

ORIGINAL ARTICLE

The need for guaranteed social and labour compliance clauses in public contracts: An approach to the Spanish case

Ricard Calvo Palomares*, Enric Sigalat Signes, Juli Aguado Hernández

Universitat de València, Valencia, Spain

ABSTRACT

The work provides the contributions of an empirical study recently carried out by the University of Valencia (Spain) in collaboration with the Generalitat Valenciana (Regional Government). The work is mainly based on a qualitative methodology using in-depth interviews open to experts in the field (specifically 13) and on the presentations of renowned speakers at the 12th Economy Week of Alzira (Valencia), to which a content analysis was applied. Based on the results obtained and the multidisciplinary academic literature (labour relations, sociology, public administration and social responsibility), the debate concerns the feasibility of public administrations establishing, among their contracts for the procurement of works, services and supplies, some clauses that seek to ensure legal compliance in socio-labour matters of subcontracted companies with their workers. This question raises a new vision of a topic of current relevance and is a clear commitment to improvement of the health of organisations that would also affect labour relations.

Keywords: public procurement; social responsibility; social clauses; public administration; social and labour guarantees

1. Introduction

Public Administrations (hereinafter, PAs) are no strangers to the reality of a globalised world, nor to economic or health crises, and are accustomed to the burgeoning requirements of social and political movements and organisations. In this sense, corporate social responsibility practices (hereinafter, CSR), such as social clauses, represent an important change in the role played by PAs as guarantors of values such as development, sustainability, the environment, responsibility or transparency. According to Gyori (2021), these issues reflect the important role of public procurement in promoting social equity and justice. By way of clarification, when we refer to PAs (Public Administrations), we mean any level of public service management (local, provincial, regional or national).

In effect, PAs are an economic agent of exceptional importance, so that responsible social stipulations allow the generation of a commitment on the part of organisations to the social development of the community in which they operate. However, there is still considerable leeway for the voluntary nature of their application, so control mechanisms may be necessary after the contracts are awarded to check on compliance with

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*CORRESPONDING AUTHOR

Ricard Calvo Palomares, Universitat de València, C/Serpis, 29, Valencia 46022, Spain; Ricardo.Calvo@uv.es

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the requirements set out.

The work thus raises a fundamental question. How sufficient is the commitment required by the PAs to ask companies bidding for their tenders to be up to date with their tax and social security obligations or to sign a commitment to comply with the law? Would it be feasible to include a guarantor of the social and labour compliance of the contracting companies?

On this basis, and considering that studies on social contract clauses in the public sphere are still scarce, from a multidisciplinary perspective that includes sociology, labour sciences, social responsibility and the study of public policies, this is an initial exploratory study, the basis of the emerging project of the Generalitat Valenciana.

Based on the outcomes from research underway at the University of Valencia, the debate focuses on the feasibility of PAs setting out, in their contracts for the procurement of works, services and supplies, some social clauses designed to ensure legal compliance in socio-labour affairs of subcontracted companies with their workers, to offset the current situation of continuing loss and impoverishment of their working realities.

This question posits a novel vision of a currently relevant issue and shows a clear commitment to improving the health of organisations, which would have repercussions on labour relations. It would be an element of assurance at source of compliance with socio-labour obligations, seeking to break the current dynamics of the chain of wage cuts, contractual limitations, reductions in leave and working hours, etc., in many of the public services provided through outsourcing and/or tendering.

As this is an exploratory study, the decision was taken to use a qualitative methodology that allows primary information gathering on the subject. Open and in-depth interviews were held with key informants, experts in the field—socio-labour auditors with training in labour relations, law and economics, human resources managers, officials from the most representative unions and members of the Valencian government—and the compiled speeches of prestigious speakers at the debating table, “The importance of socio-labour clauses in public procurement”, at the 12th edition of the Alzira Economy Week (Valencia). All of them have served as a space for interaction and as an instrument for collecting information that has been analysed through discourse content analysis.

2. Corporate social responsibility in Public Administrations and its economic and social potential

CSR is a management, investment and behavioural process of organisations with performance assessment and incentive devices that prioritise the social dimension (Chaves and Monzón, 2018) in their relationship with both internal and external stakeholders that entails a new way of managing their outsourcing in the economic, social and environmental areas (Melle Hernández, 2014)¹.

The benefits of implementing CSR in companies are considerable, given the economic boost

¹ One of the most consensual definitions of CSR appears in the European Commission’s *Green Book*, which understands it as follows (Carneiro, 2004; Server Izquierdo and Capó Vicedo, 2009; Sánchez-Calero Guilarte et al., 2011; Aguado Hernández, 2013; Bernal, de Nieves Niet, Briones Peñalver, 2014, and Chaves and Monzón, 2018): *the voluntary integration by companies of social and environmental concerns in their business operations and in their relationships with all their interlocutors, going beyond their compliance [with legal obligations] by investing “more” in human capital, the environment and the relationships with interlocutors.* (CCE, 2001, p. 7).

provided by its contribution to (Aguadero Fernández, 2010; Andrecka, 2017; Mendoza Jimenez et al., 2019):

- the advancement of knowledge,
- relations with business partners,
- reputation,
- risk control and the improvement of competitive advantages as a differentiating factors.

From this starting point, although it is not possible to speak of a new business, economic and social paradigm, the implementation of CSR can be one instrument among others which, although with a limited scope, can be effective in providing solutions for collaboration between companies, PAs and society in the search for alternatives for economic growth (Aguado Hernández, 2013). In other words, CSR can facilitate a change of model (Server Izquierdo and Capó Vicedo, 2009; Fernández Daza, 2011) that takes into account, as stated by the European Commission: “the responsibility of companies for their impact on society” (Comisión Europea [CE], 2011, p. 7).

In this sense, CSR has evolved in line with the theses of Porter and Kramer (2006, p. 92) regarding stopping thinking in terms of “corporate social responsibility” and beginning to do so in terms of “corporate social integration”, where companies are part of the issue, but not the centre, as administrations and society are also responsible. In fact, many definitions of social responsibility do not use the term “business”, but rather the more general term “corporate”, as it is no longer a matter only of the business world (Cueto, 2014; Cueto et al., 2014; Jaehrling, 2015).

It has become a management model that is transversal to the public, traditional private and third sector (Chaves and Monzón, 2018). It has become part of public sector practices (Melle Hernández, 2007, 2014; Canyelles, 2011; Bernal, de Nieves Nieto, and Briones Peñalver, 2014) with different terms such as: public social responsibility (Ruiz-Rico, 2014), public corporate responsibility (local) (Cueto et al., 2014), public institutional responsibility (González Sotelo and Naranjo Africano, 2015) or social responsibility of the public sector or PA (Melle Hernández, 2007, 2014).

It should be noted that studies on CSR in the public sphere are still scarce (Navarro et al., 2010; Cueto et al., 2014), although among others, we can highlight Navarro et al. (2010) and Nevado Gil et al. (2013) in relation to local administration (Bernal, de Nieves Nieto, and Briones Peñalver, 2014).

2.1. Economic role and responsibility of Public Administrations

Citizens may think, in this sense, that precisely due to the public interest pursued by PAs (Congreso de los Diputados [CD], 2006; González Sotelo and Naranjo Africano, 2015; Semple, 2017), socially responsible management in them would not be required, as it would be implicit in their very activity, with the result that until recently, CSR was uncommon in this area (Melle Hernández, 2014). However, beyond doing things well from a regulatory and efficiency standpoint, complying with the rules, we are referring to how to act responsibly regardless of whether or not there is a legal obligation to do so (Ruiz-Rico, 2014). In other words, we are talking about the way in which policies are implemented, in a qualified and sustainable way, providing values in their activity such as transparency, understandable and adapted information, greater attention to citizens,

ethically, in dialogue with interest groups, etc. (Canyelles, 2011; Canovas García and Mateos García, 2014; Melle Hernández, 2014; Bernal, San-José, and Retolaza, 2019).

From this starting point, the actions of the PAs can have several types of impact in the economic-labour sphere, depending on the distribution of social welfare provision that they favour, bringing about a positive balance in a social (and labour) and environmental sense.

Indeed, on the one hand, PAs are an economic agent of exceptional importance, both in the employment sphere and in the management of their own funds, or as an investor in areas of preferential interest (CD, 2006). In this sense, they have a significant influence on the different institutions and social organisations, including their stakeholders (González Sotelo and Naranjo Africano, 2015). Their actions thus have significant economic, social, environmental, labour and reputational impact (Canyelles, 2011; Melle Hernández, 2014). In this line, the works of García (2013) and the impact generated by social clauses in public procurement as new instruments for promoting employment at the local level are interesting, or those of McCrudden (2004), whose works explain the impact of the use of public procurement to achieve social outcomes, or the international study carried out by Lynch, Harland, and Walker (2019), who advocate taking advantage of social contracting to generate public value through community benefit clauses.

But, on the other hand, this work becomes more transcendental and must acquire the character of “exemplary” (Estrategia Española de Responsabilidad Social de las Empresas [EERSE], 2014, p. 22), since its functions are aimed at providing services to satisfy the common and collective interest of citizens (CD, 2006; Melle Hernández, 2007; Bernal, de Nieves Nieto, and Briones Peñalver, 2014; Martín-Ortega and Methven O’Brien, 2017).

PAs are no strangers to the reality of a globalised world, or economic crises such as the one experienced in 2008, but must interact in a social, economic and environmental environment that they must respect and improve. To this end, they must be increasingly efficient and innovative in their services, in responding to the challenges, demands and concerns raised, especially in a society frequently beset by political and financial scandals (Grigorescu, 2007; Canyelles, 2011; EERSE, 2014; Von Sikorski, 2018).

PAs are also accustomed to the growing requirements of social and political movements and organisations, as well as the users of services. Citizens of the 21st century are increasingly calling for changes towards a relationship based on their recognition as subjects of rights and an ethical, transparent and sustainable management, not limited to the basic formal application legal norms. They also demand greater power for the population in the face of discontent, mistrust and disaffection with the public sector (Canyelles, 2011; Bernal, de Nieves Nieto, and Briones Peñalver, 2014; González Sotelo and Naranjo Africano, 2015; Ruderman, 2017; Von Sikorski, 2018)².

More specifically, in the case of the local public sector, PAs are an area of immediate competence due to its knowledge and proximity to the territory, citizens and interest groups. From this position,

² In this sense, although the *Spanish Strategy for Social Responsibility 2014-2020* does not explicitly specify CSR in the PAs, it presents a conceptual framework for the same (EERSE, 2014, p. 22): *These organisations provide services to citizens and must therefore be increasingly efficient in their activity, as they interact in a social and environmental environment that must be respected and improved, while ensuring the professional development and occupational wellbeing of public employees. For all these reasons, Administrations, insofar as they are organisations, must apply to themselves the same criteria that inspire the concept of social responsibility and do so in an exemplary way.*

and given their importance and experience in the promotion and development of cooperation spaces, as umbrella organisations for local agents and intermediaries with higher administrations, they can play an important role in the implementation of CSR for economic and social development, and environmental issues in their area and in the relationships with their interlocutors and their environment, as well as in their own management systems (Cueto et al., 2014; Melle Hernández, 2014; Savina, 2016).

3. Responsible actions of Public Administrations

Among the specific measures that public authorities can take in this matter, two broad lines of action stand out. On the one hand, the generation of a favourable environment for CSR strategies through regulatory actions and promotion, encouragement, dissemination and support in the sphere of companies and other public and private organisations (Fox et al., 2002; CD, 2006; Canovas García and Mateos García, 2014; Boschetti, 2017; Ferrucci and Picciotti, 2019). But, on the other hand, they must also pay attention to their own operation and model, leading by example through a commitment to it, incorporating these requirements in their management as a tool for strategic planning that goes beyond their obligations, and this both in its internal and external dimension through socially responsible actions, being increasingly efficient and effective in the provision of services to citizens that generate economic, social and environmental impact³.

Regarding their own commitment to CSR, as indicated, the PAs are increasingly integrating these principles into their own ordinary management systems for public affairs, developing different policies and instruments in the matter, responding to the social demand and the recommendations of the EU Commission (Comisión de las Comunidades Europeas [CCE], 2001; CE, 2011) and the Spanish Parliamentary Subcommittee (CD, 2006), in line with the evolutionary logic of management models towards good corporate governance systems (Canyelles, 2011; Melle Hernández, 2014; Cueto et al., 2014; Rodriguez-Fernandez, 2016).

In the case of “internal” CSR, the human relations of organisations “from within”, we are talking about the approach to human resource management from a CSR perspective. Workers are the interest group or stakeholders closest to the core of the organisation (Carneiro, 2004; Raufflet et al., 2012) and the human resources area is where ethical issues can frequently arise, so its management is a key tool for the integration of ethics in its daily operations (Ruiz Otero et al., 2012). This new vision leans towards the articulation of adequate mechanisms of communication, knowledge management, teamwork and management of social capital, etc.; that is, of the key factors for social adherence to the business project and the achievement of competitiveness (Carneiro, 2004; Raufflet et al., 2012; Ferrucci and Picciotti, 2019).

Among others, from the point of view of their internal conditions, they must (Aguado Hernández, 2013):

- Maintain decent working relationships that respect the reconciliation of family and work life.
- Ensure equal opportunity practices.

³ This duality of action channels can be observed, among others, in the following texts: Melle Hernández (2007, 2014), Navarro et al. (2010), ORSC (2011, 2014), Raufflet et al. (2012), Aguado Hernández (2013), Bernal, de Nieves Nieto, and Briones Peñalver (2014), Canovas García and Mateos García (2014), EERSE (2014), Ruiz-Rico (2014).

- Include integration of people with difficulties (disability, social exclusion, long-term unemployed, etc.) through inclusion projects, favouring their hiring or limiting outsourcing.
- Likewise, attending to health and safety, quality training and employment, and facilitating their participation.

4. Public procurement

In the external sphere, the potential of administrative contracting in the socio-economic area is undeniable (Fuentes i Gasó and Juncosa i Vidal, 2018), and very important, especially in the regional and local scope. On this issue, taking into account criteria of a social, ethical and environmental nature can certainly make specific public policies for labour promotion effective and contribute to achieving greater social cohesion (Díaz, 2019).

As consumer agents and managers of services to the population, PAs can also carry out CSR practices in relation to their suppliers, complementing the voluntary self-regulation by companies on actions that affect collective public goods. These can be developed either directly, imposing minimum rules accepted by all interest groups, or indirectly, through their administrative contracting, consumption and purchases from suppliers (Observatorio de Responsabilidad Social Corporativa [ORSC], 2011) by means of social clauses whose main goal is the pursuit and achievement of an objective social purpose (Larrazabal, 2011).

In this sense, by the inclusion of stipulations and requirements in public contracts for services, agreements, purchases and supplies or works commissioned from companies that certify ethical minimums of labour and environmental management or that comply with real CSR measures (economic, social and environmental) that extend, in turn, to the entire production chain. Above all, now that the degree of outsourcing of services management by the administrations is very high and the trend is that it is increasingly so (CE, 2008; Consejo Estatal de Responsabilidad Social de las Empresas [CERSE], 2011; EERSE, 2014; Melle Hernández, 2014; López et al., 2019). This would be one of the issues identified as strategic for the Observatory of Social Responsibility (ORSC, 2011).

Many of the benefits of these stipulations for the collective interest (and for the different social agents) have been analysed with great empirical contribution in works by authors such as Lesmes (2010), who ultimately points out that social clauses can generate a virtuous circle of great impact. This author notes that if public administrations require bidders to comply with certain social and environmental standards, there would be competition between companies to comply with them and even improve them in order to finally be awarded the contract(s). Along these lines, the works of García (2013) point out that social clauses in public procurement are instruments for promoting employment at the local level which, in addition, encourage respect for labour rights (Martin-Ortega and Methven O'Brien, 2017), with the ultimate aim of community (Lynch et al., 2019) and social benefit that has not often been evaluated (Halloran, 2020).

From this perspective, these principles and objectives of a social nature are not at odds with the requirements of administrative contracting of free competition, maximum transparency and non-discrimination, but rather they are something licit and profitable economically and socially, not forgetting their exemplary effect. The introduction of social responsibility guidelines in the exercise

of their actions improves efficiency in public procurement but, above all, taking into account that each time a contract is awarded there are social consequences such as the impact on the market and employment can contribute to producing greater social and environmental benefits, both local and global, achieving financial savings (products with better energy efficiency), environmental, health and social achievements, local innovation, improvement of the image and legitimation of the public, etc. (Canyelles, 2011; ORSC, 2011; Aguado i Hernández and Pérez, 2020).

4.1. Regulatory framework

These social clauses have a normative and jurisprudential framework applicable to any Spanish public administration that introduces these stipulations in its administrative procurement processes.

The commitment to and regulation of matters related to CSR and ethical, social and environmental aspects in public procurement have been evident in Spain directly or indirectly for more than a decade⁴, following the recommendation in this line of the Parliamentary Subcommittee on the subject (CD, 2006; ORSC, 2011; Cueto et al., 2014; Ruiz-Rico, 2014). This regulation acts as a reference for what concerns public sector contracts and in that particularly referring to social clauses and reference criteria.

The normative base of Spanish legislation on the issue transposes the Community legislation⁵ which, in turn, refers to compliance with the Europe 2020 Strategy. This European regulation is the point of reference from which the study question proposed undoubtedly sets out. This promotes transparency in public contracting and includes social and environmental clauses, configuring them as special conditions for execution of the contract or as criteria for evaluating offers, taking into account the creation of employment, parity, the hiring of people with special job placement difficulties or environmental commitments of the successful bidders. All this, always in relation to the subject of the contract (ORSC, 2011; EERSE, 2014; Melle Hernández, 2014; Aguado i Hernández and Pérez, 2020). And even more so considering that compliance with labour content standards is not a mere policy of social responsibility, as indicated in recital 97 of Directive 2014/24, but also constitutes conformity with minimum standards in the scope of free competition (Martínez Fons, 2009). At the state level, Law 2/2011, of March 4, on Sustainable Economy, marks the beginning of CSR in the Public Administrations. It acknowledges that they will maintain Social Responsibility policies and states that accountability must be implemented through the publication of CSR or sustainability reports. (Bernal, de Nieves Nieto, and Briones Peñalver, 2014; Ruiz-Rico, 2014). The relevance of these reports is verified in the local authorities (Navarro et al., 2010; Bernal, de Nieves Nieto, and Briones Peñalver, 2014)

But it is Law 9/2017, of November 8, on Public Sector Contracts (LCSP), that has led to the implementation of mechanisms that allow the use of the economic capacity of the PAs to also achieve objectives of social and general interest, such as the promotion of stability and quality in employment, encouraging effective equality between men and women, social responsibility, reconciliation of personal, work and family life and the insertion of disabled people, etc.

⁴ Since entry into force of Law 30/2007, of October 30, on Public Sector Contracts.

⁵ Directive 2004/18/EC of the European Parliament and Council, of March 31, 2004, on Coordination of Procedures for the Award of Public Works, Supplies and Services Contracts; or Directive 2014/24/EU of the European Parliament and Council of February 26, 2014 on public procurement.

To this end, along with the “contracting reservations”, the legal figure of the “social and environmental clauses” stands out, which can be included both when designing the award criteria, as qualitative criteria to assess the best value for money, or as special conditions of execution. All this, always for the sake of “greater and better efficiency in the use of public funds” to facilitate “access to public procurement for small and medium-sized enterprises, as well as social economy enterprises.” (art. 1, LCSP).

Along the same line, in the Valencian autonomous region, according to art. 11 of Law 18/2018, of July 13, of the Generalitat Valenciana, for the promotion of social responsibility (LFRS), these policies must lead “to a public management model that encourages joint responsibility among all actors with a system of participatory governance”.

Regarding the incorporation of social responsibility clauses in Valencian public procurement, the LFRS, in art. 12 urges their use “as a strategic instrument to incorporate social, environmental, ethical, and transparency criteria into the procurement documents ...”.

According to both regulations, social and environmental clauses can be introduced as elements of assessment at different moments in the phases of the public procurement process: in the choice of the object, in the determination of the technical specifications and contractual parameters. As a prerequisite in the criteria for admission and selection of the companies that may contract (for example, by scoring the commitment to hiring workers with labour insertion difficulties). Or as an element of assessment in the awarding of the contract (for example, by requiring experience or technical solvency in the contracting of vulnerable groups) and also as an inherent obligation in its execution clauses (e.g. hiring a certain number of people in a situation of social risk) (ORSC, 2011; EERSE, 2014; Aguado i Hernández and Pérez, 2020).

Other examples may be improvements in working conditions or training plans given to personnel who have to execute the contract; their subrogation before the change of awardees; the application and maintenance of the conditions of the most beneficial collective agreement; compliance with regulations on occupational health and safety, with a specific verification procedure for the Risk Prevention Plan or certifications in this regard; prevention of penalties for non-compliance with labour regulations; inclusion of principles of gender equality and inclusive language both in development of the project and in its execution; and criteria of territorial proximity, among other notable examples (Aguado i Hernández and Pérez, 2020).

In the European Union, there are different experiences in the issue. Belgium has included social stipulations for some public procurement contracts for goods and services since 2001 in order to promote the social inclusion of vulnerable groups. French contract regulations authorise the incorporation of social and environmental provisions, and bid selection guidelines related to sustainable development and environmental quality. This is also the case in other countries such as Austria, Denmark, Finland, Germany, the Netherlands, Sweden or the United Kingdom, which have introduced environmental clauses in their public procurement (McCrudden, 2006). As noted by Semple (2017), through European directives, there are numerous possibilities for contracting authorities to take into account considerations related to compliance with labour legislation, commercial conditions and social inclusion. But at the same time, the EU has expanded its international commitments in the field of public procurement, although working conditions and labour standards vary widely between countries and sectors (Römer et al., 2021). However, as has

been stated, this work addresses the reality of the Spanish case.

Following Hermosilla (2019), the current regulation on the matter allows entities belonging to the public sector a great opportunity to contribute effectively through their contracting activity. This is no trivial matter. Following the works in the European context carried out by Schulten et al. (2012), they indicate that the great economic importance of public procurement gives the public sector significant market power that can be used tactically not only for economic purposes but also for political ends, such as achieving a more equitable society with a greater degree of social cohesion.

5. Why a social guarantee clause for socio-labour compliance? Is presuming it not enough? Methodological foundation

5.1. A topical issue

Notwithstanding this normative base, there are still considerable voluntary spaces for the application of these clauses by PAs (Ruiz-Rico, 2014; Hermosilla, 2019). On the contrary, the Observatory of Corporate Social Responsibility (ORCS, 2011) points out that control mechanisms should be established in public contracts—public aid—to verify compliance with the established requirements.

We are currently witnessing a process in which public procurement has been falling into the hands of large corporations, with decision-making centres far removed from the work centres, which have won public tenders. Construction, public works or cleaning, surveillance, security and medical transport, among others, have become common scenarios into which these large companies have diversified their services, accessing public tenders and winning them in many cases.

Over time, this has resulted in a visible loss of job guarantees as an element of competitiveness. There are highly conspicuous examples of this, such as the strike at Barcelona's El Prat airport in summer 2017 by employees of the company Eulen-Seguridad, given the conditions to which the workforce was subjected. Another more recent and significant one due to its scope is the strike in the catering service in the cafeteria of the Presidency of the Government (Moncloa) for non-payment of wages on Friday, September 13, 2019, day of the Council of Ministers. But there are many more cases that illustrate this situation, such as those shown in **Table 1** as an example.

That is why the proposal of this research concerns whether it would be possible to consider social clauses to ensure labour compliance: would it be a possible reality or an unattainable utopia? At first glance, it might seem like a rather simple question, as the approach that all companies must comply with the minimums established in the labour legislation seems clear, since, as indicated in their name, they are mandatory “minimums”. But unfortunately, reality shows us a situation in which the theoretical approaches are not fulfilled in many cases.

As mentioned, we have witnessed a progressive devaluation of working conditions that has been largely aggravated in the processes of contracting and subcontracting public services, where compliance with the signed contracts has led to a real and very considerable decrease in the labour rights of the group of workers affected by these processes, often with practices that border on illegality.

So, do we need an indicator of compliance with the existing labour framework that gives us

Table 1. Labour disputes of public subcontractors

Date	Professional profile/sector	Irregularities/demands	Company	Administration	Location	Source
April 17	Cleaning	Non-payment of wages, working conditions, jobs elsewhere	KLE Servicios Integrales	Son Llàtzer and Joan March public hospitals (IB-Salut)	Baleares	elmundo.es, 20–25/04/2017
August 17	Security guards	Labor conditions	Eulen Seguridad	AENA-El Prat Airport	Barcelona	elpais.com, 24/07/2017; cincodias.elpais.com, 03/08/2017; elconfidencial.com, 06/08/2017; publico.es, 31/08/2017
August 17	Security guards	Refusal to equalize working and economic conditions	Itunion Seguridad	AENA-El Prat Airport	Barcelona	elpais.com, 24/07/2017; cincodias.elpais.com, 03/08/2017; elconfidencial.com, 06/08/2017; publico.es, 31/08/2017
August 17	Visitor service	Labor conditions, low wages	Serveis Educatius Ciut'art	Barcelona Museums (Barcelona City Council)	Barcelona	elpais.com, 17/08/2017; 20/10/2017; sindicatosut.org, 16/08/2017
November 17	Construction workers	Salaries below the agreement	Not indicated	Municipal Transport Company (EMT) Madrid City Council	Madrid	elmundo.es, 22/11/2017; 01/03/2018
December 17	Security guards	Non-payment of wages and breach of agreement	Marsegur, Sinergias de Vigilancia y Seguridad, Seguridad Integral	Ministry-entirety of Employment and Social Security	Canarias, Ciudad Real	infolibre.es, 03/12/2017
February 18	Security guards	Salaries below the agreement	Novo Segur	Ministry-entirety of Defense	Varias CCAA	infolibre.es, 23/02/2018
June 18	Slaughterhouse workers meat industry	Illegal assignment of workers	Work Man ACP	Mercavalencia (Valencia City Council)	Valencia	valenciaplaza.com, 01/06/2018
March 19	Security guards	Breach of agreement	Sinergias de Vigilancia	State Foundation for Labor Training	Varias CCAA	infolibre.es, 30/03/2019

Table 1. (Continued)

Date	Professional profile/sector	Irregularities/demands	Company	Administration	Location	Source
April-19	Road maintenance service	Breach of agreement	Alvargonzález Contratas	Gijón City Council	Asturias	lavozdeasturias.es, 05/04/2019
May 19	Cleaning, assistants, visitor services	Non-payment of wages, working conditions	Expertus Multiservicios, Magmacultura	Picasso Museum Foundation	Barcelona	sindicatosut.org, 28/05/2019
August 19	Sanitary transport	Breach of agreement	Emersan	Government of Castilla and León	Salamanca	salamanca24horas.com, 09/08/2019
August 19	Security guards	Labor conditions	Trablisa	AENA-El Prat Airport	Barcelona	elperiodico.com, 06/08/2019; lainformacion.com, 10/058/2019; cuartopoder.es, 22/08/2019
August 19	Security guards	Non-payment of wages and Social Security	Ombuds	Metro Madrid and Municipal Transport Company	Madrid	elperiodico.com, 02/08/2019; cuartopoder.es, 13/08/2019, 22/08/2019
August 19	Highway employees	Safety improvements and salary equalization	Aucalsa	Huerna Highway (AP-66)	León and Asturias	cuartopoder.es, 22/08/2019
August 19	Fuel dispensers	Labour conditions	Spanish Intoplane Services	Madrid-Adolfo Suárez Barajas Airport	Madrid	cuartopoder.es, 22/08/2019
September 19	Sanitary transport	Breach of agreement - Precariousness	Asistencia Sanitaria Malagueña	Junta de Andalucía	Málaga	laopiniondemalaga.es, 31/09/2019
September 20	Restoration service	Non-payment of wages	Dulcinea Nutrición	Presidency of the Government (Moncloa)	Madrid	lavanguardia.com, 12/09/2019; abc.es, 29/07/2020; elpais.com, cuartopoder.es, 13/09/2020
September 20	Sanitary transport	Breach of agreement	UTE Ambulancias Cuenca	Government of Castilla-La Mancha	Cuenca	abc.es, 09/09/2020

Table 1. (Continued)

Date	Professional profile/sector	Irregularities/demands	Company	Administration	Location	Source
September 20	Visitor service	Abuses in the working day and unpaid wages	MagmaCultura	Sacred Family	Barcelona	elperiodico.com, 25/09/2020; elpais.com, sindicatosut.org, 26/09/2020 *
February 20	Train operators	Lack of security due to poor management in the maintenance of the trains and the track		Mallorca Railway Services (SFM)	Baleares	elmundo.es, 19/02/2020 *
May 20	Sign language interpreters	Non-payment of salary, without ERTE and without unemployment, due to contract suspension	Tangram Geriformación, Marcos Bailón	Public Agency for Education (APAE), Ministry-entirety of Education, Junta de Andalucía	Andalucía	eldiario.es, 20/05/2020; cgtaeducacion.org; 17/03/2020 *
June 20	Doctors	Work without registration with Social Security and without a contract	Transamed	Madrid Health Service	Comunidad de Madrid	publico.es, 29/06/2020 *
August 20	Education and visitor service	Temporary hiring in “legal fraud”	Serveis Personals Transversals FCLP	Catalunya-La Pedrera Foundation. Government of Catalonia	Catalunya	elpais.com, 03/08/2020 *
September 20	Cleaning, ambulances and kitchens and cafeterias	Working conditions, insecurity in the face of COVID-19	Not indicated	Osakidetza-Basque Health Service	País Vasco	ccoo.eus, 30/09/2020 *

Table 1. (Continued)

Date	Professional profile/sector	Irregularities/demands	Company	Administration	Location	Source
September 20	School transportation, canteens and cleaning services	Lack of security against COVID-19	Various companies	Basque Government Department of Education	País Vasco	cadenaser.com, 11/09/2020 *
October 20	School canteens	Lack of security and personnel	Various companies	Basque Government Department of Education	País Vasco	cadenaser.com, 20/10/2020 *
February 21	Cleaning	Breach of the provincial hospitality agreement	Eulen S.A.	Parador de Alcalá de Henares	Paradores de Turismo de España	cincodias.elpais.com, 02/02/2021; eldiario.es, 04/10/2021 *
March 21	School canteens	Wage gap	Not indicated	Schools of Barcelona, Generalitat de Catalunya	Catalunya	cadenaser.com, 15/03/2021 *
April 21	Public lighting operators	Violation of the right to strike	UTE Bilboko Argiak	Bilbao Public Lighting, Bilbao City Council	Bilbao	cadenaser.com, 12/04/2021
May 21	Visitor service	Non-payment of wages	Osventos Innovación en Servicios SL	Ethnological and Cultural Museum, Barcelona	Barcelona	sindicatosut.org, 15/05/2021 *
June 21	Cleaning	Working conditions, low wages	Ferrovial Servicios	Guggenheim Museum, Solomon R. Guggenheim	País Vasco	ecuadoretxea.org, 11/06/2021
September 21	Cleaning	Working conditions, lack of security in the face of COVID-19	Not indicated	Osakidetza Health Centers-Basque Health Service	País Vasco	ccoo.eus, 23/09/2021 *

Table 1. (Continued)

Date	Professional profile/sector	Irregularities/demands	Company	Administration	Location	Source
September 21	Forest fire extinguishing service	Labor conditions	Not indicated	Junta de Castilla and León	Castilla and León	leonoticias.com, 08/09/2021 *
October 21	Cleaning	Labor conditions	Clece	Municipal offices of Torrelavega	Torrelavega (Cantabria)	eldiario.es, 14/10/2021, 30/10/2021 *
October 21	Technical staff for social integration	Labor conditions	SAMU, Fepamic, Osventos, Marcos Bailón	Public Agency for Education (APAE), Ministry-entity of Education, Junta de Andalucía	Andalucía	eldiario.es, 19/10/2021 *
October 21	Drivers	Illegal assignment of workers	Ballester y Covamur	Municipal Transport Company (EMT) Valencia City Council	Valencia	economiadigital.es, 29/09/2021; valenciaplaza.com, lasprovincias.es, 20/10/2021 *
October 21	Emergency service workers	Hiring in “law fraud”	ILUNION, FERROVIAL	Emergency Service 061 and 112, Malaga	Andalucía	facebook.com/cgtemergenciasandalucia, 31/10/2021 *
November 21	Cleaning	Wage gap	Sodexo	University of Deusto, Bilbao	País Vasco	eldiario.es, 09/11/2021 *
November 21	Workers in temporary shelters for foreign minors	Breach of the collective agreement and dismissals	RED TEAM CYBER WARFARE SL	Emergency Medical Assistance Services (SAMU), Ceuta	Ceuta	elforodeceuta.es, 02/11/2021 *

Source: Authors.

Note: * pandemic context

assurances of the same? In this sense, and as an attempt, we formulate another question: to what extent would it be viable, convenient or even necessary to have a social clause that would guarantee organisations' social and labour compliance with their workers? In this line, there are control instruments. And the socio-labour audit is a proposal as real as it is feasible. Perhaps the tool to make this process effective already exists and what you have to do is implement it, make it effective.

5.2. Methodological foundation

As this is an initial exploratory study, the decision was taken to use a qualitative methodology that allows first-hand information gathering from different key informants.

To this end, we interviewed 13 experts in the field directly or indirectly (**Table 2**). Specifically, six Social Graduates, Lawyers and Economists who hold professional offices and who carry out their activity as socio-labour auditors—members of CEAL (Spanish Association of Socio-Labour Auditors)—two Personnel Managers in PAs (one local and one in a public company dependent on a regional administration), a Deputy Inspector of Labour and Social Security, two representatives of the most representative unions at the regional and national level and an expert Consultant in PAs. In turn, a meeting was also held with the General Directorate of Employment of the Generalitat Valenciana to gain first-hand knowledge of the process initiated by the Valencian government on the issue.

These were experts of recognised prestige, with interest, closeness, capacity and even pressure on the subject, with extensive training and theoretical-practical experience of it, as the result of their technical-professional activity. In this sense, their knowledge of the subject is primary, not mediated, with the character of accurate and conclusive judgements (Jones and Hunter, 1995; García and Fernández, 2008) necessary to constitute the structural pattern of the object of study.

Following Vallés (1999, p. 178), the art of conversation that we learn naturally in the course of the socialisation process, “constitutes the best basis for learning the techniques of any kind of professional interview”. The interview technique was an important methodological instrument in the research, and especially for a double objective: on the one hand, it served as a space for interaction with each of the interviewed subjects and, on the other hand, as a data gathering instrument. Ortí (1989, p. 171) points out that in order to be explained, social facts are recorded, classified and structured. To be understood, the discourses are analysed and interpreted. This was the methodological approach followed by analysing the discourse content of the professionals consulted⁶.

Regarding the structure of the interview, it was divided into the following blocks for subsequent treatment and analysis of the information based on the formulated approaches:

- Current social clauses (present situation)
- The future of social clauses: need, challenge or commitment? (future projection)
- Social clauses of labour responsibility, compliance with labour law, are they possible? How? In what way? Who? Pros and cons (arguments for and against)

⁶ The discourse of the professional people consulted in the research is assigned a code in the text in such a way that the interviewees who express the different opinions can be clearly recognised.

Table 2. Coding of interviews carried out

Interview code	Profile interviewed
E-1	Social graduate, holder of a professional office and who work as socio-labor auditors (associated with CEAL)
E-2	Social graduate, holder of a professional office and who work as socio-labor auditors (associated with CEAL)
E-3	Social graduate, holder of a professional office and who work as socio-labor auditors (associated with CEAL). Head of the CEAL Training Commission
E-4	Social Graduate and Lawyer, holder of a professional office and who exercise activity as socio-labor auditors (associated with CEAL)
E-5	Lawyer, owner of a professional office and who exercises activity as socio-labor auditors (associated with CEAL)
E-6	Economist, owner of a professional office and who works as social and labor auditors (associated with CEAL)
E-7	Chief of staff in local Public Corporation, city council
E-8	Responsible for the workers of the public administration (public company of a Commonwealth of Municipalities)
E-9	Deputy Inspector of Labor and Social Security
E-10	Most representative union representative at the regional and national level
E-11	Most representative union representative at the regional and national level
E-12	External consultant expert in Public Administration
E-13	Representative of the General Directorate of Employment of the Generalitat Valenciana, government of the Valencian region (Spain)

Source: Sample selected from the list provided by CEAL (Spanish Association of Social and Labour Auditors) and the Directorate General of Labour of the Generalitat Valenciana.

Table 3. Coding of the speakers at the discussion table

Interview code	Profile interviewed
P-1	General Director of Coordination of Social Dialogue of the Generalitat Valenciana (Government of the Valencian Community, Spain)
P-2	President of CEAL (Spanish Association of Socio-Labor Auditors)
P-3	General Secretary at AA.PP. (Local Corporation), and representative of the General Council of COSITAL (Professional Association of Secretaries, Controllers and Treasurers of local Administration)
P-4	Director of the Chair in Collaborative Economy and Digital Transformation at the University of Valencia, and expert in public procurement
P-5	Director of the Local Development Agency, Local Corporation

Source: Authors

To complement this, the speeches of the five prestigious speakers at the discussion table were compiled, “The importance of socio-labour clauses in public procurement” at the 12th edition of the Alzira Economy Week (Valencia), held on 18 February, 2020⁷ (**Table 3**).

This technique consists of a non-reactive, non-obtrusive and non-interventionist procedure that affords maximum neutrality. The discourses come already prepared at the hands of the researcher who does not interfere in the construction of the original text, so their preconceptions do not influence the nature of the data obtained, although they do in their transformation from text to “data”, in the conversion of these materials in data consistent with the researched problem (Angell and Freedinan, 1987; Domínguez and Coco, 2000).

Moreover, in both techniques, the knowledge on the subject is analysed by expert personnel, with extensive training and theoretical-practical experience of it, as a result of their technical-professional activity in the society-territory in which they operate. In this sense, their knowledge of the subject is first-hand, not mediated, with the character of accurate and conclusive judgements (Jones and Hunter, 1995; García and Fernández, 2008) necessary to constitute the structural pattern of the object of study.

6. Main results

Once the information collected from both the interviews held and from the aforementioned discussion table was analysed, they noted the following key factors, which are listed in **Table 4**.

1. The first great outcome that we would highlight from the information gathering carried out is the fact that all the interviewees coincide in pointing out the viability of having a social clause in the public contracting and subcontracting processes that allows those companies (organisations) that comply with the labour legality to be seen. This coinciding vision is evidenced in the following quotes from most of the interviews:

“... At the present time we should not consider it as a possibility, but rather we should talk about it as a need, as it is more than necessary ...” (E-1)

“... From our union, last month we asked the President of the Generalitat Valenciana himself to introduce or at least assess the viability of introducing social clauses in public contracts that would guarantee, at least, the working conditions of the reference agreement in those companies that the Administration subcontracts, so you can see we are quite clear about it...” (E-10)

“... If we already have precedents, quality or environmental certificates are already valued in some cases, they have become common conditions in many of the subcontracting processes that we have attended, why couldn't the same be done with the question of labour legality? Eh? ...” (E-4)

“... It would be very good if the PAs outsourced to companies that comply with the labour rights of their workers ... in fact it would often make our work easier...” (E-7)

“... There are—or have been—real atrocities in outsourcing, so everything that serves to clarify the process will be warmly welcomed...” (E-9)

⁷ <https://www.idea-alzira.com/semana-de-la-economia-alzira>

Table 4. Key factors obtained and object of analysis

Key factors	Key issues
Feasibility and current need	<ul style="list-style-type: none"> – Have social clauses in public contracting and subcontracting processes. – The need for public procurement and its regulations to privilege principles of a social nature over those of free competition.
Certification process requirements	<ul style="list-style-type: none"> – The need to find a methodology that allows guaranteeing that a certain organization complies with labor laws and regulations and allows us to certify its suitability. – The possibility that the Socio-Labor Legality Audit could be the tool or at least a starting point to take into account in this process.
Official recognition (validity)	<ul style="list-style-type: none"> – That the certification has an official recognition.
Public commitment	<ul style="list-style-type: none"> – The necessary involvement and commitment of the public powers (both political and technical) for the implementation of the socio-labor clauses is important. – Public Administrations must promote and defend public procurement at the service of the common good. In short, be an example for the rest.
Certifier requirements	<ul style="list-style-type: none"> – There is an urgent need to rethink an accreditation and certification body of the proposed process.
Social recognition	<ul style="list-style-type: none"> – The certification should be issued by an entity with recognized authority and prestige. – The question that arises is: what organization can issue a reliable, valid and recognized by all in the matter of law compliance document? – Social awareness campaigns for the promotion of social clauses in public procurement by Public Administrations. – There is great ignorance both in society and in the group of professionals specialized in the subject.
Real implementation	<ul style="list-style-type: none"> – Real implementation of the process and the importance of its use. Wide consensus around the idea that once started it should be used, otherwise all the effort made will have been for nothing.

Source: Authors

“... Ensuring labour legality, that is, its compliance, is something non-negotiable, which we should not doubt or question in any way ...” (E-9)

“The introduction of responsible guidelines in their actions improves efficiency in public procurement ...” (E-13)

“How do the PAs know that the companies they contract comply with workers’ rights and obligations?” (P-1)

“... We cannot maintain a system with workers at different levels, first class workers in large companies, second in companies and third in subcontractors ...” (P-2)

From what is argued here by the professionals interviewed, there is an underlying need for public procurement and its regulations (governed by principles that guarantee the transparency of outsourcing processes) to give precedence to principles of a social nature such as those proposed over the tenets of free competition still in place. The relevance of influencing the use of social clauses can promote the development of active employment policies, as this kind of contracting means that social, ethical and environmental aspects are added to the consideration of “typical”

criteria such as value for money.

2. As a second aspect highlighted by the interviewees, in addition to the viability of said clauses, we note the need to determine a process to follow for their accreditation; that is, the need to find a methodology that allows to state—with guarantees—that a certain organisation is complying with labour law or not.

As we see reflected in subsequent comments, it is not about inventing anything that may already exist, but rather it would be necessary to take advantage of the work that may have been done so far. Reviewing all existing methods and determining their potentialities. Even articulating a process of verification and improvement of some of them. The aim would be to define some minimum prerequisites that these clauses would require, which would allow us to determine which process could best fit. This process would thus call for previous reflection⁸:

“... There have been similar examples already; all the specifications that have included similar social clauses come to mind. I remember one at the Madrid City Council two years ago, as soon as Manuela Carmena took over at the Mayor’s Office ...” (E-1)

“... It’s about providing continuity, expanding and complementing what has been required so many times in public tenders, regarding being up to date with social security dues and financial debts, which was justified with a certificate from TGSS and the Tax Agency ...” (E-3)

“... It is necessary to look for processes that provide real guarantees that labour law is complied with, otherwise it will be of little use ...” (E-5)

“The labour inspectorate does not have the operational capacity to control this entire process ...” (P-2)

“... importance of public procurement being able to control who it contracts with” (P-3)

“Are the criteria applied sufficient, or even efficient?” (P-4)

Among the comments made in this regard, we highlight two that point directly to the importance of having an accrediting certificate with official validity:

“... And how is this certificate obtained? It will be necessary to determine a process for that certificate to be valid, what would make no sense would be if any certificate were to be considered good. You need to ensure that the certificate that is issued has acknowledged prestige and, above all, social recognition...” (E-6)

“... Any old certificate isn’t enough! ...” (E-3)

“... A declaration of responsibility could be understood as sufficient, an aspect that should subsequently be verified by the PAs. We are committed to a model that guarantees prior compliance and not just having to wait for its possible subsequent verification...” (E-2)

⁸ As noted at several points throughout the text in the comments made by some of the interviewees, CEAL—Spanish Association of Socio-Labour Auditors—has been working since the mid-nineties on a tool called Socio-Labour Legal Audit which, through the review of 15 determined risk areas (1. Formal obligations of the entity and its workers; 2. Legal relationship of partners, administrators and executives with the entity; 3. Labour hiring; 4. Contractors and subcontractors; 5. Professional classification and functional mobility; 6. Working hours, breaks and permits; 7. Wages and salaries; 8. Social Security; 9. Geographical mobility; 10. Substantial modification of working conditions; 11. Suspensions and terminations; 12. Health and safety at work; 13. Legal representation of workers; 14. Pending contentions; 15. Gender equality), reveals the degree of labour compliance of an organisation and allows us to certify its suitability. This highlights the availability of instruments and methodologies that must be taken into account.

Among the comments, we highlight the possibility that the Socio-Labour Legality Audit could be said tool or at least a starting point to take into account, a tool that has been in operation since the nineties.

“... The path is started (referring to the existence of the social and labour audit of legality as a method), so we simply have to give it the appropriate form and develop it ...” (E-2)

In this sense, we point out the prior and initial ignorance—except for the socio-labour auditors—of the existence of a tool such as SLA that could well be the instrument that would allow the accreditation of labour compliance of organisations to be operationalised⁹.

3. A third aspect of great consensus among the agents consulted is the need for this process to have a certain official recognition. So it would be necessary to advocate its official validity. The interviewees expressed this as follows:

“... Without explicit recognition by the public administration, everything we are talking about makes no sense ...” (E-4)

“... The process must be validated, otherwise it will end up like so many other things; with willpower alone we achieve nothing...” (E-6)

“... Of course, we have to go one step further and specify, and I also believe that the time is right for it, because the Government, at least ours (the Valencian), is ready and willing...” (E-11)

Where there is not much consensus among the people interviewed is the question of whether this proposal seeking official validity would necessarily involve its declaration as mandatory. In this regard, five quotes can be highlighted that perfectly exemplify this approach, as everything that is obligatory itself gives rise to some resistance:

“... Obligatory? I’m not really sure myself if that would be the solution. Everything that is compulsory ends up generating a certain rejection and becoming a red-tape procedure for companies ...” (E-6)

“... For us, if it were mandatory, it’d be much better; it could take a lot of work off of our hands ...” (E-9)

“... What seems quite clear is that if it is mandatory, it will be applied; if it is voluntary, it is taken up with great enthusiasm, but little by little it gets pushed aside ...” (E-4)

“... Even if it isn’t compulsory by law, if it is included in the tender specifications and gives a positive score or a penalty, why not? The companies are bound to use it ...” (E-3)

“... We’ve had the debate on the obligatory nature of the socio-labour audit many times at CEAL and we have never reached any unanimous agreement ...” (E-2)

“... Some voluntary clauses and others mandatory ...” (P-3)

4. Based on what has been stated so far, it seems clear that one of the elements that are positioned as essential for the achievement of the implementation of these clauses is the necessary involvement and commitment of the public powers (both political and technical). The following comments went in this direction:

⁹ Lack of knowledge that was already revealed in research carried out in 2012 and 2014 (Aguado Hernández, 2013).

“... The people who have to be mentally aware of that are the politicians, as they are the ones who decide at the end of the day; the technicians are quite clear about it, at least I think so ...” (E-8)

“... The commitment of public administration is more than necessary, both to promote it and to maintain it ...” (E-3)

“... It seems that the commitment of the Valencian Government is clear in this sense; we will see how it really ends up, but at least the will is there...” (local public administration human resources manager)

“... Political actors have to be able to know what their role is and what to do about it ...” (E-10)

“... You need to talk to the decision-makers and, if necessary, convince them ...” (E-4)

“It needs to be made clear that these principles and objectives of a social nature do not go against the requirements of administrative contracting in terms of free competition, maximum transparency and non-discrimination, but rather they are something legal and profitable economically and socially, not forgetting their exemplary effect ...” (E-13)

“It’s an issue of social responsibility, both of companies and of the Generalitat as PA...” (P-1)

“The need to incorporate socio-labour clauses into public procurement so that not only the price is taken into account.” (P-5)

To the arguments put forward by the professionals interviewed, it should be added that public contracts are not only a means for the supply of goods or services under the most advantageous conditions for the administration. Currently, through public procurement, the public powers extensively carry out a policy of intervention not only in the political-economic sphere, but also in the social. Social and environmental criteria are accepted and reaffirmed by the Community institutions, and, therefore, the PAs have to promote and defend public procurement at the service of the common good. And it is also the responsibility of the administration to promote an exemplary economy for the entire economic fabric for the benefit of the collective and which guarantees quality services, based on social respect, environmental friendliness, ethics and decent work.

5. As a complement to all this, another aspect to consider, in addition to determining a process to obtain the certification, is who can issue the certificate, which would allow an organisation to accredit said compliance. The need therefore arises for the presence of an accrediting body (certifying agency) and certifying entities.

6. Although, ultimately, it would be advisable for this validity to be granted by a PA, the qualification of professionals or professional entities for certification could be issued by an entity with recognised authority to be able to accredit those who certify.

In this sense, it would be possible to articulate a process to determine the requirements of those professional entities—corporate or individual—that could issue said certificates. The need for this framework is clearly reflected in the following excerpts from the fieldwork carried out:

“... In all this, the difficulty is always the same: How valid is a certificate? ... Well, as valid as the parties want it to be, of course ... And what does that mean? That if we issue a certificate, but its validity is subsequently not acknowledged, it won’t be much use...” (E-2)

“... Regarding what we mentioned before about which certificate would be valid ... You need to specify at precisely, because it’s sort of the same as being a consultant; what is being a consultant? Who can be a consultant? ... Anyone

can be or say that they are; giving advice is easy, another thing is what kind of advice or whether you need a specific degree... So, if anyone can issue this certificate, it will not be worth anything, as it will not be considered important or valid ...” (E-4)

“... Possibly the quality model might have to be copied, maybe not copied verbatim, but taking it as a reference. I think it would be necessary to look for someone to play the role of ENAC—accrediting the auditors and then the auditors themselves with their seals to certify that they have applied the process and the companies comply with it. I understand that this process could be supervised by CEAL or CEAL and the General Council of Colleges of Social Graduates, given their previous experience in the matter. ...” (E-2)

7. But how is validity to be granted to the certificate? Although the need for official acknowledgement by some public administration seems clear, we cannot ignore the consequent need for the social recognition necessary for this type of process. The knowledge of its existence, usefulness and the benefits it provides becomes an element of great added value. Social awareness raising campaigns should be held to publicise the need for it, to make it known, as there is great ignorance both among society in general and among the group of professionals specialising in the issue. This would respond to the growing requirements of movements and social and political organisations for changes towards a relationship based on ethical, transparent and sustainable management.

That is why administrations in general have a primary role in promoting social clauses through public procurement, and to this end, the efforts and cooperation between administrations must be combined, sharing knowledge and experiences, based on the necessary interdisciplinarity:

“... Ultimately, it is as I have read in some of your texts or have ever heard you say, the socio-labour audit is a demonstration, a picture of that company that is socially responsible ...” (E-4)

“... Making it known thus calls for both an advertising campaign and what the Valencian government is doing, promulgating a law on the matter ...” (E-8)

“... What would be interesting would be if it was not something fait accompli, in other words, that one day we come up against it as a set of specification and nobody knows how to deal with it, as usually happens, but if instead we could set out minimum guidelines that allow us to do things properly ...” (E-5)

“It’s a workhorse for the future, hopefully not too far off ...” (P-4)

8. Finally, there is a broad consensus around the idea that once it is put in place it has to be used, otherwise all the effort made will have been of little use (unfortunately, there are examples in this sense in public administration).

Some of the comments cited below lean in this direction:

“... But what you have to make sure is that once the whole process is underway, it is actually used, that is, that it is included in the bidding specifications, tender documents, etc. ... and is therefore appropriately valued ...” (E-2)

“... Then, politically, it has to be promoted, and included in the public tenders and in the specifications, because if all the effort is made and then the politicians in their fiefdoms can’t be bothered ... it would be too much ... although in public administration anything can happen, we’ve seen worse things, for sure ...” (E-7)

In this sense, there are also some considerably more negative views:

“... I see it as conceptually feasible, in other words, where there’s a will there’s a way, although I have my doubts, because what I see as more complicated is putting it into practice ...” (E-1)

“... Let’s wait and see if in the end we are able to put it into practice ...” (E-6)

To close this results section, all that remains is to endorse the ideas presented in the theoretical framework of the article in the sense that the PAs are bodies that must assume their commitment to social and occupational responsibility towards their environment. And in this regard, it is of great importance that those entities that participate in their contracting and subcontracting provide real guarantees of compliance with their workers, thus avoiding situations that we have experienced in recent years and which reveal the opposite situation. The CSR of the PAs must be demonstrated reliably in the requirement that they apply in their procurement processes.

7. Initial project conclusions

The inclusion of social clauses in public procurement processes is a process that is not without difficulties, but it can have effects on society in a fairly broad sense and from different perspectives. It is a strategic commitment of the PAs—commitment to the social—that brings them closer to their surroundings and represents an important change in the role that administrations play as guarantors of values such as development, sustainability, the environment, responsibility or transparency.

In this sense, and in view of what has been stated throughout the text, it can be stated that:

1. First of all, it is not a trivial topic. We are talking about a concept linked to occupational health and wellbeing, which would allow those organisations that do comply and can demonstrate it to emerge and become visible and which, therefore, contributes to improving the health and wellbeing of their workers.
2. As a second line of conclusions, that it is a position that has broad benefits (transparency, guarantees of compliance, improvement of working conditions, etc.) in different scopes (both from inside the organisation and from outside) and for different actors with direct benefits for organisations—public and/or private—that can obtain public concessions, but also in an intermediate way for workers—an assurance that their company meets the labour minimums—and for those outside stakeholders (PAs related to the issue, customers and suppliers, society in general, etc.) with indirect interests in its application.
3. Thirdly, a conducive context to carry it out can also be developed, both in the political, social and professional scope. There is a political commitment, such as the one recently rolled out by the Valencian government or the one that many city councils have been applying individually, where this commitment to the social and occupational by extension is clearly manifested. At the same time, there is a growing social demand that calls for improvement in the management of public affairs and involves the application of criteria of transparency and commitment to the social issue, with demands for compliance with social aspects and assurances of the same. Likewise, from a professional standpoint, there have already been previous attempts to show these labour guarantees, so their degree of usefulness could be assessed. Moreover, there are tools available, such as the socio-labour legal audit.
4. Finally, what should be done is to get down to work, starting with the simplest tasks:

raising awareness of the need for the inclusion of mechanisms for subsequent control of labour compliance with social clauses in public contracts, through awareness campaigns, communication and dissemination); and, gradually, designing and determining a process for its implementation and the relevant requirements.

Based on the above, it is important to study the feasibility of the PAs establishing social clauses that seek to ensure legal compliance in socio-labour matters by the companies subcontracted with their staff. This would reduce the current situation of loss and permanent impoverishment of their working realities. We therefore propose a methodology that initially combines a theoretical review of the state of the art with a technical-legal assessment of its possible application (Aguado et al., 2022).

This first stage should give way to a later phase in which action-participation (based on PAR methodologies) takes centre stage, and where the actors involved in this process (PAs, expert auditors, jurists, social actors, professional associations, etc.) can put forward and validate this proposal. From this perspective, we set out from methodological plurality through the combination of different instruments for collecting information: semi-structured interviews, surveys, and conducting work groups.

To this end, an analysis of how organisations could accredit compliance with their socio-labour obligations is considered necessary. The proposal is to take into account the work already carried out by the Spanish Association of Socio-Labour Auditors (CEAL) with its tool for the socio-labour audit of legality, or with its proposal for the future linked to labour compliance and the possibility of it becoming an ISO certification. In fact, the process to do so, in which CEAL will have a decisive role, is already underway, as it has been commissioned to set up the committee of experts to prepare the draft of the standard.

Likewise, a key element of the project is contact with entities that support the project. To do so, in addition to the collaboration with CEAL mentioned, the project has the support of COGRASOVA (College of Social Graduates of Valencia), the Diputació de València (through its Department of European Projects and Innovative Services) and DIVALTERRA (dependent public company of the Diputació de València).

The support of these entities validates the viability, usefulness and social projection of the project, as it shows that it is not mere theoretical research, but that it already proposes a very prominent focus on intervention and the search for practical application of the results. We hope to advance the work in the future and, in a second moment, based on these conclusions, establish analyses and comparisons with other countries.

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