economic structure of these sectors.....	3
1.2 Industrial relations in the two industries .....	8
1.3 Most important protective gaps and recent efforts to address them.....	13
<b>PART TWO: Relevant policy developments for BDW in France</b> .....	<b>22</b>
2.1. The main regulatory framework for BDW in France .....	22
2.2 Why are discourses on responsible public purchasing having a low impact? .....	24
2.3. Potential role of BDW policies and practices: proposals made from interviews and case studies .....	29
<b>PART THREE: Case studies</b> .....	<b>32</b>
3.1 <i>CASE STUDY FR-1</i> : Rennes city and metropolis .....	33
3.2 <i>CASE STUDY FR-2</i> : MUCEM Case study in Marseille.....	41
3.3 <i>CASE STUDY FR-3</i> : CEA – Commissariat à l’Energie Atomique .....	50
3.4. <i>CASE STUDY FR-4</i> : The Strasbourg metropolis: an attempt to regulate work pace. ....	58
<b>References</b> .....	<b>65</b>
<b>List of Interviews</b> .....	<b>67</b>

Note : The english version of this report was established with the help of a translator, through an improvement of the original English (general style, precise and adequate vocabulary, syntax), as well as translation of several paragraphs by **Clément Caparros** (Independent translator- Masters degree in Literary Translation, Université Paris-Cité- [clement.cpr17@gmail.com](mailto:clement.cpr17@gmail.com)).

The project has benefit from research assistance of **Mae Geymond** and **Alienor Trouvillé-Ferrari**

# Introduction

## PROCURFAIR Project – Research questions and design

This report is the French contribution to the EU funded research project entitled “Promoting decent work through public procurement in cleaning and private security services” (Procurfair).<sup>1</sup> The project aims to explore how public authorities and social partners have engaged in novel practices to ‘buying decent work’, i.e. to ensure decent working conditions within public procured services across distinct industrial relations and welfare regimes such as Denmark, UK, France, Germany, Italy, and Poland. Through in-depth case studies in each of the six countries, the project examines innovative or experimental solutions of public procurement practices to secure and promote decent work in cleaning and private security services – within the new regulatory context set by the EU Procurement Directives, and despite adverse economic conditions following the COVID-19 pandemic.

To guide the case studies and the national data collection the following topics were addressed in all country reports:

- (1) **Protective gaps and goals:** What are the most important protective gaps for employees under public contracts that are not sufficiently addressed by established forms of work regulation and that would therefore benefit from ‘organisational and institutional experimentation’ in public procurement practices? Which of these gaps do public purchasers and social actors target with their strategic experimentation on social responsible public procurement?
- (2) **Strategies:** Which tools and resources do actors mobilise for this purpose; to what extent do they seek to build alliances (between peer organisations; between representatives of employers, employees, customers, public purchasers and other types of organisations involved in social responsible public procurement (e.g. control agencies, inspectorates)?
- (3) **Learning processes:** What kind of conflicts and obstacles arise in the process and how do actors cope with them?
- (4) **Institutional constraints and support:** What role do regulative and budgetary constraints play? To what extent and how has the new EU procurement regime stimulated new experiments? To what extent does subnational, national and European legislation and jurisdiction inhibit a stabilization of experiments or force actors to adjust their strategies?

---

<sup>1</sup> The project was funded by the European Commission – DG for Employment and Social Affairs (Call ‘Improving expertise in the field of industrial relations’, Grant VS/2021/0211) and managed by Mark Bergfeld at UNI Europa’s Property Services office which covers the services sectors of industrial cleaning and private security. The scientific coordination of the project was assumed by Karen Jaehrling at the University of Duisburg-Essen’s Institute for Works, Skills and Training (IAQ), Germany.

For a more detailed account of the research design and methodology, key concepts and findings from the cross-national analysis see the comparative report (Jaehrling 2023).

The comparative report, as well as all 6 country reports of the PROCURFAIR project are available at:

<https://www.uni-europa.org/procurfair/>

(5) **Overall lessons:** What are the lessons for trade unions, employers, local authorities and governments in how to more effectively use public procurement for securing decent work?

To address these research questions, this report draws on a total of 35 interviews with trade unions, employers associations, industry experts, policy-makers, municipalities and procurement managers but the prospect of a national workshop with key stakeholders was not completed. The data material has been triangulated with desk research of relevant policy documents, collective agreements, statutory labour and public procurement laws as well as expert reports.

## Structure of the report

The report is divided into three parts:

- **Part 1 aims to identify the most important protective gaps for workers** within the two industries under study, with a view to assert where ‘buying decent work’ (in the following: BDW) practices could make a difference and compensate for gaps in protection that are left by labour law, collective bargaining and other efforts to secure decent work.
- **Part 2 gives an overview on the recent legislative and administrative infrastructure for BDW practices:** How does it support or, on the contrary inhibit measures targeting decent work in public contracts? This includes an analysis of the most important changes in the legislative framework that were implemented after the revision of the European Procurement Directives in 2014. It also looks at the development of soft law and other efforts to professionalise public procurement, with a view to foster the uptake of socially responsible public procurement, and deals with the wider political and societal debates with regard to the most important current challenges and conflicts around the issue of BDW and public procurement and outsourced public services more in general.

While the first two sections thus deal with the general framework in which the ‘experimentation’ of public authorities with BDW practices takes place, **Part 3 is devoted to the experimentation itself, based on the case studies.**

# PART ONE: Protective gaps and challenges in the cleaning and security services industry

After describing the economic structure and composition of the workforce in both sectors (1,1), we will present the main characteristics of industrial relations underpinning them (1,2). This contextual information allows us to pinpoint the main difficulties faced by workers and the ways in which these difficulties are addressed (1.3).

## 1.1 An overview of the economic structure of these sectors

The sectors of Security and Cleaning are both marked by a dynamic of outsourcing that arose during the 30 years post-war boom (1.1.1). The activity is shared between numerous small businesses and a few larger companies (1.1.2). Public procurement represents a significant part of the market for both sectors (1.1.3). We can notice a slight difference in terms of rate of return, but the composition of the workforce is rather similarly made up of workers usually perceived as low-skilled (1.1.4).

**Box 1. Branch, industry, occupations? How to define the scope?**

The fields of Security and cleaning can be seen from several angles. They are business sectors (under the definition of NACE), professional fields defined by a specific collective agreement and productive activities performed by specific occupations.

	Occupations classification	Sectoral collective agreement	Major occupation
Cleaning	81.21Z - Nettoyage courant des bâtiments	Convention collective nationale des entreprises de propreté et services associés (n°3043)	684A Cleaners
	81.22Z Autres activités de nettoyage des bâtiments et nettoyage industriel		
	8129B- Autres activités de nettoyage n.c.a.		
Security	80.10Z-Activités de sécurité privée	Convention collective Sécurité (n°1351)	534A Security guards

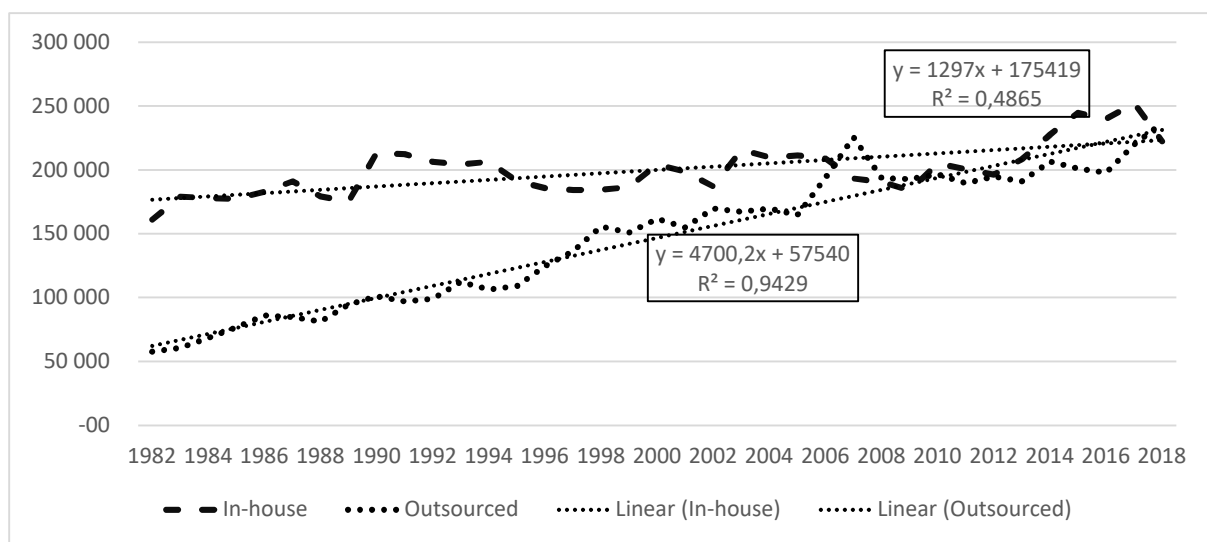
### 1.1.1 Share of outsourced employment in the two sectors

**In the early 80s, both the security and cleaning industries structured themselves as specific service provision sectors. Both sectors have since experienced strong growth.** This can be seen both in terms of sales and in the number of employees, and can largely be attributed

to a structural trend towards outsourcing. The cleaning industry emerged in the 70s and took shape in the early 80s (with the first national collective agreement signed in 1981). The number of employees grew at a fairly rapid pace until the end of the 2000s, rising from just over 50,000 to almost 250,000 according to employment survey data. The workforce continues to grow thereafter, but at a slower pace, reaching around 300,000 jobs in 2019. Counting the workforce is, however, complex due to the very high prevalence of part-time and multi-employment situations (see appendix n°1). For the cleaning sector, for example, this count can range from less than 300,000 employees according to the 2019 employment survey to more than 850,000 jobs according to the Nominative Social Declaration (DSN) which is an exhaustive administrative source. Employers, for their part, report a number of jobs ranging from 400,000 to 590,000.

For both sectors, in the remainder of this report (unless otherwise stated), the statistics used are taken from the employment survey (LFS) and concern people whose main activity takes place in the sectors concerned at the time they are questioned.

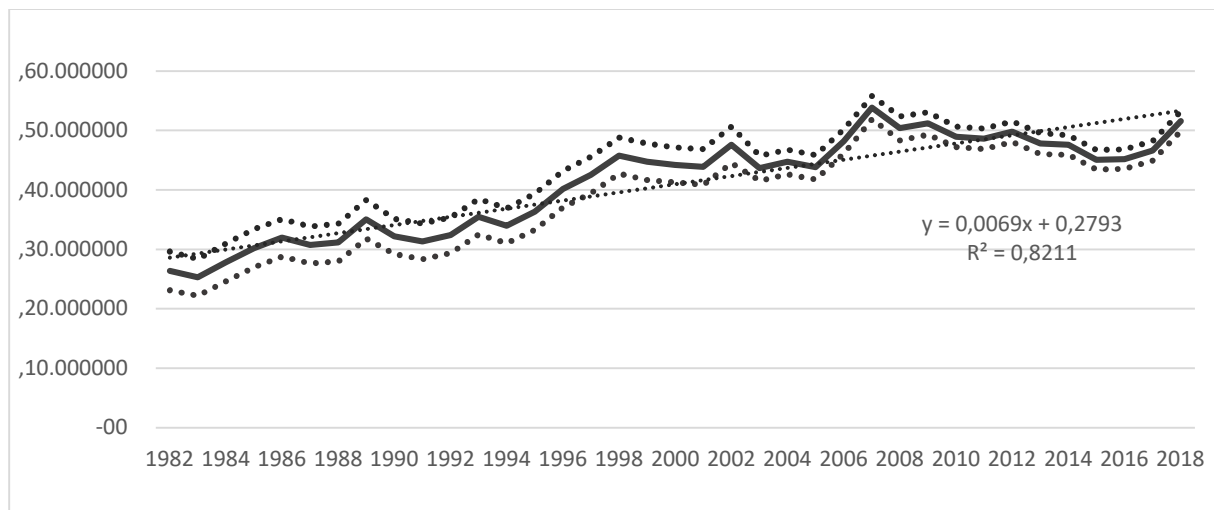
**Figure 1. In-house and outsourced cleaners in private employment<sup>2</sup>**



Source: LFS, Insee.

<sup>2</sup> In the data available, we can distinguish between outsourced cleaners, employed by the cleaning industry and in-house cleaners who are employed by other sectors, while all have the same occupation. In the public sector, in house cleaners are identified by their occupation, which differs from that of private-sector cleaners. But it is not possible to distinguish cleaners employed by the cleaning industry working for the public sector from the others outsourced cleaners

Figure 2. Percentage of outsourced cleaners (in private employment)



Source: LFS, Insee

Private security, for its part, has had a more complex start, but has seen sustained and steady growth in its workforce, from 91,900 agents in 1982 to over 120,000 in 2002 and 160,000 in 2020. Its history suffers from a rather sulphurous reputation; from being, until the 1980s, marked by the importance of protecting factories from trade union activities in service of the bosses (Ocqueteau, 2020; Paulin, 2017). However, the situation changed quite rapidly after this, and the government began to regulate activities more strictly, both at the local level (with the signing of local security cooperation agreements between private and public players in certain areas such as shopping malls and railway stations) and at the national level, with the creation of the Conseil National des Activités Privées de Sécurité (CNAPS- National council for private activity in security) in 2011. This public administrative body that replaces the Prefectures in their role to "moralize the private sector as a controlled profession" (Malochet and Ocqueteau, 2020). The CNAPS' missions cover both control of and assistance to companies. In particular, the CNAPS is responsible for granting approvals and authorizations to employees and company directors. In fact, the private security sector is significantly more regulated than the cleaning sector. The vision of a "continuum" between private and public security (the prerogative of the police and gendarmerie) is thus increasingly put forward, and is reflected in the greater delegation of powers to private operators (including partial authorization to carry weapons).

**The structure of the sector and the reinforcement of its control by public authorities do not directly concern the issues of working conditions or job quality. However, they do involve a gradual tightening of requirements to access the profession.** For example, in addition to being of legal age and having a clean criminal record, a 175-hour training course is required to obtain a professional card. These requirements do not seem to have slowed the growth of the sector. However, in anticipation of recruitment needs arising from the Olympic Games, an easier access to a professional card was introduced (only 100 hours of training required).

### 1.1.2 Firm structure in the two industries

Both sectors are rather close in terms of market structure: a very large number of small (or very small) businesses coexist with a few large companies that make up most of the revenue. This is especially the



case in security: medium-sized and large companies make up for more than 54% of turnover in this sector, while this figure is 40% for cleaning<sup>3</sup>.

**More companies are choosing to present themselves as "multi-service", and offer security, cleaning, reception and institutional catering services<sup>4</sup>.** Our interviews revealed, however, that the links between security and cleaning agencies within the same group were limited, if not non-existent: the two networks remain legally separate, they do not respond to calls for bids jointly, and staff are not at all considered potentially multi-skilled (administrative rules, notably linked to the requirement for a professional card in security, being invoked here). The statistical framework established with European data offers a picture that is fairly close to what emerges from the French statistics, given the counting difficulties mentioned above.

**Tab. 1-1 Key figures on companies and employees (2010-2020)**

NACE_R2 (Labels)	Private security activities (NACE 80.1)			Cleaning activities (NACE 81.2)		
	2010	2020	2010-2020	2010	2020	2010-2020
<b>Enterprises – number</b>	6.583	5.594	-15%	26.355	64.980 <sup>5</sup>	+147%
<b>Turnover or gross premiums written - million euro</b>	6.150,6	6.679,6	+9%	11.811,9	17.011,8	+44%
<b>Wages and Salaries - million euro</b>	3.184,3	3.603,4	+13%	5.876,2	8.668,6	+48%
<b>Employees – number</b>	149.020	159.439	+7%	390.815	580.547	+49%
<b>Employees in full time equivalent units – number</b>	116.602	128.335	+10%	269.261	319.142	+19%

Source: Eurostat database / Annual detailed enterprise statistics for services.

In both sectors, profitability is seen as low, competition is high, pressure on prices. In 2019 markups were estimated at 6,9% in private security and 14.4% in the cleaning industry (Gallot, 2021<sup>6</sup>). This

<sup>3</sup> <https://www.insee.fr/fr/statistiques/5758520>

<sup>4</sup> Ottmann, Jean-Yves, Xavier Baron, et Matei Gheorghiu (2020, pp. 79-94). ; Le Disloquer (2021) ; Xerfi propreté (2023, e.g. p. 41, p.99) who discuss the growth of multi-service groups in particular. In the security sector, on the other hand, the leaders are not multi-service groups..

<sup>5</sup> Including individual companies or “micro-entrepreneur” that do not employ people. The number of employing companies is 15 954 (Insee, DADS 2020).

<sup>6</sup> <https://www.insee.fr/fr/statistiques/5758520> ; Margin rate is the ratio of EBITDA to value added. See also: <https://www.banque-france.fr/system/files/2023-02/fascicule-sectoriel-securite-80-2021.pdf> and <https://www.banque-france.fr/system/files/2023-02/fascicule-sectoriel-amenagement-paysage-81-2021.pdf> .

On average, the profitability of the waste management sector appears to be significantly higher than that of the

difference is also very close to the one stated by a former manager of a security agency belonging to a group specialized in cleaning (Security Manager, Mucem, May 2022).

### 1.1.3 The weight of public procurement

**The weight of public procurement in the sector is almost similar in the two sectors and represents about 30% of the turnover** (according to employers in both sectors). The vast majority of contracts last 3 years and service providers are very frequently renewed. The constant competition between companies is a cause for very low prices, which were pointed out by most of our interlocutors as a specificity of public procurement.

For example, a trade union representative from the cleaning sector said:

*“In the cleaning sector, we wondered whether it would be better if the contract would specify a number of employees or hours needed. What can impact the price is the wage bill and in fact when they accept a public contract, the public purchaser gives a price to the cleaning company which then puts the resources next to it. And so what happens every time there is a contract award, is that the service will be revised downwards, so the number of people will be reduced and there will be fewer employees to provide the service. This raises the question of arduousness. They are going to lower the quality sometimes but above all they are going to intensify the work! Considering the musculoskeletal disorders that are very common in the cleaning sector, we are not only reducing the quality...”[National Union organisation\_1, Worker’s representative, cleaning, April 2022]*

### 1.1.4 Employment structure in the two industries

Both sectors appear to be “labour intensive industries” where the payroll represents more than 50% of global turnover. Some elements are common to both employee populations, such as low qualification and supervision ratio, and a high presence of workers of foreign origins.

**Tab. 1-2 Socio-demographic characteristics of cleaners and security guards**

	Cleaners in cleaning industry	Security guards	Other employees
<b>Number of agents</b>	222 000	89 500 <sup>7</sup>	23 450 000
<b>Share of women</b>	68%	8,5%	50%
<b>Average age</b>	46	42,5	41,3
<b>Share of migrants</b>	40%	33%	9,5%

business services sector as a whole, with net operating margin rates of over 5% and a net return on equity of between 13% and 19% between 2016 and 2022 (according to Xerfi analyses).

<sup>7</sup>The discrepancy between the number of employees supplied by the branches on the basis of administrative data (DSN) and the number of employees counted in the employment survey is partly explained by the highly segmented structure of the workforce. Alongside a core segment of 90,000 employees whose main occupation is that of full-time security guard, a peripheral segment is made up of fixed-term contracts, very low hour-count part-time work and multiple jobs. See appendix 2 for a more detailed analysis of security guard counts.

Part-time %	64%	9,5%	18%
Share of workers without degrees %	46%	21%	10,5%
Permanent contracts %	87%	87%	

Cleaners are defined by occupation (684A) and sector (NAF=81), security guards by occupation (534a) and sector (NAF=80). Source: employment survey, 2019

Similarly, the two sectors are concentrated in terms of occupations: **more than 8.5 out of 10 employees belong to the same occupation (civilian security guard or cleaning agent), while support functions occupy less than one in 10 employees, and management represents just over 5% of the workforce.**

Tab. 1-3 Repartition of workers' occupation and socio-professional category

	Cleaning industry	Security Services	Wage workers overall
Security guards / Cleaning agents	84,4%	84.3%	52,9%
Other workers (employees, industrial workers)	9,6%	10.7%	
Intermediate occupations	4,8%	2.2%	27,2%
CEOs and executives	1,2%	2.8%	19,9%

Source: Employment survey, 2019.

By contrast, the gender breakdown of the occupations is opposite: the proportion of women exceeds two-thirds in Cleaning, whereas it is only 8.5% in Security, even if we can notice an upwards trend. Similarly, the proportion of part-time workers is radically different: while it is a norm in the cleaning sector (64,5%), it remains rather rare in security (9,5%). The frequency of multiple jobs is also dissimilar, while relatively rare in security, it is well established in cleaning and impacts almost 50% of the workforce.

## 1.2 Industrial relations in the two industries

After reminding the structuring role of some public devices (SMIC, national minimum wage) and extension of collective agreements (1.2.1), we will briefly describe how the sectors of security and cleaning were structured (1.2.2) before tackling the main subjects of social dialogue (1.2.3).

### 1.2.1 Reminder on French regulation on bargaining

The intention of this section is not to present the structure and the functioning of the French industrial relations system but to examine how collective bargaining mechanisms operate to protect employees

from wage dumping and undercutting of other working conditions. Indeed, the characteristics of this system largely explain the limited impact of labour clauses in public procurement.

The most peculiar features of industrial relations in France is a strong tradition of state intervention to offset a long-standing mutual distrust between employers and unions. Regarding collective bargaining, support from the state was achieved by three means:

- Legislation is still the main source of terms and conditions of employment with a detailed and broad-scoped labour code which grants rights and benefits to workers.
- The general use of administrative extension of sectoral collective agreements which explains the paradox that **despite one of the lowest rates of union density, the French bargaining coverage is one of the highest among OECD countries (96% in the private sector)**. As a consequence, although collective bargaining can happen at 3 levels (multi-sectoral national level, sectoral and finally company levels in descending order of normative priority) from the beginning of the 2000's and even more in 2016, the sectoral level has been the main pillar of the French system.
- Last but not least, the statutory minimum wage (SMIC) represents a gravitational pull for wage bargaining and set the pace for sectoral annual wage increases.

The last two elements particularly influence the less relevant place taken by labour clauses in public procurement: **a high level of statutory multi-sectoral minimum wage and a generalised extension of sectoral collective agreement**. The interaction between them protects employees from social dumping, but their protective force has been weakened since the latest reforms of industrial relations. (Vincent, 2022).

The question of the coverage percentage of collective agreements is different in France than in other countries, because of the existence of branch collective agreements and its mechanism of extension to all companies of the branch, whether they belong to the employers' association signing the agreement or not.

## 1.2.2 The structure of branches and the role of employers' organisations and trade unions

**Both branches were structured in the beginning of the 1980es with the signing of nationwide collective agreements.**

The current collective agreement for security was signed in 1985. Its perimeter includes airport security, but this segment enjoys specific benefits. A single employers' organisation, GES, resulting from the merger of SNES and USP in 2019, faces seven trade unions: CFDT, CGT, CFE-CGC, FO, UNSA, CFTC and Solidaires.

The first collective bargaining agreement for the cleaning industry was signed in 1981 and amended in 1994 and 2011. Its scope excludes rail handling, home cleaning, insect disinfection and chimney

sweeping<sup>8</sup>. The FEP is the main representative employers' organisation (companies' audience 91.11%). A second organisation (SNPRO, audience 8,89%) exists too. These organisations face 4 trade unions: CFDT, CGT, FO, CFTC.

In both sectors, employers' organisations are trying to better their reputation. This is especially clear in security but can also be seen in cleaning. Putting forward their social responsibility and stating a will to limit 'low-cost' predatory strategies are common arguments.

In security, big companies like to tell the story of their activity by evoking Eugène-François Vidocq (notorious for his leading role in the creation of the Paris Safety Brigade in the 19<sup>th</sup> century) before denouncing the scandals of the 1970es (death of trade union organisers following fights with security guards), and going on to defend the following evolutions of the industry<sup>9</sup>.

In cleaning, the notion of social responsibility is also put forward by evoking the capacity of the industry to employ workers traditionally perceived as "remote from work". In both branches, the stated aim of bargaining is to discourage a competition that would only be based on price. Lobbying strategies in favour of extending cleaning during the day or arguing for a better training and support for purchasers (and especially public purchasers) are privileged. This logic leads to transferring to the level of the branch most of the bargaining regarding wages, that social partners try to maintain slightly above the SMIC. However, the idea of price regulation (through reinforcing regulations applying to "unusually low offers") is broadly rejected by employers.

### **What is the union representation of employees and social dialogue in the two sectors?**

Beyond collective agreements, the broader issue of employee representation is complicated in both sectors due to the specific nature of the activity: the dispersal of employees over several sites, but also by inequalities in contracting conditions. Indeed, workers can benefit from very different advantages depending on whether or not they were present at the signing of companywide collective agreements that would warrant, for example, premiums. Thus, **in both sectors, union practices are complex and there is a significant discrepancy between the characteristics (particularly socio-demographic) of union representatives and those prevailing among employees:** to put it schematically, there are very few women and immigrants among elected representatives, be it either at the company level or in the sectors.

At the level of union representatives, significant breaches of labour laws were noted, partly explained by the difficulty for foreign employees to assert their rights, sometimes complicated by an illegal immigration status. The trade union representatives interviewed wondered about the possibility of introducing selection criteria for public procurement related to work accidents, litigation, etc. (union national worker representatives \_2 (Employers' representative, cleaning, April 2022).

---

<sup>8</sup> According to EFCL, the collective agreement scope of application: cleaning activity (classified under code 81.2), home cleaning activity for carpet, rugs, draperies and curtains (APE code 96.01A). 3D (disinfection, desensitization and derating) and chimney sweeping are excluded.

<sup>9</sup> As examples: <https://france.securitas.fr/newsroom/une-breve-histoire-de-la-securite-privee-en-france> ; <https://www.entouteseurite.fr/securite-privee-histoire-role-a-nos-jours/> ; <https://www.bslsecurite.com/histoire-securite-privee-partie-1/>

### 1.2.3 Strong branch regulation despite the strengthening of a decentralized industrial relations model

#### Two branch collective agreement giving poor protections

In each of the two sectors, and despite a regular occurrence of contributions going beyond the provisions of the Labor Code remain poor. For example, **the minimum wages set at the industry level (for the lowest level of the classification grid) are very close to the SMIC** (and sometimes fall below it, as it was the case for January 2023 for cleaning because of the increase of the SMIC, which is indexed to inflation).

They also tend to give little value to seniority<sup>10</sup> (see 1.3.1) and they derogate from the public social order (labour law standard) on a number of points (minimum working hours, compensation for overtime, existence of deductions for social security contributions). These low protections are a result of bargaining at the industrial level.

Finally, **their branch collective agreements include provisions on employee transfers when there is a change of service provider**. These provisions (art. 7 in cleaning and art. 6 in security) are considered very protective by the employers' representatives, and also by employees, but both employers and employees emphasize that takeovers are complicated moments. For employers, the troubles mainly come from informing the employees they come to be in charge of, whereas for employees, the problems deal with the potential loss of holidays and even of benefits obtained on site before the takeover, even though this is not in conformity with the collective agreement. A change of service provider is always a time of uncertainty for all parties probably not so much as it would be without this disposition, not only for employees who would lose their jobs but also for the company, which would recover a workforce without the activity that justified it.

The development of companies with several activities grouped together under the term facility management (security, cleaning, reception, institutional catering) does not seem to lead to more protective rules (in particular because it encourages cascading subcontracting, see Le Disloquer, 2021) : the management methods of these companies are more likely to involve a division of activities allowing employees to be positioned on the least generous collective agreement (interviews with a trade union representative (national union worker representative\_2, April, 2022)

#### Focus on the personnel transfer provision of the cleaning collective agreement

The incoming company must take over all cleaners who meet the following conditions: they must have at least 6 months of seniority, perform 30% of their working hours on the site that is being taken over with the former employer and they must not have been absent for more than 4 months. This provision applies to the site. It is more a transfer of site with its workforce than a transfer of employees since workers who were working for a company on sites A, B and C that lost the contract on site A, will still be employer by the company leaving site A because they still work on site B and C. In other words, a person working for a cleaning company on different sites will be transferred to the new company only

---

<sup>10</sup> Since 2011, the collective bargaining agreement has sought to enhance the value of seniority (annual bonus, absence compensation due to illness or accident, leave for personal events, etc.). However, these benefits remain modest in comparison with many other branches, and are often rendered invisible by the high turnover that characterizes the sector.

for this site and this process increases multi-job workers. However, if keeping all employees who fulfil the criteria is mandatory, it can last a short time if the new contract involves less hours of work. As a result, it is not uncommon for redundancies to be made a few months after the takeover to cope with this change in the volume of services.

In the security sector, this provision came into force more recently and the conditions are different: in addition to the obligations linked to the exercise of the field (title and training), only a minimum working time of 50% or 900 hours in the case of vacation is necessary to enter the field of employees to be taken over.

*"we have a conventional agreement which corresponds more or less to Annex 7 in cleaning, that is to say that today, we must take over 100% of the people who has at least 4 years of seniority, and 85% of the staff with less than 4 years of seniority. And everything suggests that tomorrow it will be 100% of all staff. So, when we take over a contract, we don't even have the latitude to say 'well, he's too expensive, he has a lot of seniority, I'm not taking him over. (Employer Security representative)*

The enforcement of articles 6 and 7 of both industrial agreements is however subject to some adjustments by employers, which cause problems. This can be seen in both branches and among both employers and trade unions. Contract transfers can thus divide employees and expose them to various forms of pressure from management.

*Q: What you are saying is that at the time of the transfer, the incoming company discourages the employees from staying on the site?*

*SER: that's it, exactly.*

*Q: they choose whether to go to the new company?*

*SER: Absolutely, the employee does. He can accept the transfer or refuse it. If he refuses the transfer, he stays with his employer, and that creates a problem for his current employer because he no longer has a job to give him and he ends up with what we call in the jargon a "payé-maison (home-paid)", because we don't have a security guard job waiting for him elsewhere. (Employer representative, Security)*

The possibility for employees of refusing to stay on site after a change of service provider was the subject of a debate among legal experts. This right, called "right of option" (droit d'option) was renegotiated in 2018, and workers were not in agreement on this point. The representative for the national cleaning union states:

*"a conventional transfer is not automatical, and the worker could refuse, because he has a right of option, that he is not made aware of. Before 2018, the collective agreement made compulsory to mention the right of option. A worker could refuse a transfer, they had a modality that were taken from them in 2018, and our union did not sign this change of the cleaning collective agreement, but all other unions signed it. We wanted the ways and means of the right of option to be mentioned, and employers replied: "do you realize that if we write it, workers will be aware of it". It is sure that when one does not know their rights they cannot assert them. The knowledge that workers have of their own rights is still a part of our subject here." Cleaning national union representative\_1, April, 2022]*

One of the major advantages of transfers is that they are supposed to preserve the benefits obtained on site, however this is not always the case, as union representatives of cleaners told us, because

workers do not know well their own rights on one specific site and because they are often moved to other sites. Several difficulties were mentioned.

The same is true for unions:

*"Before, collective disputes created rights on the sites, and now, once these people who have obtained bonuses are transferred, they are going to be targeted because they are more expensive and as a result they are the first ones employers are going to try to fire [...] or when workers have obtained advantages on one site, as these advantages are tied to working on the site, the employer is going to use the mobility clause in order to move them to another site to avoid having to pay these premiums. Further, as the perimeter where the mobility clause applies is quite broad, they just have to move a worker to a site far enough from their home for them to leave by themselves." (Union Representative\_1, Cleaning, April 2022.)*

Three points appear to be particularly sensitive: the exact conditions to enter the category of employees who can be taken over for taking over (seniority, working time on the site, hierarchical level), the existence of a right of option, and finally the existence of concrete practices allowing or not the circumvention of this collective agreement provision.

### 1.3 Most important protective gaps and recent efforts to address them

The various actors we met all agree that general job quality is poor. The central point remains, in both sectors, linked to low wages (1.3.1) but important issues are also working times (1.3.2), working conditions (1.3.3), as well as job stability and access to social security (1.3.4), and enforcement (1.3.5)

#### 1.3.1 Pay: Wage level, % of low-wage workers, wage developments over the past 5 years

The wage level can first be understood by the distance of the entry-level minimum wage from the SMIC. This method requires to think in terms of hourly wages (see Figure 2). In both the cleaning and security sectors, the minimum wage agreements are close to the SMIC.

Figure 2: Collective agreement minimum wages and national minimum wages in 2017 and 2022



Source: Collective agreement (January of each year)

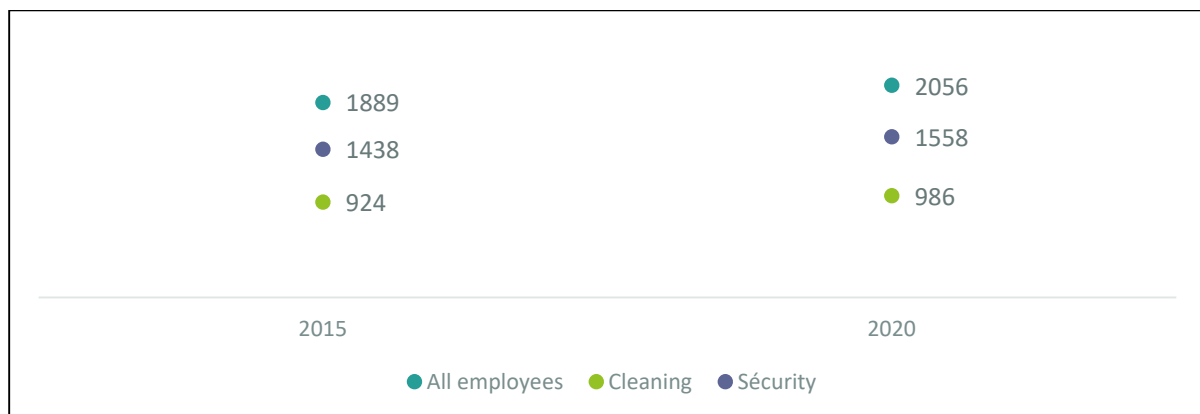
However, in both 2017 and 2022, the entry level in the classification offers a lower hourly wage level than the national minimum wage in the security sector (-1.9% in 2022). This means that the level of



the minimum wage plays a dominant role in the sector. In the cleaning sector the industrial minimum wage is, in most cases, slightly higher (2.5% in 2022). However, it had fallen below this level by January 2023. Thus, in dynamic terms, the national minimum wage has increased more than the two industry minimum wages (8.3% versus 7.2 for cleaning and 7.7 for security).

Wages can then be assessed on the basis of the average monthly wage. The observation of low pay is then strongly accentuated (see Figure 3) insofar as the average for employees in both sectors appears very significantly below that of all employees. These differences are 52% for employees in the cleaning sector and 24% for those in the security sector, both of which remained stable between 2015 and 2020.

**Figure 3: Monthly net average wage differences between cleaners, security guards and other employees and change between 2015 and 2020**



Source: Employment Survey, Insee.

Low-wages result from different and interdependent points: cost competition and absence of skill recognition.

**For the actors of the two industries (and mainly for the employers), low wages are primarily the result of the prices charged by the purchasers, particularly in the public sector. The intensity of cost competition seems to require an intervention at a sectorial level to encourage an increase in rates... without any guarantee that this will induce wage increases.**

A consensus between management and unions on the matter of price

*"The security and cleaning companies go to these markets because they are also shop windows, so they provide services at a loss. But low prices mean that the labour code and collective agreements cannot be applied" (Cleaning national union representative\_1, April, 2022)*

*" If our job has evolved, it is because our clients are demanding, it implies more competence from our supervisors, and this is very interesting it's a plus, I really saw it. The downside is that financially, the purchase is not there, so they ask for more competence, but financially, we can't afford to pay our employees properly. When I say properly, just look at the wage of a security guard today, who works during the day, at night, on weekends. And, above all, the client, when he goes home in the evening, gives the keys to the site to the security guard, it's a huge responsibility. So that's why it's not going to work" (...) "all the companies will have no other choice, because it will be the collective minimum agreement level. I really hope that this will*

*raise some awareness and that it will highlight the fact that it must be done." (National Employers' representative, Security, march, 2022)*

To limit the impact of competition on wages, wage regulations is done at a branch level. New negotiations of the industrial collective agreement are held regularly to ensure that minimum payments remain slightly above the national minimum wage

In security, the wage agreement increases are higher than inflation (in particular for 2019 with a 10% increase) but its implementation remains unclear:

*"We must take up the wage agreement which is from 2019 I believe, which the [union organisation] has not signed, which says that they are going to increase the wage bill by 10%. It is not the same as increasing in the grid by 10%! In the meantime, there has been inflation and increases of the minimum wage, so this 10% is already eaten up. 10% of the wage bill doesn't mean anything, that's why we didn't sign. If it would have been a 10% increase of the salary scale, then we'd have signed! But it's not" (National union representative cleaning\_1, April, 2022)*

All in all, the question of wages seems to be taking up most of the space on the social agenda and the negotiations which, at the end of 2021, were very complicated (2.2% revaluation, below inflation).

The security sector has another mechanism of competition regulation through barriers to entry (certification of companies and employees) and the development of control or conciliation institutions. This double action is done in connection with public policies on safety topics that are more and more developed.

In the Cleaning industry, negotiations led to industry minima that are very slightly above the increase of the national minimum wage. In practice, the 2021 industrial minimum wage increases are well below inflation (1.6% vs. 2.8%), as an effect of the delay between each bargaining session.

The problem of low wages is common to both sectors and the improvement is also linked to the lack of willingness to pay from public procurement as well as the fact that contracts do not include the possibility to increase the bill when collective bargaining brings wages increases.

*"In any case, on these two branches, we are employer organisations and trade union organisations, but there is a guest who is never there, it is the purchaser, the main one and in fact it is a discussion that they should take part in too! Because we can decide whatever we want, if the purchasers don't want to..." (Cleaning national union representative\_1, April, 2022)*

In the same time, an increase in price or profit is not a guarantee of an increase in wages. According to a former branch manager in the security sector, upper management in the headquarters get most of the turnover in a way that the profit made by the branch is insignificant: it is monopolized by the higher stratas of the company and cannot be redistributed between workers employed by the branch.

Low wages are also linked to a lack of recognition of qualifications at play, which is especially adamant in negotiations on the question of categorizations.

And so in security, according to employers, the overhaul of classifications must be linked to a change in the number of initial training hours, which are not well thought out: *"the number of training hours [182 which became recently 175] is too high for a beginner to carry out a basic mission, i.e. press a button to open a gate, carry out access formalities, visually ensure that no one is entering a given perimeter and pick up the phone if someone does enter, to call the police or the gendarmerie. In this case, it is too much". (Security national employers' representative\_1, March, 2022)*

However, the stated aim remains to reassert the value of at least a portion of workers, by differentiating the skills at play: so, in the new considered classification, mobile agents or middle managers would undergo a reassessment of their value. The goal here would be to develop channels allowing the promotion and wage progression during a career in this sector (Employers' representative\_2, National March 2022).

### 1.3.2 Working time

While the two sectors share many features, they are clearly different in terms of working hours. **In security, full-time work is the norm** (the first decile already works 35 hours), **to which overtime is regularly added (more than 25% of employees work 38 hours or more, LFS). This overtime compensates for the low hourly wage rate. However, the very frequent use of annualized working hours means that these hours are very rarely paid at the overtime rate stipulated in the collective agreement (10%) because employers manage to change planning in the end of the year to bring the number of hours down to the level of a full-time job without overtime.** Their working time planning is not fragmented (as for cleaners), but their work locations can be geographically dispersed, with workers having to go from one site to another far apart, leading to significant travel times, which is not always considered working time. In both sectors, no compensation for the time or the expenses needed to go from one site to another are added, even when workers have a large amount of travel time (Boislandon and al. 2023).

*"We pay the workers some travel fees, but in this occupation, most often there is nothing, sometimes a small sum but it does not cover the price of gas, and in this department (administrative subdivision), a worker who has to go from site to site can have to pay from their own pocket." (Employers' representative, Security, March, 2022)*

Conversely, **the cleaning sector has a majority of part-time workers and even part-time employees with a very low hour count: 25% of employees work 15 hours or less<sup>11</sup>.** This should be seen in the light of the minimum working hours agreed upon, which are nevertheless set at 16 hours and already derogate from the 24 hours per week set by Labour Law. Moreover, the majority of part-timers are forced to work part-time: 85% of part-timers say they do so involuntarily, compared with 41% of all employees. Moreover, businesses use individual contracts stipulating the agreement of workers to derogate from this limit and accept contracts with low hour counts. About these questions, just like others, social dialogue is marked by strong union divisions that block most of the possible improvement. An example of this is the negotiations on working time introduced by the 2013 LSE:

*"when it came to negotiating part-time work, it was a strong demand from us and the [union organisation] to do the minimum 24 hours, and on the cleaning, we couldn't get more than 16 hours, which are not even mandatory since in fact it is with the agreement of the employee, and then even in the agreement it was not very binding, which posed a problem for us. It was*

---

<sup>11</sup> According to the FEP comments: this can be seen as a mechanical effect of the personnel transfer (in the event of partial transfer of his employment contract, for the hours he works on the site concerned, the employee finds himself in a multijob situation with a distribution of his working time between his employers, even if its overall working time has not been modified. Organizing constraints linked to customer demands also play a role.

*a real break, because we went to court, it went all the way to the State Council, but we didn't win, nevertheless it didn't help to identify us as a privileged interlocutor, the [other union representative] being a more interesting interlocutor because they sign all the agreements, not regarding whether they are favourable to employees" (National workers' representative, Cleaning, April 2022)*

In fact, in the cleaning sector, negotiations remain largely dependent on employer initiatives, that take up certain subjects that would lead to greater 'value creation' and increase the attractiveness of the sector. Typically, the emphasis is regularly placed on continuous day work, provided that it is organised on a strictly voluntary basis by companies and employees.

The location of these hours during the day is also very specific in both sectors (see table 1.4) and illustrates the organizational constraints, particularly in the security sector.

**Table. 1-4 Unsocial working times**

	Evenings	Night	Saturday	Sunday
All employees	24	8	35,5	24
Cleaning	9	4,5	34,5	11
Security	56	49	61	59

*Reading: 24% of workers work evenings. It is the case for 9% of cleaners and 56% of security guards.*

Faced with the difficulties posed by the specificities of working times in both branches, both the law and social partners have been looking for solutions.

In security, it is mostly a matter of struggling against the fragmentation of labour time.

In consequence, the minimum duration of the shifts (4 hours) was obtained during an agreement of April 2021. Its results remain ambiguous, even in the view of union representatives:

*"the aim was to ensure that there would no longer be such small shifts. We wanted it to be so expensive it would not be profitable. That's what we used to do in the temporary employment sector I come from. To avoid a client asking for an hour of temporary work we relied on flat rates that were so expensive that it was better to hire a worker for the day. However, with the agreement on the minimum shift of 4 hours we have no guarantee that for working two periods of 2 hours, workers will be paid 8 hours, they could very well be paid only 4 hours despite having worked two shifts of less than 4 hours." (National workers' representative, April 2022).*

It is to be noted too that partial gains are sometimes nullified by more negative developments. In security, company agreements attempt to develop the concept of "vigilance time" that would be counted as a lower number of hours to circumvent the 12 hours of work per day limit (Boislandon, Giraudet, Monchatre, 2023).

### **1.3.3 Work pace, strenuousness and accident rate**

The third major difficulty is the one of working conditions. Indeed, the nature of the work of both security guards and cleaners exposes them to several factors of strenuousness.

For the former, beyond long working hours and unusual work schedules, the main difficulties mentioned during interviews are linked to the state of disrepair of the premises in which they sometimes have to work, absence of heating or lack of restrooms being often mentioned.

The importance of psycho-social risks linked to possible tensions when working with the public is also highlighted (Péroumal, 2008). Statistical investigations (such as the working conditions analysis) are insufficient to provide reliable data due to the low headcount.

Factors of strenuousness encountered by cleaning agents are better understood and have been the subject of a large amount of research: heavy loads, painful motions and prolonged standing stance are by far more frequent than in the rest of the population. These physical difficulties come with some psycho-social risks, such as isolation, often a lack of autonomy and tensions with the public. These elements result in a rather high accident rate linked with psycho-social risks : security services have a sick leave rate due to psychosocial risks 2.4 times higher than the average for all employees<sup>12</sup> and a state of health by far worse than the one of average workers.

While in some respects this situation appears to be linked to the nature of the cleaning activity, a comparison with the situation of cleaners outside the sector (i.e. in-house cleaners, particularly in the public sector) highlights the room for improvement. Two points seem to play a particularly important role in working conditions: the pace (or workload for a given time, which can be expressed as a number of m<sup>2</sup> per hour) of work imposed, on the one hand, and on the other the degree of task specialization.

In the cleaning sector, the "pace of work" is the main issue and is the subject of opposing positions taken by union and management representatives. While the former plead for a definition of standard work rates, the latter are firmly opposed to it:

*FX: and from your union's point of view, is there a way to codify in some way or to objectify the rates in question, i.e. a minimum number of people per surface or something like that?*

*Cleaning national representative\_1: well, on the cleaning side, it's a question that arises because it could give a ratio and it would allow employees not to be physically broken, it's a serious issue. What we are told by employers when we talk about this type of thing, is 'yes, but there are so many different surfaces, different contexts... it's not possible, etc.'. But at some point, you have to set yourself some goals! [...] you don't clean offices in the same way as you would clean hospitals, nuclear sites or food processing plants, and in fact you can still determine a minimum.*

Beyond the issue of work pace, several studies point to the exposition of cleaning agents to chemical substances and biological agents (when cleaning restrooms for example) and to the repercussions on their health (Zock 2005; Clausen and *al.* 2020)

**Another issue faced by workers of these two sectors is the low level of professional health monitoring. These factors combine to explain the difficulties employees face in keeping their jobs as they age: dismissals due to unfitness are particularly high (again, especially in the cleaning sector), while the proportion of employees with limitations in performing everyday tasks is particularly high (Devetter, 2019).**

---

<sup>12</sup> [https://assurance-maladie.ameli.fr/sites/default/files/rapport\\_annuel\\_2021\\_de\\_lassurance\\_maladie\\_-\\_risques\\_professionnels\\_novembre\\_2022\\_0.pdf](https://assurance-maladie.ameli.fr/sites/default/files/rapport_annuel_2021_de_lassurance_maladie_-_risques_professionnels_novembre_2022_0.pdf) (p. 191)

### 1.3.4 Employment stability and coverage by social security

On the question of job stability, **the security and cleaning sectors** offer an ambiguous picture. Indeed, they **appear to be relatively protected from precarious contracts**, with rates of permanent employment higher than the average for other low-skilled employees (79% et 84% versus 76%).

Similarly, collective bargaining agreements have developed transfer systems designed to protect employees when there are changes in contractors, and these measures help to partially secure employment. However, they are far from solving the problem of instability.

However, the high prevalence of open-ended contracts conceals a high degree of instability in employment contracts, which can be seen in the low seniority of employees: according to the employment survey, the average seniority of security guards is 57 months, and that of cleaning agents 85 months, compared with 133 months for all employees. In fact, the logic of renewing invitations to tender leads to a high turnover in both sectors: in the security sector, the volume of hiring is very high (turn-over of 29% and 57% of employees with less than 5 years seniority versus 43% for other low-skilled employees). And, yet, the transfer arrangements are struggling to cope with the resulting instability.

**In the cleaning sector, contract renewal combined with part-time work has led to a high proportion of employees holding multiple jobs.** This situation gives rise to numerous difficulties, both in terms of social protection and holiday management, for example. What's more, the interviews revealed that the rules imposed at the time of transfers could be circumvented to avoid certain staff takeovers. The existence of extensive mobility clauses is an example of mechanisms that weaken the employment relationship. In fact, a significant proportion of employees (particularly in the cleaning sector) have their employment contracts terminated by means other than the usual procedures, such as dismissal for misconduct (Signoretto et Valentin, 2023). Job instability also has repercussions on access to social protection. Working too few hours can deprive some employees of social security cover. For example, you need to have contributed 150 times the SMIC hourly wage to be entitled to one trimester of pension, which corresponds to a one-third time requirement that not all employees in the cleaning sector are able to meet. Similarly, multi-employer situations complicate access to supplementary health insurance: not only are the latter of poor quality (the risks covered are low compared with practices in other branches), but the cost can be high when employees are, wrongly but not anecdotally, affiliated by each of their employers. These limits (and additional costs) to access to social protection are reinforced by a widespread practice in the cleaning sector, namely the practice of a flat-rate deduction of 10% of salary for "professional expenses" until 2019 (since then, this deduction has been reduced by one point a year, to 6% in 2023)<sup>13</sup>.

### 1.3.5 Enforcement (or lack thereof)

A part of shortcomings in the protection of workers of the cleaning sector come from the lack of protective rules, and of job insecurity. Often, difficulties arise from the lack of respect of rules by

---

<sup>13</sup> employees in the construction sector. In 1972, it was tolerated for employees in the cleaning sector. It was then condemned for employees at a single site and then more widely. It is now supposed to be phased out through a gradual reduction in the rate.

employers, going from illegal manoeuvres to the use of legal ways to circumvent rules laid out to provide better employment conditions.

**According to our interviews with trade unions and employers, the following illegal practices are common: non-payment of overtime, failure to pay overtime bonuses, incorrect calculation of paid time off entitlements when taking on new staff, failure to comply with classification criteria (particularly with regard to the use of single-brush or scrubber-dryers in the cleaning sector), refusal to cover the cost of maintaining work clothes, application of a deduction for professional expenses in the cleaning sector, etc.** At the same time, strategies are being implemented to circumvent certain obligations, such as hiring on a student contract (avoiding the payment of precariousness bonuses, cf. MUCEM), using extensive mobility clauses (covering one department and those bordering it, or the entire region, in the case of the Ile-de-France region), etc.

**These manoeuvres are made possible by** two elements that complement each other:

- **The weakness of labour unions** that can hardly defend the rights of workers. We can cite as an example the conflict in the Batignolles Ibis Hotel which, despite its duration (almost two years), resulted in little more than compliance with the law and no real social advances. Organisational difficulties specific to union organisations in these sectors (divisions and internal conflicts) also add to the difficulty of mobilizing in the event of infringements by employers.
- **The low amount of controls carried out by public authorities.** Not only does health and safety inspection not have enough means of control (and seems overwhelmed when faced to the sheer amount of infractions in the cleaning sector for example), but the recourse to courts (prud'hommes) has also gotten more complex and seems de facto inaccessible to the most precarious fringe of workers.

**Tab. 1-5 Job characteristics of maintenance and security guards**

	Cleaners	Security guards	Other employees
<b>Monthly net wage: median</b>	900€	1440€	1745€
<b>Monthly net wage: mean</b>	935€	1499€	2013€
<b>Weekly hours of work: median</b>	25 hours	35 hours	36 hours
<b>Part-time jobs</b>	62%	9,5%	17,5%
<b>Short term contracts</b>	11,5%	13,5%	9,5%
<b>Impaired in everyday movements for a period of 6 months for health reasons</b>	18%	11%	11,5
Seniority in months	85	57	133

*Source: employment survey, 2019*

Cleaners are defined by occupation (684A) and sector (NAF=81), security guards by occupation (534a) and sector (NAF=80). Datas concern the main occupation (including different jobs if they are in the same occupation) of the workers.

**Tab. 1-6 Overview: Gaps in setting, extending and enforcing standards (security, *cleaning*, both)**

	Existence + level of standards	Scope of standards	Enforcement of standards
<b>Most important protective gaps</b>	- <u>Low wages and very small progression through the grid</u> - <u>No recognition of competence</u> <sup>14</sup>	Branch agreements are extended and cover all workers... but do not integrate protection from cited risks.	-derogatory rules and collective agreements that are less advantageous than legal principles -Low unionization rates -union busting -lack of social dialogue at the firm level -frequent infringement and rarity of controls
	- <i>generalized part-time</i> - <i>unusual working hours</i> -Long shifts		
	- <u>Dirty working environment</u> - <i>high workpace</i> - <i>exposure to chemicals</i> - <i>Low follow-up by professional medicine</i>		
	- <u>frequent change of employer, multi-job situations</u> - <u>difficulty to access complementary social cover</u> - <u>Loss of rights due to cutting of social dues</u>		
<b>General policies and efforts to diminish these gaps (apart from procurement)</b>	- <b>wages agreements « pushed » by SMIC increase</b> -Renegotiation of classification grids - <b>Regulation of part-time work</b> - <i>Promotion of cleaning during daytime</i>		Social responsibility practices (which often remain very formal)

<sup>14</sup> According to the FEP comments: the latest amendment n°20 to the agreement on classifications of May 2021 promotes the recognition of employees' skill by creating an automatic passage of employees of the 1<sup>st</sup> level of the classification grid to the higher level if they benefit from 1 year of professional experience. This change increases the hourly wage of 0,05€ by hour or 7,5€ by month for a full time job.



## **PART TWO: Relevant policy developments for BDW in France**

After briefly summarizing the regulatory framework for public purchasing (2.1), we discuss the reasons for the low impact of these strategies on job quality (2.2). Finally, we present the role that more responsible purchasing could play, based on interviews and case studies (2.3).

### **2.1. The main regulatory framework for BDW in France**

The legal framework governing public purchasing evolved slowly between 1990 and 2014, before changing under the influence of European law (2.1.1). This transformation came with a proliferation of non-binding documents designed to influence practices (2.1.2).

#### **2.1.1 Evolution of the legal framework**

**The integration of societal impacts in public procurement dates back to the 1990s.**

Initially, **the focus was put on social integration clauses.** The initiative first came from local authorities such as the City of Strasbourg and the Nord-Pas-de-Calais region. Their aim was to go beyond the logic of the "lowest bidder" and promote a "best social bidder" approach in their public tenders. Their aim was to promote the socio-professional integration of people far from employment through public purchasing. At the same time, public companies such as La Poste, RATP and SNCF also included these provisions in their purchasing policies.

**In the 2000s, the French government** turned its attention to these issues as part of its own purchasing policy, and **encouraged local authorities to include social and environmental clauses in their contracts.** This preoccupation is unfolding against a backdrop of evolving European legislation. Following the launch of the "Green Public Procurement" program by the EEC in the early 90s, European legislation introduced in 2004 the possibility for public purchasers to integrate social and environmental considerations into their contracts (European Parliament Directive 2004/18/EC of March 3, 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts).

In reality, **however, until 2014, these principles were only marginally applied in France, mainly due to the lack of adaptation of the public procurement code, which has hardly changed since its creation in 1964, to these new requirements.** Candidates' bids are almost always assessed on the basis of a ratio between the price proposed and the technical value (cost/benefit ratio for the purchaser). Although ordinances and decrees have been introduced since 2001 (two new procurement codes were published in 2004 and 2006) to change the criteria, few real changes have been observed.

**2014 marks a turning point with the revision of the European Directive on Public Procurement.** This directive repeals the French procurement code and paves the way for more responsible purchasing practices, such as market monitoring, life-cycle analysis and segmentation of

public tenders. The European public procurement code, which prevails over the French code until 2018 (the current code is a transcription of the European code into French law), establishes three competition criteria: transparency of markets, freedom of access to the market and equal treatment between candidates. At the same time, local authorities with purchases in excess of €100 million a year must draw up a Spaser (scheme to promote socially and environmentally responsible public purchasing), which defines the organisation's roadmap for responsible purchasing.

**However, progress seems slow (CESE<sup>15</sup>): only a minority of contracts are concerned by social or environmental clauses**, and these clauses remain concentrated on specific issues (notably integration). The 2020s saw a revival of these processes, notably around a new National Sustainable Purchasing Plan 2021-2025, which announced that, by 2025, "100% of contracts notified during the year should include at least one environmental consideration" and "30% of contracts notified during the year at least one social obligation". In his introduction, it draws up the long list of government plans, roadmaps, measures, ... which, since 2015, have encouraged the inclusion of these criteria in public procurement<sup>16</sup>, themselves reinforced by the European Commission (Green Pact for Europe<sup>17</sup> of December 11, 2019) or the proposals of the Citizens' Climate Convention<sup>18</sup> (Produce and Work - Objective 7).

## 2.1.2 A high growth in the production of guides and tools

Alongside the general framework, specific documents have been developed for the waste management and safety markets.

Decrees issued by the Prime Minister's office are designed to encourage purchasers to integrate social and environmental issues into their practices, particularly in the field of premises maintenance. The first decree from the Prime Minister dates from December 3, 2008 ('Exemplarity of the State with regard to sustainable development in the operation of its services'). It focused primarily on the use of environmentally-friendly products. Five years later (circular dated 6/11/2013), a new version includes an incentive to develop daytime cleaning. Finally, in March 2023 (see Box 3), a new text focuses specifically on the role of public purchasing in promoting quality employment in the cleaning and private security sectors<sup>19</sup>.

At the same time, employers' associations, partnering with trade unions, are working to disseminate guides and charters promoting responsible purchasing practices. A first guide was published in 2013 by the Federation of cleaning companies, followed by another document in 2021. These practices are also developing in the security sector, notably following the publication of the joint CoESS/UNI Europa guideline. **However, while the influence of developments at European level seems**

<sup>15</sup> Six year later in 2020, 32 local authorities out of 160 had really done it. However this does not mean that others did not act, and the CESE had recommended defining a "more precise framework" of these schemes in a report titled: "responsible public purchasing, an insufficiently exploited lever" (2018).

<sup>16</sup> <https://www.ecologie.gouv.fr/achats-publics-durables>

<sup>17</sup> [https://www.europarl.europa.eu/RegData/etudes/ATAG/2019/644205/EPRS\\_ATA\(2019\)644205\\_FR.pdf](https://www.europarl.europa.eu/RegData/etudes/ATAG/2019/644205/EPRS_ATA(2019)644205_FR.pdf)

<sup>18</sup> <https://www.conventioncitoyennepourleclimat.fr/>

<sup>19</sup>

cp\_le\_gouvernement\_s\_engage\_pour\_un\_emploi\_de\_qualite\_et\_responsable\_dans\_ses\_achats\_publics\_dans\_les\_filieres\_de\_la\_proprete\_et\_de\_la\_securite\_privtee.pdf (travail-emploi.gouv.fr)

**significant, it is difficult to measure them precisely.** Interviews with employers' and trade union representatives at national level point to interactions between the European and French levels, with particular emphasis on the role of French players in the European cleaning federation:

*"Yes, and I think you've come to the right people, because even at a European level, our practices are now fairly well known. What we and the other European federations of cleaners and employers have set up for public procurement is the desire to have a European Charter based on the French Charter, in fact.. Not to the same extent, not with the same resources, as you can well imagine. But in any case, we're determined to make progress on the issue of public procurement and the exemplarity of the State, because that's what it's all about. [National cleaning employer representative, FEP, march, 2022]*

*"... Regarding cleaning, the FEP is very active, they were even behind the creation of the FENI, which is the employers' organisation at a European level. They're very present everywhere, they're everywhere!" (Industrial union representative, february, 2022)*

**For the security sector, initiatives are more presented as impulsed by the European level.**

Finally, in addition to these general texts, **employers' organisations have developed various communication tools (brochures, videos, etc.) as well as tools for simulating contracts or helping to draft specific clauses.** These elements can be found in both sectors, and several of the people we spoke to at the level of public purchasers (especially for cleaning services) insisted on the cooperation they could have with the FEP when preparing public tender, either in a "sourcing" logic (in order to calibrate ex ante price evaluations, for example), or to introduce specific clauses on daytime working.

However, this accumulation of work does not seem, according to the main players, to give very positive results:

*"On the subject of public procurement, we've often discussed these issues in the context of European social dialogue, and we've even produced a guide to good practice in the field of waste management. But once we've got past the observations, the problem is how to implement them. There's a guide that was created jointly with the sector's employers' organisations at a European level, but as far as cleanliness is concerned, it hasn't made any headway. We also thought it might have been interesting to have the same approach to risk **prevention**, but the problem is that you can always produce guides to good practice, but if authorities don't regulate it, it doesn't work. (Industrial union representative, February, 2022)*

## **2.2 Why are discourses on responsible public purchasing having a low impact?**

**The discrepancy between communication on the role of public purchasing in terms of social and environmental progress and the way in which the public sector is perceived by players in both sectors is glaring:**

*"The problem is that, financially speaking, purchasing doesn't keep up: we're asked for more skills, more demands, but financially, we can't pay our employees properly. (...) Salaries follow the market to some extent, because there are small increases in line with inflation, but the*

*margins are still so ridiculous, and above all, the public sector always goes for the cheapest".  
(Security national representative employer)*

Interviews led on the national level as well as case studies can highlight **three elements explaining this discrepancy:**

- **The regulatory framework pursues contradictory objectives**
- **Public purchasers are not “professional” enough and do not have a sufficient control capacity**
- **Specificities of the French environment seem to make clauses that would be essential in other countries inoperative**

### **2.2.1 Social responsibility is in conflict with the research of a maximal competition**

One reason for the gap between intentions and actions is the rigidity of the public procurement framework. While public-sector players are increasingly assertive about their sustainable purchasing objectives, public procurement is also marked by the pursuit of cost optimization in a context of tight budget constraints.

On a formal and legal level, **the effect of budgetary constraints is reinforced by the emphasis placed on the need to open up markets to the widest possible competition.** This has led to practices that facilitate access for SMEs, and to standardization of contract evaluation. For example, the obligation to give SMEs access to contracts tends to prevent the pooling of certain contracts, and favours allotment schemes that encourage price competition and lead to the development of multi-employer situations.

**At the same time, public-sector purchasers are still subject to many constraints and contradictory injunctions, and certain rules tend to complicate purchasing practices that wish to integrate employment quality objectives.** For example, the principle of equal treatment between candidates prohibits favouring a company on the grounds that it is "local". **Another constraint imposed on purchasers is that they can only set criteria related to the object of the contract, making it impossible to consider the overall social or environmental practices of candidates.** So, despite some notable advances, the French Public Procurement Code still seems too restrictive for purchasers<sup>20</sup> to take the risk of moving away from traditional competition criteria (cost/benefit): failure to comply exposes them to legal action, the outcome of which remains subject to judicial assessment, in a context where case law on the new texts is still insufficient.

The public-sector purchasers we met regularly pointed out what they didn't think they could do to comply with competition rules.

---

<sup>20</sup> According to the FEP comments: the problem is not due to the constraints of the code but to the lack of taking into account the specificities of each sector and the lack of expertise [of public purchasers].

*"Our criteria for analysis are very clearly indicated, and our scoring method is very clearly set out in the consultation regulations. So when we receive the bids, we have to respect these scoring criteria: 30% of the price will be analysed in such and such a way, the technical resources will be analysed in this and that way.... We announce everything very transparently, and then we are forced to respect these criteria for analysis when we analyse the bids, and in a way, the result is imposed on us precisely by these scoring criteria." [Purchase Manager \_1, Strasbourg, January, 2023]*

Similarly, the existence of mechanisms for ruling out abnormally low bids does not seem to be sufficiently effective, and only moderately effective in limiting price competition and the race to the lowest bidder.

*"You know, not long ago, I had a hospital that was buying a fire safety service, because we lost the contract, so I wanted to understand why, so I asked them to send me the details. The hospital was buying a fire safety service, including the management of an SSI [fire safety system], at a rate of 15 euros per hour! So what do we do with that? We went to court and didn't take it lying down. The judge ruled against us, because he considered that the rate was higher than the hourly wage! That's real life, it doesn't make sense" (National security employer representative, 2022).*

Finally, in order to pool the costs of organising public tenders and reduce the risk of collusion between local buyers and companies, the use of more general purchasing groups is encouraged. This is the case, for example, with regional public purchasing platforms, or the use of UGAP (Union des groupements d'achats publics, a public body organising the purchase and resale of products and services for the public sector). The UGAP cleaning contract covers 15,000 public buildings throughout France (Europe's largest tertiary cleaning contract).

The recourse to these organisms generates a disconnection between entities that will benefit from the services bought (ministries, social housing landlords, hospitals...) and purchasers: purchasers are never the ones who benefit from the service, and as a result, they are unable to appreciate the characteristics of the service because they do not have knowledge of the field.

*"Yes, and when you standardize the ratings of a tender, you take the lowest common denominator to buy a cleaning service and we fall back in particular on what X was talking about earlier, hourly purchasing or pre-marked competition, based on price." [Employers' representative, Cleaning (FEP), January 2022]*

*"Once the UGAP contract is awarded, we have a tripartite relationship with both the beneficiary client and UGAP [the central buying service for public procurement], i.e., for example, all monthly or quarterly steering committees are attended by the beneficiary client and UGAP. On the other hand, at the beneficiary client's, we have much more contact with the technical contacts, and not with purchasing, because purchasing is the UGAP" (National security Employer representative, January 2022)*

In total, these elements (budget constraints, drive for competition and use of central buying services) conjugate, and cause public purchasing to remain in a situation where price is the main criterium. Still now, in most public tenders, price totals more than 50% of the final score of an offer.

## **2.2.2 Professionalization and position of public purchasers, control issues**

The second limitation encountered by arguments in favour of more responsible purchasing concerns the ability of public-sector clients to construct and monitor social requirements. **Players in the**

**cleaning and security sectors consider public purchasers to be unprofessional, in the sense that they are general buyers who have difficulty building up expertise in these specific markets.** It also seems that, despite their sometimes considerable efforts, public purchasers also lack the time to monitor contracts.

The procedures themselves are complex, and do not allow for regular follow-up. FEP refers to this as a multi-layered system, i.e. a pile of decisions with little connection to each other.

*"It's a new stratum the state has put in place in order to share purchases at a territorial level. They wanted to include prefectures in it, but they refused. Local authorities too, but they refused as well... and in the same time, there is the UGAP... It's still very complicated, there are so many layers..." [Employers' representative (FEP), January 2022]*

**However, public-sector players present a somewhat different picture. They claim to devote substantial resources to the construction and monitoring of public tenders, but point to the difficulty of controlling relationships marked by a high degree of information asymmetry.** In the case of cleaning, for example, the fixing of numerous technical elements or criteria quickly reaches its limit due to the absence of ex-post control. This is typically the case for the number of hours allocated and actually carried out, or even more so for the rate and quality of supervision promised in the response to the public tender.

*"On one part, there's a form of trust. On others we can verify it, on products or machines, etc., we can certainly verify it. But when it comes to training and agents, of course we can't verify it, but we do have to hold a review meeting every year. They have to tell us about all the training they've done, everything to do with learning French. It's also harder to keep track of supervisory staff. The number of hours they put in the contract we can see, but checking that these hours are done is another matter... Now on site, normally, well I didn't ask, they are supposed to have a connection book. They have to note down the time at which they arrive and leave. But the person in charge, the manager, we don't know." [Head of the operations department Rennes, March, 2023]*

These difficulties in checking the reality of the service often lead purchasers to opt for contracts with an obligation of results, rather than a best efforts clause [mieux disant]. However, in this context, and for services whose production is only slightly immediately and objectively observable, the reference to an obligation of results means that purchasers lose what remains of their power to intervene in job quality: for example, workloads and the resulting work rates are no longer contractual.

**Finally, the fact that a significant proportion of regulation is not governed by law, but by charters or guides based on the voluntary commitments of service providers (or principals, in the case of purchasing rules) also limits the scope for intervention, even if it could lead to improvements.** Faced with service providers who do not fully respect their commitments, public-sector buyers seem powerless to act, and are content, at best, not to renew the contract. Union representatives insist on this weakness resulting from the absence of formal constraints:

*"In the security industry, the GES has created a website to help companies set the best price, but this is just wishful thinking. If there are no constraints, it will not be operational" (National union representative, April, 2022).*

### 2.2.3 Is a responsible purchasing mentality inefficient in the french context?

A final explanation for the low impact of commitments to responsible purchasing could come from the legal particularities of the French social context. Indeed, as emphasized in joint declarations between UniEuropa and CoESS or EFSI, the primary objectives pursued are to favour players covered by collective agreements, on the one hand, and to enforce minimum wage levels, on the other. On both counts, France stands out from the rest. First and foremost, it has very extensive national collective agreements covering all employees, particularly in the two sectors studied. As we saw in Part 1 of the report, employees benefit from agreements on the transfer of personnel in the event of a change of contractors. France<sup>21</sup> is also distinguished by the existence of a long-standing, relatively high minimum wage. In the minds of those involved in public procurement, the SMIC acts as a living wage, ensuring that employees are not treated badly.

Our analysis of documents on responsible public purchasing, and our research into possible best practices, underline the fact that the experiments we have undertaken regard only fairly specific aspects and sometimes limited issues. The notion of responsibility in public procurement is first and foremost linked to inclusion clauses and the hiring of people who are far from employment. It also emphasizes environmental aspects, particularly with regard to the products used in cleaning. In the end, only very specific cases deviate from this pattern, as we will see from the cases studied.

However, the existence of an extended collective agreement and a relatively high minimum wage does not protect cleaning and security workers from particularly poor employment conditions, and in particular very low monthly wages (see part 1 of this report). The first point is in fact circumvented by the non-application of collective agreement provisions. While this is obviously not measurable, the scale of infringements appears to be high in both sectors, and many trade union struggles are confined to obtaining... employers' compliance with the law<sup>22</sup>. As for the SMIC its spirit, if not its letter, is called into question by the denial of the skills required, the setting of very high work paces, or by working time organisations which reduce the paid portion of work-related time (via the fragmentation of the working day, for example, or via, in the security sector, the definition of "vigilance" time which is distinct from actual working time ; Boislandon and al. (2023).

This situation calls for a rethinking of the mentality of responsible purchasing, in order to tackle these behaviours which circumvent the Industrial Collective Agreement and the SMIC. This is partly the logic pursued by the cases we have selected: the Eurométropole de Strasbourg is attempting to regain control over work rates, The city of Rennes is working to regulate working hours, the CEA is seeking to include employees of service providers in social dialogue to make effective the application of the rules that protect them, and the MUCEM is seeking to go beyond the SMIC by promoting better recognition of qualifications. More broadly speaking, in the face of these difficulties in making responsible purchasing commitments more effective, the players we met nonetheless pointed to multiple avenues for development.

---

<sup>21</sup> This kind of transfer of personnel also exists in Belgium.

<sup>22</sup> See for example: Puech (2005) ; Nizzoli (2015) ; Denis (2008 ; 2009 ; 2018) ; Bret and al. (2022) ; Doumenc (2023) and in the US context Kim (2021)

## 2.3. Potential role of BDW policies and practices: proposals made from interviews and case studies

### 2.3.1 Synthesis of proposals made during interviews with service providers (employers and employees)

Recent years have seen the emergence of a set of recommendations that imply reforming the way in which the State constructs its public tenders and selects companies. The actors we met were thus able to voice various recommendations aimed at promoting more responsible purchasing and improving employment conditions. These proposals can be distinguished on different criteria:

- some proposals are common to both sectors, while others appear more specific.
- some are shared by employers and unions, while others are more conflictual.
- they can also be binding (going through the law or the NCC) or, on the contrary, non-binding by playing on the image or commitments of the sector.
- finally, they may relate directly to the employment contract or be aimed primarily at the commercial contract (to have an indirect impact on the working conditions).

These are the two criteria that we will use here to classify the various options mentioned during the interviews.

Tab. 2-1 BDW policies typology done by security, *cleaning* or both

	Binding measures	Measure included in voluntary commitments
Implications on the commercial contract (purchasers-service providers)	<p>Extend the duration of contracts</p> <p>Introduce a floor price to cover the real costs of production (and to respect legal and conventional rules)</p> <p>Introduce price adjustment clauses according to possible wage increases</p> <p>Include an exit clause in the offer that allows for the proper settlement of contracts to avoid non-payment of vacations, overtime, etc. (CFDT)</p>	<p>Give more weight to the technical note than to the price in the scoring of offers</p> <p>Change the entire scoring method by introducing a set of social criteria: social contribution rates, frequency and severity of work-related accidents, tax rates, ongoing litigation, qualification structure of companies</p> <p>Train purchasers to take better account of sectoral issues</p> <p>Play on the image of the principals by name and shame (CGT + CFDT)</p> <p>Introduce employee representatives to the CNAPS<sup>23</sup></p>

<sup>23</sup> CNAPS : *Conseil national des activités privées de sécurité* [ <https://www.cnaps.interieur.gouv.fr> ]



		Commitment of the Purchase authority stop fractioning hours (CFDT)
Direct Implications on the rules governing the employment contract	<p>Require a minimum qualification level (GES + CFDT)</p> <p>Play on differentiated training in addition to or in change of the initial 175 hours to allow higher salaries (GES + ONET)</p> <p>Draw inspiration from the temporary work NCC in terms of sharing employer obligations and benefiting from the CCN <sup>24</sup> and work site agreements (CFDT)</p> <p>Limit spatial mobility</p>	<p>Develop continuous work and if possible during the day (FEP, CFDT)</p> <p>Increase the hours / question the 16 hours per week</p> <p>Establish a minimum number of people/or working hours? per square meter = reference rates (CFDT)</p>

In broad are the propositions made by both sectors, in italics those only made by the cleaning sector, in standard characters those made by the security sector

**Workers and employers thus converge on a central point: the need to hold public purchasers accountable**, however the proposed ways in which it can be implemented are different. While employers highlight elements allowing to better the economic viability of contracts (by assuming that this will allow betterments in working conditions and pay), trade unions defend measures that would allow public purchasers to better control the practices of service providers (here assuming that companies must better respect their commitments as soon as 'decent' prices are respected)

Although there is no consensus on the need to regulate practices by denouncing less respectful players ("rogues", as they are sometimes called), this approach is nonetheless evoked by many players: it seems to be defended more by trade union players (who may go so far as to call for "name and shame" methods), but it also emerges in the discourse of employers in the Security sector, who, more than in the Cleaning sector (who did not mention this topic) display a desire to reframe practices, or even to exclude companies that damage the sector's image.

Finally, when it comes to more direct prescriptions on working and employment conditions, most of the suggestions come from trade unions and are rather rejected by employers. In the Cleaning sector, the emphasis is on regulating working hours (and denouncing unfair mobility clauses). In the Security sector, priorities focus on hourly pay, notably through better recognition of the qualifications required.

These various elements open up avenues for reflection, but it should be stressed that they are only mildly ambitious, even on the trade union side. The aim is to improve employment conditions by

<sup>24</sup> CCN : convention collective nationale (national collective agreement)

reducing or eliminating practices specific to these sectors, which generate a particularly high level of job insecurity. A form of fatalism in the face of a highly unfavorable balance of power is prompting union organisations to fight first and foremost for respect for legal and contractual rights, rather than to demand new advantages. The unfavorable situation of outsourced employees is thus widely recognized<sup>25</sup>.

### 2.3.2 The point of view of purchasers: a matter a reintegration?

The interviews conducted as part of the case studies also reveal the viewpoints of purchasers. What is their vision of public procurement, and what is the basis for the measures they implement (or attempt to)? Another way of organising the heterogeneity of practices is to analyse each of these measures in the light of the preliminary questions that clients must answer before organising a public tender. **Four stages seem important here:**

I. The first is defining **what is being bought**. Outsourcing implies defining the perimeter of what remains “in-house” and what is given to a service provider. This also allows to determine the nature of the service. In the case of cleaning and security, answers can be more complex than they may seem at first glance. What is the place occupied by “cleaning” and “security” in the final service delivered by the public organism? Can it be easily separated from the heart of the public service mission of this organism? In the Mucem case, we saw how the work of security agent was central to the main mission. Same in the city of Rennes, the definition of the “premise cleaning” element includes a relational dimension that is not found elsewhere. Defining what the core business and peripheral activities is subject to changes and variations.

II. The second question regards **mechanisms which should allow establishing the “right price”**. Can competition between suppliers be organised around a product whose quality is defined ex-ante? Or is it, on the contrary, the object of a progressive co-construction based on discussions between purchasers and services companies? Should the experience included in previous relationships play a role? Should actors lose their anonymity in some way?

III. The third question bears to **the quality of the service that is being bought**. How can service quality be guaranteed? Is it easily observable or can this observability be engineered? Is quality visible only in the observed results or is it included within the processes or the qualities of the agents who produce the service? In the latter case, is training a good indicator?

IV. Finally, public actors are led to reflect on **the quality of employment** in the companies that provide service for them. What is the perception of job quality for order givers? Is it an issue outside their responsibility? Is it only part of an ethical approach (CSR type)? Or does it constitute a significant part of the quality of the service and therefore justifies specific investments?

Questions 2,3 and 4 directly point to measures presented in the case studies. The second one is at the heart of measures such as introduction of an entry price or price revision clauses. Elements such as demand for a minimum qualification are part of the third one. The choice of daytime cleaning is first

---

<sup>25</sup> For the case of outsourcing: Perraudin et al (2006) ; Thébaud-Mony (2016). For the case of France in the cleaning sector: Barbier (2008) ; Devetter and Valentin (2020 ; 2021) ; Bret (2023) and in the international literature: Mori (2017) ; Weil (2014) ; Zuberi (2013) ; Davies & Ollus (2019) ; Grimshaw and al. (2015) ; Dube et Kaplan (2010) ;...

presented as a direct research for better employment quality (question 4). These questions are not independent, and case studies highlight the frequency at which the hypothesis that service quality benefits from a better job quality and that this can have a positive repercussion on costs. The hypothesis of virtuous circles making it possible to reconcile initially opposed interests is thus, sometimes explicitly (Rennes and Mucem in particular), at the heart of the justification for experimentation.

The first question however is much more transversal, and seems to influence particularly the ambition the public actor will have. To say it otherwise, this question bears on the legitimacy of outsourcing and therefore conditions the efforts made to reduce or constraint service provision. The vision of cleaning as a relational activity that is important to the operation of municipal services has led to a refusal to outsource on the part of the City, and a desire to impose strict controls on the practices of service providers (in particular, by imposing working hours during the day) on the part of the Metropolis. The MUCEM is also developing a vision in which security is part of its "core business" and, if the administrative constraints implied by the employment ceiling do not allow the integration of security guards in-house, the choice has been made to "reinternalize" the Human Resources function. In the case of the CEA, this integrative vision of cleaning services is not directly supported by the prime contractor, but is strongly supported by the latter's trade unions, which are thus trying to reinternalize part of the social dialogue. Lastly, the more traditional view of cleaning in Strasbourg, i.e. as a peripheral activity whose quality must be contractualised, does not call into question the outsourcing of the service and the management of the staff concerned, but rather the need to retain (or regain) control over the quality of the service provided. Table 2-2 seeks to summarize these main points, which will be discussed in greater detail in the presentation of the case studies in the second part of this report.

**Tab. 2-2 Overview on case-studies**

<b>Protective gap</b>	<b>Objective</b>	<b>Obstacles to overcome</b>	<b>Support for action</b>	<b>Other positive effects</b>	<b>Case study</b>
<b>Wages</b>	Increase	Prices	Skills and qualification	Loyalty and service quality	Mucem
<b>Working time</b>	Day time work	Discomfort in dealing with employees	Multi-skilling	Loyalty and service quality	Rennes
<b>Working conditions</b>	Paces definition	Non-observability of production	Standardisation / control		Eurométropole Strasbourg
<b>Working conditions</b>	Working conditions monitoring	No legal link	Extended work council	Fewer accidents at work	CEA

## **PART THREE: Case studies**

## 3.1 *CASE STUDY FR-1*: Rennes city and metropolis

### Context

The Rennes Metropolis is an intercommunal authority numbering about 450 000 inhabitants. The city of Rennes (222 500 inhabitants) administrates more than 50 buildings. Their maintenance is entrusted to an internal service ("en régie"), the Cleanliness and Hygiene of Premises Service within the General Resources Department. This team now has 32 cleaners managed by two supervisors and one executive. Schools and sports premises are also cleaned in-house, but are managed respectively by the education and sports authorities.

The city of Rennes shares many missions with the Rennes Metropolis in an inter-communal administration. The Metropolis does not, contrary to the city, have an in-house service for the maintenance of premises in the metropolitan area (even in the Rennes city territory). Therefore, it relies on outsourcing these services following public tenders. This outsourcing was put in place from the inauguration of the Metropolis Hotel in 2007.

As a result of an explicit political choice, the role of public-sector services is presented as significantly more important than in other local authorities. In addition, the local authorities have put forward a policy to improve the employment conditions of maintenance staff, whatever their status, by integrating them into an approach focused on a better articulation of professional and personal time. This approach is just one of the measures included in a broader "City Time" policy. The aim is to give the community a role in time management comparable to that of spatial planning via urban planning policies. In particular, a Time Office has been set up for 2021.

### Brief description + key objectives

The city's elected authorities wish to improve working conditions and the integration of staff into the work group. The aim is to reduce the frequency of involuntary part-time work in order to improve pay. The issues of pay and work/life balance are central, there is also an emphasis on gender equality in the workplace, as the majority of employees involved are women.

The context is also characterised by an aspiration to control labour costs and therefore to slightly reduce staff numbers.

The city council organises in-house cleaning but the Metropolis outsources cleaning. It asks for the application of the daytime hours applied to in-house cleaners be applied to workers employed by the service providers. The public tenders include the obligation to use daytime work (thus mainly 8am to 6pm): any service provider who does not comply with this obligation is excluded. The public tenders are also marked by a relatively small share of price (40%) compared to 50% for the technical note (supervision, training, equipment to reduce RSI and products labelled to reduce respiratory problems), 5% for sustainable development and 5% for the integration clause.

Daytime work is organised in two types of schedules: 7:30 a.m. - 3:30 p.m. or 10:45 a.m. - 6:45 p.m. For the city of departments of the city of Rennes (internal salaries), the sites involved are municipal administrative and cultural buildings (libraries, media libraries). Schools and sports premises do not come under the same management. For the Metropolitan Council of Rennes, the market primarily involves administrative buildings but also some more technical and more outlying sites.

## Situation before the experimentation

Before the experiment, the cleaning service of the city of Rennes was organised in a fairly traditional way, with unsocial fragmented working hours. Employees started at 7am and finished at 9am, before returning for a second shift between 4:30pm and 7:10pm or 4:50pm and 7:30pm.

The direct consequences for employees of this organisation were:

- working hours that are out of sync with the prevailing collective rhythms, making it difficult to reconcile their work schedules with their personal and family lives.
- working predominantly part-time (despite the fact that their workload was equivalent to full-time work), and therefore to have incomplete salaries, often below the poverty line. The majority worked around 25 hours a week (as is the national average for cleaners in the cleaning sector).

*“When I started working for the city of Rennes, I worked 1.5 hours in the morning. I started at 7.30 and worked until 8.45. I went back home and came back at 5.45PM and finished at 7.30PM. I didn't work full time. I did a few years... It was better when it changed. I could work in one single shift, because coming at 7.30 for only one hour and a half is hard. And because it is full-time, it is better for the pay at the end of the month. At that time, I was already a mom and it was not much. My husband took my daughter to my mom's who looked after her, because I couldn't pay for a baby-sitter with 60% of minimum wage... We never could have. My husband is a truck driver. My mom looked after my daughter, otherwise with days like I described, it was really unfeasible. This big interruption in the middle of the day was a real problem.” [in-house cleaner\_2, March, 2023]*

- not being part of the work team at the sites where they worked. As their working hours were different from those of other employees, their sense of belonging to the community was very limited.

*“We did not see anyone in the morning. When we left, they arrived, and in the evening, we could see some people but they stayed in their offices and it was the end of their day. The gates had to be closed, with these working times it was very constraining, we were very isolated. In the morning there was no one, we didn't see anyone and each of us was in one building” [in-house cleaner\_2, March, 2023]*

This deteriorated employee situation had repercussions on workforce management difficulties (low involvement, high staff turnover, absenteeism rate over of 20%) and on service quality, which was judged to be rather poor. The cost of the service was also considered high, with 46 full-time equivalent employees. The need to reorganise the service became apparent, and outsourcing was considered for a time before being ruled out:

*“We were asked to cut into the payroll. We had to reorganise, and it was justified.(...) In 2002, the matter of outsourcing was raised, and we talked about it. But by reorganising, we reduced costs and we are still competitive. Edmond Hervé had created the framework for Rennes. The city is very attached to public-service. We made a comparative study with what there was in the private sector, and we were more expensive, but I am sure that now, we're at a balance.” [Cleanliness and Hygiene of Premises Department, mai 2023].*

## Origins of the experimentation

The initiative for this experiment was first and foremost a political one. In fact, it was initiated as part of the "city time" policies of the mayor at that time, Edmond Hervé. The decision was explicitly taken

not to outsource cleaning services, but to reorganise them in such a way as to trigger a virtuous circle of improved working conditions and enhanced service quality (and saving on costs).

This commitment began as early as 2001. It was renewed in 2008 and then regularly, in order to improve "individual rights, the working conditions of employees and the quality of public services".

*The municipal services, and in particular the logistics department, then embarked on a radical transformation of the service. But the reorganisation of maintenance workers' working hours is also being promoted and supported by the "time office".*

The new EU procurement regime did not stimulate the experimentation, which not only preceded but was initially carried out for in-house employees. When, finally, Rennes Metropolis opened up its markets, the logic of responsible public purchasing was put into practice. However, public purchasing plays an important role in the dissemination of these 'good practices'. Indeed, the aim here is to kick-start a vaster reflexion to include other employers, but also public (and private) purchasers. Daytime cleaning is thus promoted on the entirety of the territory.

Although the initiative was initially political, it quickly became part of a process of co-construction with the waste management sector: diagnostic and methodological elements were shared, training courses were co-constructed, and communication aimed at disseminating the results was carried out jointly by the municipality and the local employers' organisation.

### **Actors involved and strategies/resources**

Several actors are committed in this territorial approach: local authorities (political authority, logistics and human resources departments, time office), as well as private players such as cleaning companies and local employers' representatives.

The strategy implemented allowed to change working hours, so they could be performed 'during the day'. A first evolution set working times to 3.45PM-8.25PM. If this schedule got rid of the interruption and reduced the impact of work on the day, it did not address part-time or unusual working hours. A more significant overhaul was then submitted, tackling the following points:

- target working hours from 10:45 a.m. to 6:45 p.m., with a break from 1:45 p.m. to 2:45 p.m.;
- a search for full-time jobs,
- organisation of work in pairs,
- local supervision, definition of a training plan and provision of dedicated premises for the agents themselves.

An initial trial on a specific site validated these principles (in April 2003), but also led to changes to working hours better suited to the needs of the sites to be cleaned. Two timetables were then proposed: 7:30am - 3:30pm (break from 11:00am to 12:00pm) and 10:45am - 6:45pm (break from 1:45pm to 2:45pm). Three-quarters of our operatives work the morning shift.

As a result, the vast majority of employees are now on full-time contracts. The number of staff had to be adjusted, and now stands at 32. No members of staff were dismissed, but a number of retirees were not replaced, and internal transfers were organised (notably to the Early Childhood Department for day-care maintenance).

In the case of outsourcing, other actors are involved in the process (site manager, purchasing manager). The timetables are determined in the public tender and companies that do not comply with them are excluded. The involvement of businesses in this process remains limited: during the last public tender for the Rennes metropolis (2022), out of the eight respondents, four proposals contained fragmented working hours (often starting at 6am.). These offers were not analysed.

*"In this public tender, we were clear on the fact that we wanted daytime hours, and some still wrote 7AM. And in fact on some sites, companies were wrong too. They wrote down night shifts or 6AM, so their offers were not taken in consideration. Out of the 8 companies that answered, 4 of them were ruled out." [Cleanliness and Hygiene of Premises, Department, march 2023.]*

This strategy used three types of resources:

- a flexible, relatively long-term budgetary (and employment) constraint: the resources allocated are based on an agreement to stabilize jobs and not to make cuts in the first instance.
- a high supervision rate, with a highly committed manager and two supervisors. All in all, this represents just under a 10% management ratio, a level close to that of the cleaning sector... but entirely dedicated to the supervision and support of operatives, whereas the sector's support functions are essentially focused on commercial tasks.
- a participative approach: the transformation of working hours also relies on regular collective discussions and additional resources in terms of communication.

*"It was a participative process, and the agents followed it. At no time did I see any protests. We had meetings. They created their logos. They did it themselves, in working meetings. Everyone participated, and told themselves "I've been offered something else". And then there was mechanization. ... They are well equipped and well trained. They've all had training at INHNI [training institution of this industry] ". (...) We have one sector meeting per quarter. We've had trouble setting it up. Well, not a lot, but to have meetings where we sit around a table.... Now the aim is to have meetings between sites. But already, once a year we have a general meeting to review the year. Plus a galette des rois [traditional cake at the beginning of January] (a whole afternoon) and a picnic in June. And before that, we visit a site... This year, we're visiting the archives with a guided tour... It's a convivial moment, we bring food, we share so they can get to know each other" [Cleanliness and Hygiene of Premises Department, March 2023].*

### **Obstacles, constraints, conflicts and learning processes:**

Even though there were very few conflicts on the surface, at least three obstacles were initially discussed :

1. the risk of a loss of efficiency (and budgetary costs) were quickly dismissed. Indeed, prior to the experiment, the department was perceived as not being very efficient, and the reorganisation had to be carried out with a decreasing number of staff. In this respect, the results were very good:

*"I personally think that the effect of daytime work is neutral. There's no real impact. People respect it, they try to keep the place cleaner. There is more respect shown by people working in the buildings, it can decrease the amount of work needed. So it's a betterment in quality of work, the agents also have their pride" [Cleanliness and Hygiene of Premises Department, March 2023].*

As a result, production rates have increased with the reorganisation, and are now close to industry standards (those published by INHNI):

*"Our own production rates are a little lower. But it's still decent. They must be at 70 for the toilets, we're at 50. It's not dramatic, it's still okay." [Head of the Operations Department, March 2023].*

2. user rejection is considered to be very limited. If some concerns were raised, the constraints are sufficiently low to have had no impact except in exceptional cases.

*"But in general, things are going well with the occupants. Some didn't want to be disturbed... But it's easy. People come out of their offices and that's it. I go out for 5 minutes. She does her thing and that's it. An office is just 5 minutes. You go and have a coffee, make photocopies and that's it. We'll chat with colleagues. The occupants have more respect for the work of cleaners. And respect the cleaner. They respect him. And it's done naturally. And that's true whether you're a property manager or a service provider. [Cleanliness and Hygiene of Premises Department, March 2023].*

Conflicts thus remain the exception rather than the rule, and the department manager tends to return the favor: "Some occupants are reluctant. I tell them, 'Okay, we'll change your hours', and then ...". [Head of the Operations Department, March 2023].

*"We make arrangements with reception to manage class availability. And in the long run, the teachers know us well, so when they see us come in, they leave. They know very well that it's a quick pass, so they adapt. It doesn't last long. Sometimes, when they're in class or rehearsing, they ask us to come back. We adapt. It goes well." [in-House cleaner\_2]*

3. The reluctance of the cleaners themselves:

*"The reluctance comes mainly from the cleaners, who don't want to change their working hours. They used to be much freer. As soon as you work with the occupant, you also have constraints. You have to be clean, and the equipment has to be clean. The occupant sees the work. He sees how the agent works. Some may see it as control" [Head of the Operations Department, March 2023].*

In the case of outsourced services, two other difficulties were identified:

4. In theory, the use of daytime work should have no effect on the staff takeover arrangements provided for under article 7:

*"There's a charter. With the staff takeover, they don't have to worry... They [the incoming company] take over the staff", [Head of the Operations Department, March 2023]].*

However, the choice of daytime working hours does not call into question the mechanism for structurally lowering cleaning hourly volumes when a contract is renewed. The aim is to avoid increasing the cleaning budget, even though costs have risen significantly over the past 4 years. As a result, it is not possible to maintain employee working hours from one contract to the next, and the necessary adaptation is invisible to the purchaser ("Well, I don't know. I don't know. They must have redispached..."). [Head of the Operations Department, March 2023]]. As a result, full-time work is no longer systematically guaranteed, and today's employees work from 2pm to 7.30pm... which means they can only work 27.5 hours a week, and cannot take a break as part of their working time (the collective agreement only allows breaks of 6 hours or more).

5. the weakness of management and the persistence of a lack of integration, which creates concerns about opportunistic behaviours that would degrade the quality of work. These fears have a vicious circle effect, as they generate organisations that reduce the inclusion of external employees:



*“You can see it on Rennes Metropolis. There are I don't know how many agents in the building, maybe 7 or 8. And so they share the wings of the building. Every year they rotate, they don't stay on one floor. We don't have the same agent every time, because if we do, affinities develop and the cleaning isn't as good. As a result, agents change floors.” [Head of the Operations Department, March 2023]*

The main difficulties encountered by public-sector workers were overcome thanks to the considerable internal resources available within a "large" local authority: dedicated local management, redeployment possibilities, support functions (a psychologist, an ergonomist, two social workers), training time, etc. The importance of exchanges and participation by employees also enabled us to adjust the system to their needs. The importance of exchanges and employee participation also enabled the system to be fine-tuned. Budgetary constraints have not played a role and remain relatively flexible.

### Outcomes + (expected) impact on work

The effects of this reorganisation of working times and of the switch to daytime cleaning on full-day schedules were, according to all players, very positive.

In particular, absenteeism has been divided by 2. a document established by the city provides us with the following evolutions:

	Septembre	Octobre	Novembre	Décembre	Janvier
2002 – 2003	20,92 %	19,35 %	19,49 %	14,92 %	17,82 %
2003 - 2004	11,96 %	9,7 %	12,95 %	6,72 %	11,30 %

Source : document interne Ville de Rennes.

The effect seems to be lasting, as the head of the department says: *“Today, it's around 10% (compared with over 20% previously), and that's because I have 3 who are still on leave.”* [Head of the Operations Department, March 2023]. However, we need to be cautious about the data: this is an illustration of a department that has undergone a major overhaul, and for which the change in working hours was not the only change. The role of the participative approach, the involvement of local management and the change in the number of agents are also likely to have played important roles.

The quality of service is considered to be better and the integration of staff is significantly higher:

*“The integration is going very well. We're part of the team. We're not set aside. We're treated the same as the conservatory staff. They don't discriminate. When it comes to the galette des rois, the farewell parties, etc.” [In-house cleaner\_2, may 2023]*

*“Music. Listening to people making music is really nice. There was even one time, teachers have known me for a long time, and there was a student preparing for an audition and she let me in. She said come in, do you want to listen? I said yes, I don't know much about it, but it's nice, it's a pleasure. The melodies, the music, the pianos. It's nice to work in a world of music. (...) You can get on with people, there's a better understanding, a better harmony. At the music school, you get on very well with your colleagues. I think it's great.” [In-house cleaner\_1, may 2023]*

However, the actors we met emphasized that although daytime working hours play a positive role, including in the context of outsourcing, the service providers' employees are not as well integrated than public employees.

*"On some sites, they are invited to the farewell parties. They're part of the site; they're integrated into the life of the site. Less so when they're employed by a service provider. It's normal for a contractor to be a colleague. I have an agent who is psychologically fragile, and well, I have an occupant who alerted us. He told us that someone was not doing well and we were able to intervene. There's a kindness there. And that's less true if you work for a service provider." [Cleanliness and Hygiene of Premises Department, March 2023].*

*"Our agents all have smartphones. Some are still learning. They have access to a mailbox. We've done digital inclusion with mediators. But now we're starting to communicate schedules by e-mail. But that's just for internal agents." [Head of the Operations Department, March 2023]*

Other positive effects have been identified, such as an increase in gender diversity in the business ("Full-time work has enabled me to recruit men. I have 10 men. That's a third." [Head of the Operations Department, May 2023] or positive environmental impacts (accessibility by public transport, less time spent lighting or heating buildings). But one important point emphasized by management concerns the safety of agents, as they are less isolated.

In addition to the experiment, the city has sought to communicate and disseminate these practices:

*"And then we worked with FEP [the employer cleaning organisation] and Nantes. Nantes was more interested in getting companies to work during the day. We worked together. We set up a working group with them (brochure + Charter). We worked together and achieved a lot with the companies. This practice has thus spread around, a bit. The CCI (Chamber of Commerce and Industry) was involved, and this has developed quite a lot. We've had local authorities who were hesitant. We've had about thirty." [Head of the Operations Department, March 2023].*

## Resources

### Interviews

Date	Organisation, Role
06/03/2023	Cleanliness and Hygiene of Premises Department (Resources and Purchasing Department) Head of the Operations Department Rennes Métropole Hotel
20/05/2023	In-house cleaner_1 In-house cleaner_2
28/10/2022	Consultant

Documents: brochure presenting the daytime work experiment, examples of work carried out with the agents, call for tenders.

Key questions	Traditional perspectives on public procurement	Rennes City objectives
How to define the service?	Purchase of a service predefined by precise specifications	Purchase of a technical and relational service (defined by an hourly volume)
What pricing mechanism?	Market / lowest bidder	Strengthening the weight of the technical note, search for the best bidder
How to guarantee quality?	Post-control / penalties	Integration of personnel, training, equipment
What is the perception of the quality of jobs?	Between refusal of interference and CSR justifying a cost...	Dimension of the quality of the service requiring an investment

## 3.2 CASE STUDY FR-2: MUCEM Case study in Marseille

### Context

The Museum of European and Mediterranean Civilizations (MUCEM) is a national museum located in Marseille. The site is rather remarkable and serves as a showcase for the city. The building sheltering it, faces the Mediterranean and is considered of exceptional beauty. Far from an anecdotal element, this was highlighted by all the actors we encountered, including security guards for whom it is a plus in their working conditions. The Museum was inaugurated in June 2013, when Marseille was the European capital of culture. It is supervised by the Ministry of Culture.

The organization is under strict constraints regarding employee headcount: the employment level can't exceed 145 "full time equivalent" employees, a limit that has been established once and for all and cannot be overpassed. However, the wage bill is not scrutinized very closely by its tutelage, the ministry of Culture, and no threshold is given regarding spending attributed to outsourced service. This explains why not only security and cleaning but also cultural mediation activities are outsourced.

The budget for security services is significant: 2.7 million euros, plus an extra 200,000 in purchase orders. Around 60 security guards work on the site on a permanent contract.

In 2020, they hired the site manager responsible for the safety provision for the museum since the opening of the museum. He contributed to an important renewal of the specifications in the call for tenders by relying on his experience as a branch manager and his knowledge of the site accumulated before being hired as a site manager. The current provider was awarded the contract in 2020 for 3 years. A new tender is being drafted for 2023 in the same spirit.

### Brief description + key objectives:

Recognition of the value of the service that security guards can provide explains a large part of the very specific choices made by the MUCEM's purchasing managers (PM). For the museum, the security guards are the first people seen by visitors and their ability to direct them and answer their questions about the exhibits on display is seen as a very valuable addition to the service delivered. Although this point of view was already present when the museum opened, the conditions to ensure that service quality matched this desire were not fully met, with behaviors that were not always deemed professional enough and a consistently high staff turnover.

The aim of the experience led by the MUCEM is, via an original contracting policy, to favor staff stability, as well as the increase in its qualification and implication. This contracting policy is based on requirements in terms of qualification (referring to a higher ranking in the classification grid), extensive use of lifelong training and incentives via salary bonuses. Last but not least, the MUCEM experience relies heavily on greater control over the contractor's human resources management, thanks to the in-house recruitment of a former branch manager from a subcontracting company.

### Situation before the experimentation

The organisation of the MUCEM was formerly very similar to those found elsewhere in the industry, with:

- wages set at the minimum level of the classification grid except for workers specialized in fire safety, who were placed higher than the first level described in the collective agreement of the security industry.
- a greater number of employees hired in order to avoid overtime compensation and manage turnover: there were between 57 and 62 workers when there are now 50.
- working hours defined annually and thus modulated during the year, with large reductions at the end of the year to avoid overtime compensation (10% in this industry). Their work schedule was structured in order for every worker to perform 1607 hours of labour (which corresponds to full-time work with 35 hours a week). On some weeks, workers could work 44 or even 48 hours, while in the end of the year, they had no scheduled shifts to avoid passing the threshold of 1607 hours performed in a full year. This way, high per-month hour counts, way above 35 hours a week could bring no overtime benefit. When the annual hour count finally passed the 1607-hour threshold, overtime was paid in the end of the year. Scheduled shifts for workers could be subject to important changes.
- training limited to the industry minimum and little involvement in relation to the museum's needs.

The purchaser's assessment was rather negative: the involvement of security guards was low, staff turnover was high and malfunctions seemed frequent. However, these observations are mostly made by supervisors of the museum. During the second contract of the first service provider, a first premium was tested, for an amount half the value of the one in the current contract.

## Origins of the experimentation

The origin of the experiment lies in dissatisfaction with the quality of a service considered essential to the quality of the final service. The activity of security guards is not perceived as "peripheral", and the purchaser wishes to control the results more precisely.

In 2020, a lot of effort was put in designing the call for tenders, with a 60% weighing on the technical aspects (40% for the price) and a careful analysis of the technical part to ensure that the higher price corresponds not to an increase in margins but to an improved service quality, a service quality associated with a better quality of work. The important change is the involvement of the purchasing manager and the person responsible for monitoring the security contract. In addition, the museum encourages security guards to progress in their classification through the acquisition of technical diplomas or certifications (fire safety, IT, etc.). Tender redaction provides guidelines about the way the company will build a work framework described by the expression "well-trained; well informed, in the right job". The specific nature of the new organization may well be owed to the hiring of the branch manager who had the contract. This contract represented a very significant proportion of the branch's turnover, and this manager had a long experience, first as a security guard, then as a branch manager. He seems to have been responsible for a significant proportion of changes to the contract, revolving around his motto: "Well-trained, well-informed, in the right job" (SM, may 2022) and, more broadly, the idea that "a real employment framework for security guards" should be built.

## Actors involved and strategies/resources

### Actors

As we have seen, the dominant driving force is the current purchasing manager who used to be the branch manager of the previous contract.

The Purchasing Manager (PM) also played a role. She clearly had in mind the need to find a way of imposing higher salaries rather than simply accepting a higher price. The Museum's management also played an important role, notably by not setting (too) strict targets for the budgets allocated to the Security market. Indeed, subcontracting is the result of a constraint as it is made imperative by an employment ceiling (145 full-time equivalents that will never be exceeded) set by the Ministry of Culture, but conversely, the constraints exerted by the supervisory authority on the operating costs envelope seem weak from the point of view of the amount spent ("I always get what I ask for").

Finally, the third player involved is the security company. Indeed, the specifications linked to the call for tenders can appear rather restrictive. Beyond the formal dimension, the service provider must also accept regular exchanges and frequent interventions of the purchaser. More so than on other sites, the relationship between purchaser and service provider is one of partnership, and requires genuine cooperation.

### Strategies

The aim of the change of company was therefore to improve the service quality, in particular by reducing turnover and to increase the engagement of workers by reducing the need of cumulating several jobs. This is based on several additional elements:

- Increase in wages
- Increase in training levels
- A will to integrate security guards to a "MUCEM community"
- more control on staff management

While the players involved are aware that the nature of the site itself is an asset in terms of attractiveness, the client's representatives recognize that the main lever for building employee loyalty and improving service quality remains the level of pay. When asked about the idea of including wage increase clauses in the contract:

*"it's Sébastien and me, it's both of us... So Sébastien, the former head of security at the MUCEM, was the former head of security at the Grand Palais [an important museum in Paris], and at the time - we're talking 2010 - he was already working on an improvement plan, a quality plan for all the companies he worked with. And salary was a key part: he saw, as I did, that salary was a given: expect the best from people by paying them the best you can. So we figured that this was the way to keep people. We were also concerned about the type of profiles. It's much easier in a city like Paris... In Paris, there are plenty of security guards who work in museums, just look around you'll find one. In Marseille however, private security works in stadiums, in the metro..."*  
 [PM, may 2022]

There was a fear of having difficulties to recruit an implied and stable, high-quality workforce in the Marseille recruitment pool. Wage increases therefore have a triple function: to increase the site's

attractiveness in order to select the best candidates, increase the loyalty of new recruits and reduce staff turnover, and encourage better quality of service through greater commitment.

However, it is not legally possible for the purchaser to impose pay levels to employees of the service providers. Therefore, accepting a higher price based on promises by services providers is only possible if the attribution of the amount billed by the contractor is at least partially controllable by the purchaser. The specificity of this contract is found in the will to set constraints that guarantee that the additional cost of the contract could not go towards an increase in profits for the business, but towards a bettering of service quality through a reduction of staff turnover and an increase in staff qualification, based on an increase in wages. The purchasing manager states it as such:

*“The idea of forcing a realignment in classification came from the fact that we wanted higher wages that would really appear on the worker's payslip.” (PM, mai, 2023)*

The solution found by the MUCEM is based on the requirement in the call for tender of a minimum qualification level, corresponding to an index in the collective agreement that defines the grid applicable to the branch. This way, none of the security agents working in the museum are at the first level of the job classification grid (the level 120 which is below the minimum wage, 1747,20€ 1/05/2023). The lowest level in the MUCEM corresponds to the third level of the classification grid (150, 1830,73€, which is a less than 5% increase).

The second lever used by the MUCEM is the level of qualification and training. Firstly, a high level of qualification is required upon entry, with training provided on the MUCEM site by site managers. This training is part of the service requirements, and its cost is factored into the contract. But the differences with other contracts are more significant. It plays both a role justifying the higher wages and a function in itself of improving professional practices. To do this, a series of training sessions and tests are put in place and it is not possible for the contractor's employees to work on this site without having passed them. First, there is a 4-day training course upon entering the position, followed by an evaluation based on an 85-question MCQ. An employee who is wrong on more than 25% of the answers is refused, the others receive an additional day of training before taking the test again. A test with new questions (some of which are related to current exhibitions) is taken every month for a third of employees (in theory, as it turned out to be less frequent, each 2 months). An employee should go through this training at least twice a year. These training sessions are explicitly tied to the increase in revenue: a half-yearly bonus is also awarded to the entire team based on several quality criteria related to absenteeism, among other things, and this bonus is then reallocated among the team's employees. *“They have to use the allowance [only for the employees], down to the euro.” (PM, may, 2023)*

A third element is trying to **integrate security guards to the “MUCEM community”**, through the use of a shared breakroom with other MUCEM staff, and invitation of security staff to some festive occasions. This part of the interview with the MUCEM's purchase manager shows the ambivalence of her position regarding outsourcing and her wish to promote a sense of community:

*“It is true that this exercise has a limit, with this feeling of community and belonging, we can see that the line is sometimes blurred, and in a way, we contribute to maintaining this blurring of lines, we're looking for it. We all work at MUCEM! This sense of belonging is important to us.” (PM, may, 2022)*

Various measures (which sometimes are limited to stating intentions) attempt to give substance to this desire: raising awareness for exhibitions, participation in festive group events, etc.

Finally, one last element seems essential to us: the reinforcement of control over service providers by the purchaser. This was achieved first and foremost through stricter specifications, including the frequent use of penalties. More broadly, with the renewal of the contract and the hiring of a new branch manager, the criteria have been reinforced, drawing on the experience of the former branch manager, who is now in charge of the MUCEM contract:

*“SM [when choosing the service provider], there are criteria, and they have to explain to us how agents are paid, how their schedules are set up, what particular benefits they may have. There's a number of criteria and it's an important part of the rating.”*

*Q: How would you define what is purchased here? What do you purchase in this call for tender? How would you define this service?*

*SM: Well I think we can have two answers. Because I know what I'm going to look for but I'm going to look for it with my experience. What kind of training, what kind of support, what kind of management? This is for the “security guard” part. Second is the framework, the business. Because in order to train well, to inform staff, you need to have structure, and a certain form of organization. Here, we have extra orders, and we need a certain volume of staff to be able to provide for these orders. Without staff volume, we're only telling stories.” (may, 2022)*

The Museum Security Manager's expertise goes far beyond that of a "buyer". His previous experience makes him first and foremost a player who knows that what he is buying are human resources that need to be managed. To put it another way, the MUCEM has, at least in part, re-internalized the management of human resources for security personnel, by hiring the branch manager who previously handled this task as part of the service provided by the MUCEM.

To successfully implement these strategies, the resources mobilized are not only financial (acceptance of a price higher than the "lowest bidder" that a conventional market would allow) but also human (with the hiring of a safety manager with extensive experience in workforce management).

### **Obstacles, constraints, conflicts and learning processes:**

We can see that several difficulties arise from this situation:

1. control on the workforce is limited by risks of interference
2. the rules of competition and especially division into lots obligations complicate the writing process of calls for tender
3. the risk is perceptible due to the tension between what is demanded from workers and the advantages they will benefit from.

The first obstacle to MUCEM's strategy is the risk of being accused of interfering in the management by the service provider. Indeed, the desire to control service quality involves interference with the management of human resources. This situation is adamant in the case of training: either the MUCEM imposes rhythms and types of training that go beyond its role as purchaser of a service, or it runs the risk of not receiving quite the quantity of training it had hoped for. MUCEM's security services manager (SM) would thus seem to be able to achieve objectives more easily by becoming responsible for human resources for these employees, and the relationship he must maintain with the service provider is a permanent balancing act between collaboration and control in a context of asymmetric information.

MUCEM also has to respect the right to competition. Purchasing managers (PM and SM) have pointed out that they refuse to divide into lots contracts, even though the division into lots was made



imperative by the law to guarantee access to these contracts for the smallest companies. Similarly, the service providers themselves can subcontract, which also runs counter to this organization, where quality relies on a high level of supervision, closely coordinated by the site manager and indirectly by the contract managers (SM and PM).

*SM: "Here we only have one site manager, and he cannot manage an outsourced company because it is impossible, it's another company so he cannot manage them. It really reduces possibilities. Having been on the other side, even with a lot of thinking, subcontracting is impossible here. From the moment you have a site manager, it becomes impossible. If you tried, you'd have to... multiply management positions, and it just loses its interest.*

*(...)PM: Yeah we're not divide into lots... Simply because it seems impossible to us to have two service providers in security and safety, especially given how the Control centre is organized..." (may, 2022)*

Finally, beyond legal constraints, the model promoted by Museum could come up against obstacles linked to its very incomplete control of human resources, which could create tension between what is demanded from employees and the benefits they enjoy. Indeed, it is clearly desirable to maintain outsourcing (apart from the obligation resulting from the staff limits) because of the management flexibility it allows:

*FX: If there wasn't a staff limit set in legal texts, would you choose to work in another way?*

*PM: I don't know. I think now it's... comfortable for the purchaser. All the handling of schedules, of human resources, the service provider takes care of it... And god knows that especially in security, it can be complex sometimes. (may, 2022)*

The situation is paradoxical: on the one hand, the person in charge of all purchasing at the MUCEM is seeking to increase the security guards' sense of belonging to the MUCEM, while on the other, she does not want to be responsible for managing the schedules of these employees. There is a constant tension between the demands made on employees and the actual benefits they receive. The return for better employment conditions in terms of salary is a high level of demand on performance in terms of dress, posture, information on absences, and no doubt also on a form of commitment in terms of acceptance of overtime. As a result, this balance can appear rather fragile, and conflicts can arise. During interviews, the possibility of discrepancies between promises (e.g. integration into the MUCEM work community) and reality (e.g. actual participation in organized events, or the importance of extra pay) was implied on several occasions. Likewise, the Marseilles press reported on unfair dismissals by the Museum. One of the employees interviewed by the newspaper painted a very different picture of his situation at the MUCEM from that described to us by the managers and employees we interviewed. Similarly, it appeared that the recognition of the value of work described by MUCEM managers, in particular through training on exhibitions, did not reach the standards hoped for by managers and employees alike. What's more, collective representation seems totally absent. There is no local representative of the agency in charge of the contract, which is very far away (over 300 km from the MUCEM, in Toulouse), and the very way in which breaks are taken, including lunch breaks, does not encourage exchanges between employees, who replace each other, one by one, throughout the day.

Lastly, the sustainability of the experience depends largely on the budgetary effort made. However, the dynamics of industry negotiations, particularly in a context of inflation, imply salary increases that erode the advantage granted by MUCEM.

## Outcomes and (expected) impact on work

Despite these difficulties and limits, this original form of contract has given results.

Firstly, the impact on pay is admittedly limited but still tangible, and the site's reputation among security guards appears to be positively affected by it. The first point mentioned by them during interviews was pay, even if, to employees, higher salaries are due to the overtime benefits they are paid, rather than to their position in the classification. For example, a team leader's salary of €1,500 is supplemented by €200 to €300 almost every month, rather than having to work less in November and December.

Second, the organization is significantly different on the management of working hours: there are now 50 employees who work overtime (15 hours on average per month for each employee) every month and are compensated at a 10% higher rate. A lot of scheduling work is done to organize the activity with fewer employees. The schedules are relatively flexible due to the great variability of the flow of visitors depending on days, holidays and exceptional events. A pool of 30 to 50 fixed-term contracts allows them to deal with certain peaks of activity, especially during summer and to replace worker during their one week vacations. Some work also on call and part of them can then obtain a permanent position.

Last but not least, there were some positive aspects regarding the meaning of work. Unlike many other sites, we were able to organize interviews with employees, even if the site manager was a little apprehensive, and anonymity was not always fully respected. In fact, the interviews with employees did reveal some discrepancies between what was announced and what was actually implemented, as well as the general feeling of the agents, but they nevertheless clearly revealed that the sense of belonging is indeed present (a lot more than on other sites) and that interactions with visitors increase the feeling of working in an exceptional, worthwhile place. The team leader, like the others, emphasized the beauty of the site. His commitment is perceptible, for example by replacing someone who is absent unexpectedly, which can sometimes lead to a working day from 8am to 8pm. Similarly, an exchange about vacations shows that he is aware of the importance of his activity for the museum and for the organization of security: he couldn't see himself taking more than a week's vacation during the two summer months, which are the most intense.

Another security guard, who was present from the opening of the museum, points out the improvement in working hours since 2020. The 4 p.m. - 3 a.m. shifts on several consecutive days have disappeared. These shifts can still be organized, but the following day will be a rest day.

*On the other hand, when asked about training courses presenting exhibitions, the 4 employees interviewed indicated that this was not systematically done, while several stressed the interest they had found in it when it was organized. Similarly, the agents we interviewed had not taken part in parties to which employees and cultural mediators are invited, contrary to what had been emphasized by PM. Some know they've been invited, others don't, but none of them went there. Nonetheless, one element we can discern when looking at discussions with the 4 security guards is their feeling of being in a place where they can learn ("It's interesting. We meet people" AM1 "We learn new thing at each exhibition" AM2).*

Overall, the staff turnover rate has been reduced and is now very low, but we do not know the exact figure. Even the number of long term contracts has increased. The quality of the service is considered good and the new call for tenders should maintain the framework created in 2020. However, the value of the service is not entirely clear, as demonstrated by the extensive use of fixed-term contracts, which

do not benefit from all the human resources engineering imposed on permanent employees by the service provider.

## Resources

### Interviews carried out:

Date	Organisation, Role
05/2022	Security/safety manager officer (SM) Hired by the MUCEM since 2020 and site manager for the security company in charge of the contract since 2013 and until 2020). He is now a MUCEM's employee as the manager of the security contract
05/2022	Site manager, employee of the security company
05/2022	Purchasing manager for the MUCEM (PM) employee of the MUCEM
05/2022	sales representative of the security service provider company
05/2022	1 team leader (TL)
05/2022	2 area manager (AM1, AM2)
05/2022	1 security officers (SO)  (all security company employee)

Key questions	Traditional perspectives on public procurement	MUCEM's objective
How to define the service?	Purchase of a service predefined by precise specifications	Internalization of expertise in HR and Quality
What pricing mechanism?	Market / lowest bidder	Co-determination of a fair price
How to guarantee quality?	Post-control / penalties	Stabilization / involvement of staff (efficiency wage)
What is the perception of the quality of jobs?	Between refusal of interference and CSR justifying a cost...	Dimension of service quality requiring an investment

### Annexe

The SERVICE PROVIDER certifies to assigning on this site security agents with the following **minimum qualifications**:

Poste	Qualification minimum
Team leader	AM160 Coefficient of the National Collective agreement for risk prevention and safety. H0B0 Certification Level 1 Diploma in Civil Protection and First Aid (PCS1)
Gate checkpoint agents J4, watchmen J4 et FSJ	160 Coefficient of the National Collective agreement for risk prevention and safety. H0B0 Certification Level 1 Diploma in Civil Protection and First Aid (PCS1)
Security agent	150 Coefficient of the National Collective agreement for risk prevention and safety.

In application of the collective agreements of risk prevention and security businesses, the service provider has to provide an on-site specific training course (to their own expense)

This training course has a minimum duration of:

- 32h for checkpoint agents
- 40h for watchmen, safety and team leaders.

### 3.3 CASE STUDY FR-3: CEA – Commissariat à l’Energie Atomique

#### Context

The CEA (commissariat à l'énergie atomique et aux énergies alternative, or commission for atomic energy and alternative energies) is an organism researching energy, defence, information and communication technologies, natural and health science and as well as matter science, based on 10 different sites in France. It is categorized as an industrial and commercial public institution (EPIC).

At the end of 2019, it had 20,181 employees and an annual budget of €5 billion. It comprises 9 sites across the entire French territory.

The Cadarache centre (Bouches du Rhône) is Europe's largest research and development centre for "low-carbon energies" (particularly nuclear). It is located in the Provence Alpes Côte d'Azur region, at the crossroads of several counties. The nearest town is 40km away (30 minutes by car). The site covers 900 hectares, with 70km of roads and over 400 buildings. Every day, the site welcomes 5,500 employees, including 2,400 CEA staff. A considerable number of employees from outside the CEA also work on the site, including around 90 maintenance employees. Cleaning seems to have always been outsourced on this site, as has catering. Even when, in the early 1980s, a large number of employees working on the site for outside companies were integrated, cleaning and catering remained outsourced.

The site is unique in that it is used to build prototypes for studying nuclear propulsion for military purposes. Like many other CEA sites, Cadarache is home to several experimental reactors. The site is classified as a high-level SEVESO<sup>26</sup> site, due to the presence of nuclear installations and the handling of radioactive materials. It is therefore subject to strict nuclear safety and radiation protection regulations. In addition to these nuclear-specific regulations, the Cadarache site is also subject to the European Seveso Directive, due to the quantities and types of hazardous chemical substances present on the site.

#### Brief description + key objectives:

The specific nature of the risks, and the presence of numerous external companies on the site, make it mandatory to set up a commission for social dialogue specializing in health, safety and working conditions, on which site representatives of employees and employers of external companies working on the site. The aim is to include employees of service providers who work closely with the site's employees. In this context, the work council dealing with health, safety and working conditions (CSSCT) is organized in an "extended" manner in order to take into account the employees of contractors.

---

<sup>26</sup> The Seveso Directive is the generic name for a series of European directives requiring EU member states to identify industrial sites presenting major accident hazards, known as "Seveso sites", and to maintain a high level of prevention.

In the current extended CEA Cadarache CSSCT, 18 service providers working in the CEA are represented. The cleaning company in charge of the contract is represented on this commission by the employer and a workers' representative. It held two meetings in 2021<sup>27</sup>.

*“The CSSCT allows us to have a return on experience and to tackle matters faced by companies. We speak about the way we can evolve prevention plans. This is not limited to nuclear installations. We are going to introduce everything regarding risk prevention. Return on experience, workplace incidents, security system and a culture of safety, as well as putting forward good practices. We talk about workplace incidents when workers slip on wet floor, suffer back ache or report problems with working in contiguous spaces... They can also ask how they can have their own space, where they can eat, change clothes...” (Deputy, April, 2023)*

## **Situation before the experimentation**

The case presented is not really an experiment. The extended CSSCT, which is the arrangement that corresponds to the "good practice" analysed, is a legal obligation and, even if its form has been renewed with the 2017 ordinances, the arrangement has been in place since 2008.

It's a matter of what this commission brings to the table in terms of working conditions.

The point of comparison is not the situation before the experimentation, but rather the configurations where this type of commission is not made compulsory. In cases where there is no enlarged CSSCT, the client's CSSCT can play a role. The CSSCT's competence in this area is not limited to company employees, but extends to all persons under the employer's authority, including employees made available by (mis à disposition) an external company, temporary workers (French Labour Code, art. L. 4111-5) and trainees (French Labor Code, art. L. 4111-5). In a recent ruling, the French Supreme Court (Cour de cassation) specified that this jurisdiction also extends to employees of a service-providing company, working on the client company's premises<sup>28</sup>.

In practice, it is rare for this commission to take up issues relating to the working conditions of contractors. In our exploratory interviews and other studies (Thèvenot et alii, 2022), we found that employees' representatives were unaware of their responsibilities in this respect. However, on this site, the two bodies (extended or not) and, more informally, the union representatives elected to these bodies have on several occasions weighed in to improve employees' working conditions or prevent them from deteriorating.

## **Origins of the experimentation**

Following on from Directive 89-391/EEC of the Council of the European Communities of June 12, 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work, Decree 92-1 58 of 20/02/ 1992 lays down the health and safety rules governing interference between client companies and service providers. Following the explosion at the AZF plant in Toulouse

---

<sup>27</sup> <https://www.cea.fr/multimedia/Documents/publications/rapports/transparence-securite-nucleaire/rapport-TSN-2020-cea-cadarache.pdf>

<sup>28</sup> Cour de cassation, chambre sociale, December 7th 2016, n° 15–16.769 (The CHSCT's competence covers any person put under the authority of the employer.). « The Cour de cassation considers that the presence of workers on the site of the client company, as well as the fact that they are largely under the control of supervisory staff, places these workers under the authority of the employer. Therefore, the CHSCT has competence over them ».

in 2001, the limitations of the decree for classified installations on the intervention of subcontracting companies were highlighted, and led to a change in legislation, culminating in law no. 2003-699 of July 30, 2003. This law strengthened the resources and prerogatives of CHSCT members at Seveso-threshold plants, by giving greater responsibility to the heads of client and external companies, with the aim of better preventing industrial and occupational risks generated by co-activity situations. Law no. 2006-686 of June 13, 2006 extended the special rules governing CHSCTs in Seveso-classified establishments to establishments comprising a civil nuclear facility. Seveso high threshold establishments.

This explains why a CHSCT was established in the middle of the 2000s on the Cadarache site.

In 2020, following the ordinances put in place in 2017, it was replaced by a CSSCT commission of the social economic work council (CSE)<sup>29</sup>.

All in all, the body under study is the result of a legal obligation whose primary impetus was European, its configuration as a social dialogue body was triggered by an accident, and its current form is the result of a recent reform<sup>30</sup>.

The scope of companies that can belong to the extended CSSCT is restricted to those involved in nuclear activities. However, not all external companies are represented on the extended CSSCT. The identification of companies eligible for membership of the extended CSSCT is based on the fact that they operate specifically on or near high-risk sites. For example, because cleaners do not only clean offices but also work on nuclear facilities, they fall within the scope of the extended commission and can sit on it on behalf of their company. Had this not been the case, their working, health and safety conditions would nonetheless fall within the prerogatives of the (NOT extended) CSSCT. The size of the workforce and the length of time spent at or near the facility is another criterion which the agents also meet.

The enlarged CSSCT is made up of half company representatives and half representatives of external companies, with a maximum of 3 people for each external company, including at least one employee representative and one employer representative. At present, the cleaning contractor is represented by two employee representatives and one employer representative.

The committee meets at least twice a year (on this site in October and April), and more often in the event of workplace accidents. The topics covered are limited to those relating to common safety rules within the plant and/or measures to prevent occupational hazards associated with the work of external contractors. On the site, this includes companies responsible for maintenance, reception, cleaning, structural work for dismantling installations, etc.

---

<sup>29</sup> CHSCT were abolished on January 1st 2020. Their missions are now fulfilled by the Social and economic work council (CSE), and, provided there is one in the company, by the CSSCT. CSSCT are mandatory for any company employing more than 300 people, as well as for particularly dangerous businesses. A CSSCT can be created, no matter the employee headcount of a company, either with a company-wide agreement, or in the absence of union delegates, by an agreement between the employer and the work council

<sup>30</sup> Articles of the labour code were modified by the "Macron" ordinances. In order to account for the withdrawal of the CHSCT, but are still relevant. The Labour code states that: "The representation of outside companies in the extended committee for health safety and working conditions is determined by the amount of time needed for their mission, of nature and by the number of their employees working on the site. Workers of this company are designated among the workers working regularly on this site, by the social and economic committee of their establishment or, otherwise, by the other workers working on the site.". Source : L. 4523-14 du Code du travail.

The cleaning activity raises issues of health and safety in the workplace, firstly because the operatives work on the nuclear installations, but also because of the specific risks associated with this activity (same level falls, musculoskeletal disorders due to repetitive tasks or awkward postures). Given the number of operatives working on the site, maintenance workers' occupational accidents regularly feature in the minutes of the extended CSSCT commission.

The minutes of meetings of the extended body often include an agenda item devoted to the working conditions of these employees. However, the main interest of this case study lies in the involvement of the purchaser's trade unions in taking into account issues affecting employees of service providers, particularly those assigned to premises maintenance functions. This involvement seems to have been built up as early as the 90s, with an initiative by the union representatives in place, who led the managers of the science centres to become more aware of the working conditions of these workers, and thus put forward a collective demand for higher wages and better scheduling.

### Actors involved and strategies/resources

The main actors are CEA's trade unions and, where possible, those of the service provider.

#### Actors

Trade union organizations on this site operate in a coordinated fashion, at least for occupational health and safety issues. The union representatives we met, though all members of the same union, emphasised the unity of the intersyndicale (union of trade-unions) on all these issues, with joint time taken in preparation for commissions.

*"I put a finger in the gears of health in the workplace and all my arm went into it. Since 2006 when I joined the CHSCT, we had meetings where we stood together, and we agreed on 95% of topics. When we went to the the general work council and its security commission (CSSCT), we kept the same dynamic: we usually work together and we know the limits not to cross if we want to reach a consensus." (CSSCT chairman, juin 2023).*

Several union players referred to the notion of a "working community" (Denis, 2018) and stressed that they considered the maintenance workers, some of whom have been on the site for several decades, as colleagues; one employee has in fact been on the site since 1976.

*"They are workers who historically have been in this site, we've known them for 20 years, 30 for some. They have also known other workers of the CEA for a long time, which gives them a second level of social support"*

The logistics manager highlighted how specific this situation seemed to him:

*"Our social partners are very, very implied in the life of the workers employed by our service providers. They are very careful. I like saying that some staff representatives had in their offices, the contracts of every one of these workers. And very often, they are mobilised to defend these workers' interests. I am talking about the CEA's representatives, not the ones from our service providers, they are extremely implied in the monitoring of these workers." (logistic manager, May 2023)*

The site management also plays a role. Due to the important constraints implied by the nature of a nuclear site, the care and attention to workers is higher than in other institutions.

*"There is a need for staff to have a certain level of training, to be habilitated. There are often difficulties because these people have difficulties even mastering the language. But it is*



*unconceivable for these agents to not understand procedures, or the intervention messages. Working in nuclear installations implies the need to have adapted behaviours. These rules out some workers who work with us, and we have to reposition them to offices, or to institutional catering.” (deputy, April, 2023).*

Accreditation is a 3-day training course which must be carried out by a service outside the CEA. It is costly, and when service providers replace long-term contracts with short-term contracts that are not accredited, the interviewee is alarmed by the difficulty of ensuring maintenance of sensitive installations during absences.

### Strategies

The trade union strategy is first implemented on site. We can cite precise examples where the intervention of union representatives at the CEA regarded cleaning staff.

In October 2016, one item on the agenda directly regarded maintenance workers. It was both a management issue and a question directly within the scope of the extended CHSCT's prerogatives. Here is an extract from the minutes:

*“The renewing of the cleaning contract, along with the mobilisation of workers that had preceded it to improve the specifications, allowed us to predict that social and working conditions would be taken at fair value. It appears that it is not the case, far from it actually: after almost one year, we see a clear degradation of the conditions in which workers perform their daily tasks, a tense social climate with difficult relations inside the company, as well as a lack of a will to progress prevention following incidents, that was however demanded by the QSE board of the purchaser, the CEA*

The RP of the CHSCT of the CEA, demand to the [cleaning company] management to expose its risk prevention strategy which, as sanctioned by the labour code, has to tend towards the betterment of physical and mental health for workers, and proposes that in the next extended CHSCT meeting, concrete improvements be presented by the company's representatives, such as the evolution of electric vehicles, or conclusions of the Joint [cleaning company]/CEA work group regarding the evolution of waste containers, etc” [CHSCT extended/Minutes n°16 /October 16th 2016]

The second intervention testifies to the importance of the extended CSSCT for its own sake. The minutes report on the work of a working group on "the problem of accidents involving waste containers", which is said to be "not insignificant and recurring". A summary of the problems identified and recommendations made is presented to the commission.

*However, other demands have also been made by union members, whether it be to refuse to work fragmented hours, to call for improved management, or to highlight problems linked to the use of part-timers (often on fixed-term contracts for replacements), whose food and travel bonuses are prorated, whereas travel time or meals are generally no less frequent (Retired trade union representative, formerly elected to the CHSCT, May, 2023).*

## **Obstacles, constraints, conflicts and learning processes**

The support given to cleaners by the contractor's trade unions appears to have no direct counterpart. Indeed, maintenance workers do not vote for the site bodies, as they would theoretically be entitled to do. This seemed to be taken for granted by the CEA staff representatives interviewed. It is true that this could pose a problem for the operation of the extended CSSCT, which requires a representative of the contractor's employees.

However, while a form of solidarity has been built up over time to form a working community, the interests of CEA employees and those of service providers are poorly aligned, and sometimes even diverge, due to the cost-cutting rationale implemented at central level. There is strong pressure on the cost of cleaning services, given the amount involved, which outsourcing makes it possible to evaluate very precisely. For the time being, cost reduction is being achieved by reducing cleaning frequencies, or even cancelling certain tasks, and partially decentralizing others, which are now only carried out on demand and directly linked to the budget allocated to each entity responsible for the site.

Another obstacle relates to the mechanisms for appointing contractor representatives to the extended CSST. In the case of the cleaning sector, changes in contractors and the diversity of their organization further complicate this appointment. For example, the recent change of contractor changes the situation somewhat, as the agency has no local staff representative body (but only a remote centralized one). As a result, the staff representatives who sit on the extended CSSCT would have "less legitimacy" [retired, elected to CHSCT and local union branch secretary, May 2023] than a staff representative from the outside company. More generally, the need for elected representatives from the outside company to run the commission highlights the problems associated with changing service providers. Each time, if the agency's staff representatives remain on site, they lose their mandates and have to wait for a new election within the new service provider before a representative can be appointed, except, as we have just seen, when there are no local elections.

Finally, the ability to take action remains limited. Union representatives report that they point out problems, but are unable to influence decisions that would, for example, increase wages or working hours for fixed-term contracts. In this respect, as we have seen, they seem to be more successful in dealing with issues relating to workplace accidents, underlining the scope of the body, even if, as the secretary of the CSSCT pointed out, "bodies are just theatre. The real discussion takes place in the field, and sometimes in preparation".

In fact, both CEA and employee representatives emphasize the difficulty of making their voices heard within this body.

*"Q: Is the involvement of trade unions in favour of employees of the service provider based on the extended CSSCT?"*

*It's usually not in these problematics. Matters tackled by the extended CSSCT are rather everyday subjects. Real matters such as tensions when renewing contracts are discussed in CSSCT of the CEA, we discuss real social matters either in CSSCT or even in general work council. Our representatives want to show the site management, even if in "extended" meetings management is here too...They want to say "we are here, we support them". I wouldn't know how to explain. I was coming from outside when I started, and I told myself in the beginning that they were very involved in defending the workers of our service providers" (Logistic manager, May 2023)*

However, this commitment can only last due to the existence of real places of encounter and collaboration: interactions in the workplace (that are reinforced due to daytime cleaning), existence of a local branch of the union that holds a majority, as well as the extended CSST constitute three supplementary elements whose specific effects are hard to discern.

## **Outcomes + (expected) impact on work**

The specific effect of the extended CSSCT can be considered double.

On one hand it creates a formal space that allows to tackle the situation of cleaning agents. This way, if staff representatives mostly speak when they are asked questions, minutes of the meetings confirm that their opinion is asked and that it is useful in terms of risk prevention.

On the other hand, this body creates and reinforces a context in which cleaning agents are clearly better integrated into the working community. This integration is shown by several elements, such as the fact that they use the meeting room belonging to the CEA's union representatives for their own meetings, that they know who to contact in case of a degradation of the contract, such as when fragmented working hours had been considered.

These elements combined allowed for an improvement in working conditions after the change of service providers, which arose from difficulties created by a poor management of the previous one. They also allow to raise awareness to managements and to services responsible for public tenders, therefore reducing the repercussions of budget cuts on the cleaning service.

## Resources

Interviews carried out:

Date	Organisation, Role
3/03/2023	Deputy on the Cadarache site Purchasing department manager
04/2023	Deputy, safety and security manager
05/2023	SSCT Chairman
06/2023	Social and economic work council deputy
06/2023	Logistics manager
06/2023	Retired Formerly elected to the CHSCT and extended CHSCT, local trade union branch secretary
06/2023	Retired, formerly elected to staff representative to the establishment committee of the CEA and formerly to the administration council

Key questions	Traditional perspectives on public procurement	CEA's objective
How to define the service?	Purchase of a service predefined by precise specifications	Technical service (with nuclear issues)
What pricing mechanism?	Market / lowest bidder	Technical criteria + local responsibility on purchase orders

How to guarantee quality?	Post-control / penalties	Skills certification + increase proximity management
What is the perception of the quality of jobs?	Between refusal of interference and CSR justifying a cost...	Working community integration

### **3.4. CASE STUDY FR-4: The Strasbourg metropolis: an attempt to regulate work pace.**

This CASE was initially suggested to us by representatives of the cleaning employers' organisation. According to them, it was an original situation where a public purchaser led a thorough analysis of work pace in order to establish selection criteria in the call for tender process in order to give specific aims to the necessary work. This approach was supposed to better working conditions (through regulating agents' work pace) and to guarantee a fair pay to businesses.

#### **Context**

The European metropolis of Strasbourg is an urban community of more than 500 000 people. It outsources the cleaning of buildings (sports buildings, city hall, local government offices, etc.) to several service providers, including "*la régie des écrivains*" (RDE), which is a social integration company with 200 employees (4.5 million in turnover).

Cleaning contracts are the local authority's largest contracts (just over 2 million euros per year). They are divided into twelve lots covering a total of over 160 sites. The sites are divided into five building types: cultural (media libraries), administrative, public buildings, medical-social structures (social centres, day-cares) and 'others'. While some sites are still cleaned "in-house" (around 25% of buildings are still "in-house"), the trend goes towards gradual outsourcing. Similarly, new buildings are directly integrated into the contract. A total of 27 sites have been added over the last three years. On the other hand, the Public Procurement Department does not directly manage the buildings belonging to the Sports Department, nor those belonging to the Education Department (out of 104 schools, around half are still cleaned by employees hired directly by the City Council administration). In theory, the contract is renewed every 4 years, but annual amendments can be added. The economic context is marked by fierce competition, with more than 200 "players of the cleaning sector in the metropolitan area", and some "large groups who charge €15 an hour, negotiating very high volumes of consumables and not delivering all the hours promised" (Commercial director cleaning company \_1, April, 2022). The companies we met insisted on the intensification of price-based competition.

#### **Brief description + key objectives**

This case enables us to explore the question of improving working conditions by defining the pace of work in order to prevent intensification. It regards the rate of square meters cleaned per hour, and more broadly the weight and nature of technical criteria in awarding contracts. The central question is how to find rating criteria that will enable a high-quality service to be obtained that reconciles decent workloads and moderate prices... Several players have emphasized the importance of an in-depth reflection on what work is and how it can be measured. On the one hand, the public contracting authority (the city of Strasbourg) told us of its desire to give greater importance to the technical note in order to achieve a higher quality of service, by increasing the time spent for a given surface area. On the other hand, a service provider who was seeking to reduce the pace of work and increase supervision for employees on work integration schemes pointed out the impossibility of doing so within the framework set by the metropolis.

## Situation before the experimentation

Before this experience, the market was based on a common logic, the search for a service for a low price. The service was defined by specifications that are both hard to control and hard to oppose. The matter of social responsibility was not put forward, and prices given to the purchaser appeared to lack transparency, in addition to varying greatly depending on sites, without any explanation being provided.

## Origins of the experimentation

One can think that the purchase manager who was about to retire at the moment of the interview was the one who initiated the reflexion on a better way to fix prices.

*"You delegate a service, and along with it, the notion of hierarchy, etc., is up to the company. It is their responsibility, that's the basic rule. But when you really look at the local authorities, this notion of attention to staff is, I think, greater. Because quite simply, let's say tomorrow you have a staff that isn't well managed, and well, there's always going to be a letter that is going to be sent to the mayor, who can hardly ignore it... because they're also his fellow citizens... And for us too... when I was talking about work paces and that sort of thing, it's a matter of finding a balance between the right need, the right quality and a fair price, by effectively integrating this societal notion. When I arrived, they were on a fixed-price basis, they only compared prices. In other words, we'd give them a building, give them the overall surface area, and ask them for a quote. I'm simplifying a lot, but that's how it was. When you wanted to compare prices, it was difficult to see who was doing a lot of square meters in a short time, and who had a price that might be lower than that of a company with a normal production rate, but with a higher hourly cost. That's why, quite quickly, I started to work on this in my previous job at La Poste, and to say: **you can't just look at the price, and especially if you're looking for quality...**" [Purchase manager\_3, April, 2022]*

"Experiences" led by the European metropolis are not entirely perceived as such, and they do not abide by a formal and explicit experimentation logic of "good practices".

They appear closer to a progressive evolution of purchasing practices, encouraged by the encounter of two processes:

- The development of a reflexion on "responsible purchase" initiated from a political point of view, in order to integrate ethics into public tender. Indeed, a new municipal majority has been elected and wishes to put a high-point on a "responsible purchasing department" (new name for the purchasing department). A "schéma de promotion des achats socialement et écologiquement responsables" (Spaser)<sup>31</sup> was produced; it is a rather general orientation document that aims to align public purchase with the objectives of sustainable development<sup>32</sup>.

*"It came in 2000 with a political change, which imposed insertion in public procurement. We have a huge insertion network and a facilitating agent, the Sustainable Development Representative. We do not know their structure but public purchasers turn to our facilitator*

---

<sup>31</sup> Which means a promotion plan for socially and ecologically responsible purchase

<sup>32</sup> [https://www.strasbourg.eu/documents/976405/1666553/SPASER\\_DELIBERATION\\_EMS.pdf/f00f9664-0242-1628-bac7-92eaff34b2c0](https://www.strasbourg.eu/documents/976405/1666553/SPASER_DELIBERATION_EMS.pdf/f00f9664-0242-1628-bac7-92eaff34b2c0)

*agent to know how we can implement insertion clauses. I have colleagues from other green cities who know they have to implement insertion clauses, but do not know how to do it. The environmental aspect came afterwards. Public procurement is very developed, and it is --- with sustainable development. What differs from the first, is that we increased our demands and introduced parity between men and women" [Metropole and city Public procurement vice president, January, 2023].*

- At the same time, purchasing departments are dissatisfied both with the lack of transparency in price construction and with the difficulty of finding the right compromise between "scoring criteria that correspond to our needs in the field, but which can be used to evaluate bids" (Purchase manager\_1, November 2022). The aim is to build indicators or evaluation grids for evaluating bids that give purchasing managers the ability to arbitrate and avoid working at too high or too low a pace. All the more so as these objectives are also in line with a logic of cost control. A major effort is therefore being made to control quality, with both fairly strict ex ante clauses (specifications) and the reinforcement of control officers. In other words, improving working conditions is not, from the point of view of the local authority's purchasing department, the primary objective, but rather an expected effect of a more "rational" purchasing procedure, leading to a "fair" price.

## Actors involved and strategies/resources

Measures put in place are based in three types of agents:

The political agent (here, the vice-president of the metropolis, in charge of responsible public procurement) can appear as both the origin of the initiative (original impulse role) and as a (political)resource guaranteeing that this initiative would not be put aside quickly. Exchange with the elected official in charge of the policy allowed to observe that cleaning markets did not hold a significant place in this reflection (that was more oriented towards ethical sourcing of products and supplies). However, this element creates an incentive to "think differently" about the purchase of building maintenance, in addition to the procedure being subjected to political approval. Three main elements are put forward: eco-certified products, "fair" prices and the weight of insertion

The central players in this CASE are therefore more administrative. Two types of department are directly concerned and involved in the discussions: the responsible purchasing department (essentially "purchasers" with an aim to comply with competition law and optimize resources) and building and site managers (with a demand for quality of service).

Last but not least, the process regularly involves, albeit less explicitly, a number of companies in the cleaning sector, who participate in both the sourcing and the development of the process. This is the case for both 'classic' companies and integration structures:

*"So, at the moment, we've started a market monitoring from our current service providers, to get feedback on the current market, both in terms of execution and specifications, and therefore initial competition. Following this feedback, we carried out an assessment. We did it with 2 integration companies and one traditional company. [Purchasing manager\_1, February, 2022].*

And indeed, exchanges with cleaning companies testify to the value of such an approach:

*"There's no problem with the technical brief becoming an amendment to the contract. We give the quantities, we commit ourselves, we sign and we are controlled on that and we have penalties if we don't respect it. That's actually one of the areas we're focusing on, and it's really part of our CSR and societal approach to our work." [Commercial director Cleaning company-1, April 2022],*

### **A “trial and error” strategy**

Analyzing the measures taken after the facts highlights the “trial and error” nature of the decisions taken. However, it allows to discern two important elements in order to change the views on purchasing cleaning services, elements that concur in getting beyond the mere research of a low price in order to turn to a purchasing practice that would better respect the interests of the different interested parties.

The first element is the involvement of a wide range of players in the tender process and in the monitoring of the service. In fact, the purchasing department is engaged in regular exchanges with site managers, in order to co-construct tools for monitoring and verifying the responsible quality of the services purchased. The strategy considered here is based on the empirical observation that there are divergent interests among the various players in the metropolis: the purchasing department's priority is to optimize expenditure (and therefore to reduce the cost of the service, which inevitably involves a reduction in working time), while site managers expect a quality service, which implies a greater volume of work and a greater level of service monitoring. By bringing these two types of players together, the hope is that they will balance each other out and reach the best possible compromise. The indirect, but expected, effect is to get closer to the "right pace" (which also respects working conditions) and the "right price" (which respects company margins).

*"A cleaning agent's vocation is to always do...the best possible. Whereas a buyer is about the right price, the right quality, the right need. It's a theorem. What we do, since we have 100% professional purchasers trained by us, is work in pairs. In other words, we work with someone who is familiar with the entire field in which we're going to buy, and who plays the role of an expert. Because naturally, when you have a buyer who's involved in a lot of fields, they can't be an expert. If you have an expert (in the working pair), one tends to go up, the other tends to go down. The aim of the game is to come to an agreement." (Purchase manager\_3, April 2022)*

The second element is based on the development of technical selection criteria designed to objectify (or even standardize) cleaning services. This involves the use of scorecards and calculation rules to make work paces visible, and to identify those that may be under- or over- rated. This element complements the first. While it pursues the same overall objective, it is based on a very different legitimacy: while the "balance of requirements" is a deliberative vision, the development of dashboards (based on standards submitted by employers' association) is a legitimate part of technical expertise. The latter appears to be dependent on a specific expert, and some of the tools developed no longer seem to be in use following his retirement.

### **Obstacles, constraints, conflicts and learning processes**

It would be hazardous to call this case a success story. The discrepancy between what was initially planned and reality is significant, which does not take away from the interest of analyzing it.

Five main obstacles were identified:

The first is the difficulty of objectivizing or standardizing services, and therefore of controlling the services purchased beyond the commitments announced. To put it another way, the dashboards and spreadsheets put in place did not make the reality of the work visible. The diversity of the buildings and their uses, and the heterogeneity of the companies' responses, make the use of standardized spreadsheets impractical. As one of our contacts in the responsible public procurement department put it:



*“No, we are really working hard because it was the first time we put in place this tender, we saw that there were bugs, things that were rather difficult to handle and execute in this tender, especially regarding the price of a m<sup>2</sup>. You have to know that we have very different frequencies of interventions on every site and that corridors, offices, breakrooms, were elements that put a thorn in our side... Maybe not so much but **we wanted to standardize frequencies with prices for a m<sup>2</sup> and depending on sites, the frequencies did not correspond with the execution, and so our calculations were distorted.** It made little sites, with lower frequencies, incoherent with the pricing of the m<sup>2</sup>. This was a return, something that we try to improve to stick to the reality of the situation on site. I was talking earlier about in the same time standardizing some sites and also conforming to the expectations of collaborators and managers on sites. [Purchasing manager\_2 November 2022].*

Similarly, there is a feeling that it is not possible to control the volume of hours worked, or the rate at which work is carried out, because there is too great an asymmetry of information between companies and contractors. For example, purchasing department staff admit that *“it's all declarative, in the sense that we ask them for intervention schedules. But given that we have just under 200 sites, it's difficult to really control the number of hours that are actually performed on each site”* [Purchasing manager\_1, November, 2022]. Control mechanisms nevertheless exist (5 full-time employees and the use of opinions from users and site managers), but they do not relate directly to the resources made available (number of employees and hourly volume), only to the perceived result. For example, non-compliance with hourly volumes (a key variable for calculating production rates) is based solely on “impressions”:

*“Afterwards, we have cleaning referents on each site, and they give feedback to our colleagues who oversee the quality of work, who are then able to go to the site if they're under the impression that people are not respecting the hours announced”* [Purchasing manager\_1, 02/11/2022].

This difficulty in controlling the hours performed by maintenance staff is even more acute when it comes to monitoring supervision times (which are an important criterion in the technical score). Some responses to public tenders (in the local authority studied here as in others) announce supervision rates close to 20 or 25%... when the branch's supervision rate does not exceed 5%, thus clearly inflating the promised supervision hours.

These first two limitations are partly due to a third obstacle, namely the centralization of markets. Our interviewees regularly stressed the large number of sites they had to manage. In particular, it emerged that the people in charge of contracting gave a number of sites fluctuating between 160 and 200. This difficulty in providing a precise figure illustrates not only the complexity of the market, but also the relative distance between the department organising the call for tenders and the reality on site. The same relative lack of knowledge was found among political decision-makers, notably due to the incomplete or imperfect information that external audits were able to provide.

*“Outsourcing is a lot less expensive, I don't know why. That's what the audit we ordered said. I don't know, maybe it comes from the staff aging. But we give work to people who are integrating, so it's up to our standards. Maybe there's a gap we didn't see. The audit allowed us to see that businesses who helped workers integrate used it to raise their prices. I can't make up my mind on whether it should be more expensive if there is integration involved. In any case we can't accept to pay more, we have to save 15% because of the rise in energy prices.”* [Metropole and city Public procurement vice president, January, 2023].

The fourth obstacle is budgetary constraints. Public purchasers remain very attached to controlling expenditure, and the willingness to pay more for better working conditions remains limited. The

responsibility borne by the public purchaser remains largely deferred to the service provider, and sometimes even is reduced to allocating a lot for integration companies.

Finally, legal obstacles can also be pointed out. The rules governing tender procedures are perceived as leaving little room for innovative selection criteria. The fear of legal recourse is thus quite prevalent within purchasing departments, who feel that they have done their job correctly, because there is no dispute.

*“Well, we tried with the legal department to define this [abnormally high work paces], but legally it doesn't exist, it has no value. Because it could be in the same case as an abnormally low bid in terms of price, a work rate that we consider abnormally high or abnormally low. But in this case, legally speaking, at least in public procurement, there's no such thing. (...) So, do we have the right to base our bid on an abnormally low price in relation to a work pace? It wasn't coordinated, it wasn't possible.” [Purchasing manager\_2, November 2022].*

Similarly, legal rules prohibiting negotiation between prime contractors and service providers discourage pre-award discussions. Although clarifications are sometimes requested, the responses appear to be very formal, and the technical briefs, particularly those relating to deadlines, are difficult for public authorities to understand:

*“Yes because here we can see huge discrepancies. We have some 200m<sup>2</sup> an hour, and up to 650m<sup>2</sup> ... Are they justified...? In fact, the difficulty that we have is that we have a framework agreement that we cannot negotiate, so once the company has given us their offer, we cannot ask for clarification: ‘why did you start from 240 up to 320, and then down to 199?’*

*Q: Isn't it a 2 turn call for tender?*

*Non, that's not legally possible and this is kind of the problem in fact” [Purchasing manager\_2, janvier 2023]*

Thus, national and European legislation does not seem to play a major incentive role, but rather acts as a constraint in the sense that public procurement rules are perceived as implying a very high degree of explicitness of selection criteria, which limits the service provider's freedom of choice.

## **Outcomes + (expected) impact on work**

For the moment, the experiment is still going on and has not achieved the expected results. The first call for tenders that attempted to follow this approach was, moreover, strongly disrupted by Covid. The second call for tenders is currently being drafted, but it would seem that the idea of standardising services to make prices more comparable has been abandoned...

*“The second point will be the integration of work pace. Will it be included in the offer or not? Do we set a cap on work pace? And so do we include it in the bid evaluation criterion? And is this done by calculation? Is it by means of grids established on the basis of an acceptable or unacceptable work pace? So we have lots of possible scenarios on which we propose an arbitration to really have our guideline. Then there was also the question of harmonizing frequencies, whether to lower frequencies, increase them, etc.” [Purchasing manager\_2, January 2023].*

From the perception of cleaning companies, the willingness to increase the technical part was seen by one of them as real and highlighted as a positive:

*“Once again, local authorities, thanks to our ecosystem: between the Strasbourg Eurometropole, which is putting more and more technical criteria into its public tenders, and which is encouraging a virtuous offer, a rational but nevertheless intelligent implementation of services, I think things are calming down a bit, but I'll be able to give you an answer in a year's time.” [Commercial director Cleaning company-1, April 2022],*

## Resources

### Interviews carried out

Date	Organisation, role
Avril 2022	Purchasing manager Strasbourg metropole_3
Avril 2022	Commercial director of the cleaning company 1
Avril 2022	Technical coordinator of the cleaning company 1, responsible for the cleaning department at the RDE in charge of improving labour conditions
22/11/2022 10/03/2023	Purchasing manager_1 (chief of the Public Procurement departement), Purchasing manager_2 (associate to the Public Procurement Department chief)
10/03/2023	Vice-President of the Eurometropole in charge of public procurement, city elected official, delegate to the finance deputy and vice president of the metropolis for public procurement
10/03/2023	director of the social integration company Head of public procurement commercial contract

Key questions	Traditional perspectives on public procurement	Strasbourg Metropole objectives
How to define the service?	Purchase of a service predefined byidem precise specifications	
What pricing mechanism?	Market / lowest bidder	Construction of "fair price" evaluation tools to define the "right" rates.
How to guarantee quality?	Post-control / penalties	Reinforced controls
What is the perception of the quality of jobs?	Between refusal of interference and CSR justifying a cost...	Support for social integration

## References

- Barnier Frédérique, « Emploi précaire, travail indigne : condition salariale moderne dans le nettoyage », dans revue *¿Interrogations ?* N°12 – Quoi de neuf dans le salariat ? , juin 2011
- Bret, H. (2023). *L'université: un terrain de lutte pour les agents de nettoyage en sous-traitance?*. *Mouvements*, (1), 40-51.
- Bret, H., Serre, D., & Wagner, A. C. (2022). *Le travail de nettoyage en pandémie* (Doctoral dissertation, DARES-Direction de l'animation de la recherche, des études et des statistiques du Ministère du travail, de l'emploi et de l'insertion).
- Clausen, P. A., Frederiksen, M., Sejbæk, C. S., Sørli, J. B., Hougaard, K. S., Frydendall, K. B., & Wolkoff, P. (2020). Chemicals inhaled from spray cleaning and disinfection products and their respiratory effects. A comprehensive review. *International journal of hygiene and environmental health*, 229, 113592.
- Davies, J., & Ollus, N. (2019). Labour exploitation as corporate crime and harm: outsourcing responsibility in food production and cleaning services supply chains. *Crime, Law and Social Change*, 72, 87-106.
- Denis, J. M. (2008). Conventions collectives: quelle protection pour les salariés précaires: Le cas de la branche du nettoyage industriel. *Travail et emploi*, 116(4), 45-56.
- Denis, J. M. (2009). «Dans le nettoyage, on ne fait pas du syndicalisme comme chez Renault!» Implantation et stratégies syndicales dans le secteur du nettoyage industriel. *Politix*, 22(1), 105-126.
- Denis, J. M. (2018). Asseoir la représentation sur la communauté de travail. À la recherche de la communauté perdue dans la branche de la propreté. *Sociologie du travail*, 60(1).
- Devetter, F. X. (2020). Éditorial. Repousser l'âge de la retraite et la méconnaissance des réalités du travail. *Revue française de socio-Economie*, (0), 321-326
- Devetter, F. X., & Valentin, J. (2020). Polarisation et bas salaires: comment sortir certains emplois de l'impasse? Une analyse de la situation des salariés affectés aux tâches d'entretien 1. *Revue de l'OFCE*, (5), 5-38.
- Devetter, F. X., & Valentin, J. (2021). Deux millions de travailleurs et des poussières-L'avenir des emplois du nettoyage dans une société. *Les petits matins*.
- Doumenc, S. (2023). Le renouvellement syndical en quête d'alternative: les ambivalences du recours à l'union organizing dans le secteur du nettoyage en France. *La Revue de l'Ires*, 89-114.
- Dube, A., & Kaplan, E. (2010). Does outsourcing reduce wages in the low-wage service occupations? Evidence from janitors and guards. *ILR Review*, 63(2), 287-306.
- Gallot P. (2021) La sécurité privée modérément affectée par la crise, des taux de marges toujours faibles. *Insee Focus*, n°253.
- Grimshaw, D., Rubery, J., Anxo, D., Bacache-Beauvallet, M., Neumann, L., & Weinkopf, C. (2015). Outsourcing of public services in Europe and segmentation effects: The influence of labour market factors. *European Journal of Industrial Relations*, 21(4), 295-313.
- Jaehrling, Karen (2023): *Buying Decent Work- Public Procurement Strategies for the Improvement of Working Conditions in the European Service Sector. Comparative report of PROCURFAIR- Promoting Decent Work through Public Procurement in in Cleaning and Private Security Services project*

- Kim, J. J. (2021). Violations of the US minimum wage laws: A method of wage theft. *Journal of Economic Issues*, 55(4), 977-998.
- Malochet, V. & Ocqueteau, F. (2020). Gouverner la sécurité publique : Le modèle français face à la pluralisation du policing. *Gouvernement et action publique*, OL9, 9-31
- Mori, A. (2017). The impact of public services outsourcing on work and employment conditions in different national regimes. *European Journal of Industrial Relations*, 23(4), 347-364.
- Nizzoli, Cristina. *C'est du propre ! Syndicalisme et travailleurs du « bas de l'échelle »* (Marseille et Bologne). Presses Universitaires de France, 2015
- Ocqueteau F. (2009), « 4. Ce que la gestion de la sécurité publique fait aux commissaires de police », dans : Didier Demazière éd., *Sociologie des groupes professionnels. Acquis récents et nouveaux défis*. Paris, La Découverte, « Recherches », p. 62-72.
- Ocqueteau, F. (2020), « Private Policing's Expansion in France », in Skogan, W., Maillard, J. de (eds), *Policing in France*
- Ottmann, Jean-Yves, Xavier Baron, et Matei Gheorghiu. « Quand les formes de contrôle contredisent les conditions de l'autonomie dans les services. Le cas d'un prestataire de maintenance multiservice des entreprises (facility management) », *RIMHE : Revue Interdisciplinaire Management, Homme & Entreprise*, vol. 39,9, no. 2, 2020, pp. 79-94. ;
- Paulin, C. (2017). *Vers une politique publique de la sécurité privée ? Réguler la sécurité privée (1983-2014)* (Doctoral dissertation, Université Paris Saclay (COMUE)).
- Péroumal, F. (2008). Le monde précaire et illégitime des agents de sécurité. *Actes de la recherche en sciences sociales*, 175(5), 4-17.
- Perraudin, C., Thevenot, N., Tinel, B., & Valentin, J. (2006). Sous-traitance dans l'industrie et ineffectivité du droit du travail: une analyse économique. *Économie et institutions*, (9), 35-55.
- Puech, I. (2004). Le temps du remue-ménage. Conditions d'emploi et de travail de femmes de chambre. *Sociologie du travail*, 46(2), 150-167.
- Signoretto, C., & Valentin, J. (2023). Quels changements de comportement des employeurs après l'ordonnance travail instituant le barème et modifiant les règles du licenciement ? . *Droit Social*, (6), 544-550.
- Thébaud-Mony, A. (2016). *Travailler peut nuire gravement à votre santé: Sous-traitance des risques, mise en danger d'autrui, atteintes à la dignité, violences physiques et morales, cancers professionnels*. La découverte.
- Thevenot, Nadine (coord.), Geymond, Maé, Perez, Coralie, Perraudin, Corinne, Valentin, Julie et François-Xavier Devetter. (2021). « Entreprise "éclatée" et périmètre de la représentation collective », *Rapport d'études DARES*, n° 9.
- Vincent C. (2022) *Public Procurement and Collective Bargaining*. Country Report: France December.
- Wagner, A., Boislandon, P., Giraudet, C., & Monchatre, S. (2023). Démesure conventionnelle du temps de travail dans le secteur de la sécurité privée. *Revue de droit du travail*, (03), 175-182.
- Zock, J. P. (2005). World at work: cleaners. *Occupational and environmental medicine*, 62(8), 581-584.
- Zuberi, D. (2013). *Cleaning up: how hospital outsourcing is hurting workers and endangering patients*. Cornell University Press.

## List of Interviews

	Date	Organisation
	01/2022	<b>GES</b> - employer representative, security industry, national level
2	02/2022	<b>GES</b> - employer representative, security industry, national level
3	02/2022	<b>CFDT</b> – Trade union, cleaning and security industry, national level
4	03/2022	<b>CFDT</b> – Trade union, cleaning and security industry, national level
5	04/2022	<b>CGT</b> – Trade Union, security industry, national level
6	01/2022	<b>CGT</b> – Trade Union, security industry, national level
7	01/2022	<b>FEP &amp; FARE</b> – employer representative, national level (2 persons)
8	04/2022	Public Purchaser, local level
9	02/2022	Public Purchaser, regional level
10	10/2023	<b>FEP &amp; Fare</b> – employer representative, national level
11	02/2022	<b>CGT</b> – Trade Union, security industry, national level
12	04/2022	<b>FO</b> – Trade Union, cleaning industry, national level
13	09/2022	<b>CNT</b> - Trade Union, cleaning industry, national level

14	05/2023	In-house cleaner_1
15	05/2023	In-house cleaner_2
16	10/2022	Consultant
17	03/2023	Cleanliness and Hygiene of Premises Department (Resources and Purchasing Department), Head of the Operations Department, Rennes Métropole Hotel

18	05/2022	Security/safety manager officer (SM), Hired by the MUCEM since 2020 and site manager for the security company in charge of the contract since 2013 and until 2020). He is now a MUCEM’s employee as the manager of the security contract
19	05/2022	Site manager, employee of the security company
20	05/2022	Purchasing manager for the MUCEM (PM) employee of the MUCEM
21	05/2022	sales representative of the security service provider company
22	05/2022	Team leader (TL)
23	05/2022	Area manager (AM1)
24	05/2022	Area manager (AM2)
25	05/2022	Security officers (SO)

26	03/2023	Deputy on the Cadarache site, Purchasing department manager
27	04/2023	Deputy, safety and security manager
28	05/2023 & 06/2023	SSCT Chairman, Social and economic work council deputy
29	06/2023	Logistics manager
30	06/2023	Retired, Formerly elected to the CHSCT and extended CHSCT, local trade union branch secretary
31	06/2023	Retired, formerly elected to staff representative to the establishment committee of the CEA and formerly to the administration council

32	04/2022	Purchasing manager Strasbourg metropole_3
33	04/2022	Commercial director of the cleaning company 1
34	04/2022	Technical coordinator of the cleaning company 1, responsible for the cleaning department at the RDE in charge of improving labour conditions
35	11/2022 03/2023	<b>Purchasing manager_1 (chief of the Public Procurement departement),</b>
36	11/2022 03/2023	Purchasing manager_2 (associate to the Public Procurement Department chief)
37	03/2023	Vice-President of the Eurometropole in charge of public procurement, city elected official, delegate to the finance deputy and vice president of the metropolis for public procurement
38	03/2023	director of the social integration company, Head of public procurement commercial contract