Europeanization through procedures and practices? The implementations of the Telework and Work-related Stress Agreements in Denmark and UK.

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Abstract

In this paper, we will examine the implementation of the EU inter-professional level Framework Agreements on Telework and Work-related Stress, the first two non-legally binding EU inter-professional level Agreements to be concluded, in Denmark and the UK. We will assess the two Agreements and their implementation from a procedural and a substantive perspective. The first point we will argue is that the implementation of the Framework Agreements via their national ‘procedures and practices’ implementation clause is problematic on the grounds that many states do not have clear national ‘procedures and practices’, that national ‘procedures and practices’ are constantly shifting in any case, and also that national Social Partners are likely to choose implementation routes consistent with the issue and content of the Framework Agreement rather than a reading of national ‘procedures and practices’. Secondly, we will argue that the Framework Agreements are likely to affect limited substantive change in member states. This is due to the limited interest that national actors often have in the topic of the Framework Agreements, the tendency for the topics addressed by the Framework Agreements to have been previously regulated at the national level, and the generally modest content of the Agreements. Finally, we will assess the future prospects of the EU inter-professional level social dialogue.

Introduction

The European Framework Agreements on Telework (2002) and Work-related Stress (2004), the first two European inter-professional Framework Agreements to be implemented via ‘the procedures and practices specific to management and labour in the Member States’, represent milestones in European governance. Rather than being backed by legally binding EU Directive as the first three Agreements that arose out of the European Social Partners’ procedural right to conclude EU collective agreements were (Parental Leave (1995), Part-time Work (1997), and Fixed-term work (1999)), the Agreements on Telework and Work-related Stress are non-legally binding and are to be implemented by the European Social Partners’ national affiliates.

The legally binding Framework Agreements of the 1990s inspired a great amount of academic writing (Jensen et al; 1999, Keller, 2003; Falkner et al, 2005). Two distinct schools emerged that adopted different perspectives on the potency of the European Social Partners’ right to conclude European collective agreements. The Euro-optimists assumed the position that the process was deeply significant from a procedural angle (Jensen et al, 1999; Falkner, 1998), and that the output of the process added key new substantive rights to national systems (Falkner, 2005). The Euro-pessimists were rather less sanguine. This school highlighted the limited quantitative output (Keller and Bansbach, 2001; Keller, 2003) of the procedure, the likelihood that the Agreements would not add significantly to national-level rights and the formidable structural and political barriers to the conclusion of Framework Agreements at the European level.

1 Under articles 136 to 140 of the Social Protocol annexed to the Maastricht Treaty in 1991, the European-level Social Partners were granted to procedural right to conclude EU-level collective agreements. These Agreements could then either be implemented via the first route of implementation ‘in accordance with the procedures and practices specific to management and labour and the member states’, or through the second route that foresaw implementation as EU Directive via Council decision.
In a definitive 2005 empirical study of the implementation of six Social Policy Directives, Falkner et al at least appear to have slain the myth that the Framework Agreements on Parental Leave and Part-time Work failed to improve at all on the quality of national level rights. By unearthing that in the great majority of cases EU Social Policy Directives led to the alteration of national law to improve social rights, the authors conclusively demonstrated that EU Social Policy Directives such as those on Parental Leave and Part-time Work did add, at least to some extent, new rights to national systems. Sceptics might add that this victory has been rendered pyrrhic by the turn towards legally non-binding European Framework Agreements. The concern of many (Keller, 2003; Branch, 2005) is that Framework Agreements implemented via the first route will be implemented in a sporadic fashion as a consequence of their non-legally binding form.

Our Approach

In this paper, we will discuss the prospects of the non-legally binding Framework Agreements on Telework and Work-related Stress affecting change in the European member states. This study is based on extensive primary research of the implementation of these Agreements in Denmark and the UK. Before we proceed, it is important to state that the units against which we benchmark the effects of the Agreements on Telework and Work-related Stress are the legally binding Framework Agreements of the 1990s. This is necessary given that the non-legally binding Agreements have replaced the Directive-backed Agreements as the primary modes of EU-level Social Partner regulation, and the comprehensive data that exists on the Agreements of the 1990s will also make comparison easier. Our view is that an analysis of the Framework Agreements on Telework and Work-related Stress necessitates a two pronged approach. This approach will consist of a focus on the procedural and substantive aspects of the Agreements and with close reference to the procedural and substantive achievements of the legally binding Framework Agreements of the 1990s.

The procedural dynamics of the legally-binding Framework Agreements of the 1990s were not complex. Whilst in a state such as Denmark the implementation of legally-binding EU Agreements put a degree of strain on traditionally voluntarist social partner governance (Falkner et al, 2005), in the majority of states the Agreements were simply incorporated into national law and immediately assumed erga omnes effect. From a substantive angle, the record of the Framework Agreements of the 1990s is more ambiguous. Both criticized and lauded at various points (Streeck, 1994; Falkner, 1998) for their potential to improve employment rights at the national-level, the work that Falkner et al (2005) have carried out would now suggest that the degree of substantive value the Agreements contributed to national systems was considerable.

The analysis of the procedural and substantial dynamics of the Framework Agreements on Telework and Work-related Stress that we will carry out takes place in the shadow of these developments then. As modes of EU Social Partner governance that have been substituted for Agreements implemented via the second legally binding route, it is subsequently reasonable to benchmark the dynamics of the Telework and Work-related Stress against those that they have replaced.

The procedural analysis of the Telework and Work-related Stress Agreements that we will conduct is based on an interrogation of the 'procedures and practices specific to management and labour in the member states' implementation clause. This is the key procedural specification by which the Agreements must be implemented. In the absence of legal backing, this clause represents the sole criterion by which EU-level actors may insist on the national implementation of their Agreements. Without the existence of the national 'procedures and practices' clause, the Agreements on Telework and Work-related Stress would assume the status of entirely voluntary agreements, in turn subject to whatever form of implementation national affiliates saw fit. It is thus crucial that the 'procedures and practices' implementation clause is both viable and respected at the national level, and our paper will discuss the extent to which this is the case.
We will also scrutinize the substance of the Framework Agreements on Telework and Work-related Stress. The issue of the quality of the content of the Framework Agreements is crucial. Should it be concluded that the Agreements on Telework and Work-related Stress offer a dubious level of added value to national actors, then not only would this betray a weak EU-level instrument, but it would also severely impair the extent to which national systems had been ‘Europeanized’ via the EU-level Framework Agreement, thus undermining part of the rationale for EU-level collective agreements.

Our Argument

Our argument in this paper is two pronged. Firstly, we will offer a critique of the national ‘procedures and practices’ implementation clause. It is our contention that implementation via ‘the procedures and practices specific to management and labour in the Member states’ is a problematic implementation clause. This is especially so when compared to the second implementation route, that offers legal backing of the Framework Agreements, their subsequent incorporation into national law, and complete coverage of national workforces. Several factors lead us to believe that the national ‘procedures and practices’ implementation clause is fragile. The first is that many states have very youthful or under-developed national ‘procedures and practices’ that relate to national confederal-level social dialogue. One such example is the set of eight central and eastern European states that acceded to the European Union in 2004. In these states, national and sectoral social dialogue is typically at a point where the identification of national ‘procedures and practices’ becomes highly arduous, this being a consequence of the young social dialogue structures that are apparent in these states. There is also the case of a state such as the UK. In the UK, traditions of national-level social dialogue are meagre at best, and implementation via national ‘procedures and practices’ is likely to inspire ad hoc policy responses as a result of this lack of tradition.

It is also true that national labour markets are in a constant state of flux (Hyman and Ferner, 1998; Marginson and Sisson, 2004), and that implementation via national ‘procedures and practices’ is thus an implementation clause that is likely to be the subject of differing national interpretations, even in those states where there are traditions of national-level social dialogue. The ongoing reform of national labour markets over the past few decades is well known (Hyman and Ferner, 1998), as are the complex range of ‘soft’ and ‘hard’ tools used to regulate national systems (Marginson and Sisson, 2004). We do not deny the institutional differentials that characterize national systems, yet in many cases the complexity inherent in these systems are likely to inspire multiple interpretations of their various properties, and implementation via national ‘procedures and practices’ subsequently becomes an implementation clause that is likely to be subject to divergent readings.

It is also possible that interpretations of national ‘procedures and practices’ will vary in relation to the topic and content of the European Agreement. Our research uncovered that national actors were often inclined to decide on an implementation route consistent with the issue addressed by and content of the European Agreement, rather than one based on a reading of national ‘procedures and practices’. Implementation may become contingent upon the relationship between existing national regulation and the substance of the European Agreement then, this being a further factor that puts strain on the national ‘procedures and practices’ implementation clause.

Our second line of argument concerns the substance of the Telework and Work-related Stress Agreements. We contend that, at least in the cases of Denmark and UK, the European Agreements on Telework and Work-related Stress only inspire a limited amount of interest from national actors, in many cases are viewed as addressing somewhat peripheral issues that are already effectively regulated at the national level, and are sometimes viewed as overtly weak to offer comprehensive solutions to the problems that they address. This second aspect of our argument will be heavily intertwined with the first aspect, for, as illustrated above, it appears that a modest level of interest in the EU-level Agreements encourages lacklustre debate as to the constitution of ‘national procedures and practices’, which in turn encourages a drift towards ad hoc implementation strategies. One reason for this limited degree of interest is that in many cases regulation of the topics already exists at the national
level. It thus appears that the European Agreements are of questionable relevance to national agendas given that many of their provisions are already in place.

Methods

Our study is based on twenty-nine semi-structured research interviews with representatives from Social Partner organizations and public authorities in Denmark, UK, and the European level, conducted between September 2006 and March 2007. The details of the organizations may be found at the front of our paper. The data gathered from these interviews was then fully transcribed and coded.

The implementations of the Telework and Work-related Stress Agreements in Denmark and UK

In the UK, both the Telework and Work-related Stress Agreements were implemented as non-legally binding guidelines. This involved the UK Social Partner organizations CBI, TUC, CEEP UK, and FPB\(^2\) meeting and drafting texts at events that were facilitated and hosted by the DTI.

In Denmark, the Social Partners at the various sectoral levels were afforded the opportunity by the inter-confederal Social Partners DA, LO, AC and FTF to implement the Telework Agreement on their own terms. This was done in the local Government, State, Industrial and Commerce sectors. In those sectors in which the Telework Agreement was not implemented, a DA-LO 'follow-up' collective agreement was concluded in 2006 to apply to them.

The Danish sectoral Social Partners were also given scope by the inter-confederal Social Partners to implement the Work-related Stress Agreement through their own sectoral Agreements. This was done in the local Government, State and Industrial sector. However, the Work-related Stress Agreement will not be the subject of a DA-LO 'follow-up' collective agreement but will instead be the focus of a promotional campaign.

I National 'Procedures and Practices'

As we stated in our preliminary argument, there are various reasons why we doubt the viability of the national 'procedures and practices' implementation clause. The first lies in the existence of a significant body of states where national 'procedures and practices' are either amorphous or in their infancy. As representatives from the EU-level Social Partners acknowledged, this is the case in those eight Central and Eastern European states that acceded to the European Union in 2004. A ETUI interviewee stated that in countries such as Poland, Hungary and Czech Republic procedures had to be invented in order to implement the Telework Agreement, and a reading of the EU-level Social Partners' report on the implementation of the Telework Agreement confirms that, in the absence of established and integrated social dialogue structures in these states, a range of innovatory methods were used to implement the Telework Agreement.

Indefinite national 'procedures and practices' for social dialogue are also apparent in the UK, and the study of implementation that we conducted in the state revealed this. As is well documented in the literature (Hyman and Ferner, 1998), there are no, or at the most very few, traditions of national level social dialogue in the UK that cover the whole of the private labour market. An abortive incomes policy involving the CBI and TUC was attempted in the 1970s, yet was derided by contemporaries and subsequent commentators as 'beer and sandwiches at number ten'. Bargaining takes place between employers and unions at the national sectoral level in areas of the public sector, yet industrial relations in the UK is largely characterized by decentralized relations between management and unions where there is a trade union presence. There are thus no discernible national 'procedures and practices' involving all of the UK parties that were signatory to the European Agreements on Telework and Work-related Stress.

\(^2\) FPB were only involved in the UK implementation of the Work-related Stress Agreement
Our UK interviewees stated unequivocally that there were no clear precedents for national level dialogue in the UK. A TUC official contrasted the UK's voluntarist tradition with the more integrated structures that existed in other European states, whilst CEEP UK and CBI interviewees noted that there were no UK national 'procedures and practices' involving all of the parties whom implemented the Telework Agreement in the UK. This lack of established national 'procedures and practices' led to ambivalence over the implementation means specified by the Agreements, and, in the absence of acknowledged national 'procedures and practices', ad hoc implementation options were considered by the UK Social Partners, some of which were partly justified with reference to pre-existing arrangements. The TUC's preferred implementation of the Telework Agreement was via national collective agreement and, in the light of this, a TUC spokesman cited the precedent of the 2002 UK Social Partner Framework Agreement on Information and Consultation. Alternatively, a CBI official identified the informal dialogue that CBI conducted with TUC as an example of regular association that the organizations had prior to the implementation of the Telework Agreement in the UK, and mentioned a report issued by the parties on skills and productivity years earlier. These precedents were advanced cautiously however, and the UK implementations of the Telework and Work-related Stress Agreements engaged in a highly tentative manner with the national 'procedures and practices' implementation clause of the two Agreements, and demonstrate the potential pitfalls of implementation via national 'procedures and practices' where these are far from evident.

A second objection to the national 'procedures and practices' implementation lies in the capacity of modes of national labour market regulation to constantly change, even in those states where there are more integrated national and sectoral social dialogue structures. The data that we collected revealed this concern to be pertinent in various ways. One is the belief of the EU-level employer associations UNICE and UEAPME that a pedantic reading of national 'procedures and practices' will burden national Social Partners, and that the benchmark is unsuitable, given the propensity of national actors to choose different tools for different issues.

Our study of implementation in Denmark illustrates the conditions in which national 'procedures and practices' become difficult to interpret, even in a state where there are traditional social dialogue structures. In Denmark, we found that there is a discrepancy between the sectoral level, where 'procedures and practices' are easier to identify, and the Danish national level, where 'procedures and practices' are rather more arduous to identify. Our trade union interviewees at the Danish sectoral and cartel levels were unanimous in identifying 'procedures and practices' in their sector as constituting collective agreements, regardless of the issue that was at hand. Sectoral employer organizations broadly concurred with this definition of sectoral 'procedures and practices', but were also keen to point out that the appropriate tool for managing the European Agreement could vary with regard to the topic and content of the European Agreement (DI, KL).

This relative consensus broke down at the Danish inter-confederal level. Of particular note is the long running dispute between the Danish employers' confederation DA, and the Danish trade union confederation for professional employees, AC. In this case, AC regarded an inter-confederal collective agreement between themselves and DA as the most fitting way of implementing the Telework Agreement in Denmark. This rationale was advanced on the grounds that both parties had signed the Telework Agreement at the EU-level, and that subsequently an agreement between the parties should be concluded to implement the Agreement in Denmark. DA countered this by asserting that since there was no tradition of DA-AC collective agreements in Denmark, then such an Agreement would not be consistent with Danish national 'procedures and practices', and it was therefore not incumbent upon them to enter into such negotiations. As of 2007, this stalemate still prevails, and should be viewed as an outcome of varying interpretations of Danish national 'procedures and practices' in relation to the European level.

The DA-LO implementation of the Telework Agreement, via inter-confederal collective agreement, is also of interest to our argument. In this case, the issue was the form that the LO-DA 'follow up' agreement to cover those sectors of the labour market that had not implemented the Agreement would take. LO advocated a 'harder' route that would be
incorporated into the parties' cooperative agreement, whilst DA pushed for the production of a set of guidelines. An eventual compromise was only reached in the Autumn of 2006, and with regards to our argument about the shifting nature of national 'procedures and practices' it is of note because (i) it was implemented in the DA-LO cooperative agreement in a manner that had not been done before (LO), and (ii) the only precedents for a 'follow up' agreement to apply the writ of European policy to uncovered sections of the labour market lay in the LO-DA agreements on the implementation of EU Directives that had themselves substantially transformed the Danish national system.

A further factor that places the national 'procedures and practices' implementation clause under strain is the tendency of national 'procedures and practices' to vary in relation to the issue addressed by, and content of, the European Agreement in question. The data that we collected would suggest that national implementation strategies are significantly determined by these twin influences, and, subsequently, pan-European benchmarking of the 'correct' national implementation procedures becomes harder still.

The implementations of the Telework and Work-related Stress Agreements in the UK were substantially dictated by national actors' view of the topic and content of the European Agreement. This tendency was exacerbated by the absence of an established forum for national social dialogue in the state, for, as our UK interviewees stated, the lack of such structures meant that implementation in the UK was powered almost solely by what national actors regarded as the strategy most consistent with the topic and content of the European Agreement in question. CBI firmly advocated the production of a set of guidelines for the implementation of both the Telework and Work-related Stress Agreement. This position sprang from the belief that creating new institutional machinery to implement the European Agreements would have been disproportionate to the issues addressed, and would also not be consistent with the non-binding nature of the two Agreements. The organization also assumed the stance that the topics of teleworking and work-related stress were already covered by legislation in the UK, and that further regulation that went beyond non-legally binding guidelines would be unnecessary. These sets of arguments were also advanced by the public employer association CEEP UK.

Furthermore, a TUC official argued that TUC's approach to the implementation of the Telework Agreement in the UK was substantially influenced by the organization's belief that teleworking was not an issue of major priority for its members. This lack of interest was justified by the fact that teleworkers generally had a strong position on the labour market as a group of workers, that the topic was largely covered by existing legislation on health and safety and discrimination, and that the organization received little information from their members about teleworking problems. TUC's preferred mode of implementation of the Telework Agreement in the UK was a national collective agreement, yet, due to the fact that the issue of teleworking was of secondary importance to the organization, TUC ceded relatively easily to the demands of UK employer organizations for non-legally binding guidelines.

In Denmark, national actors' perception of the issue and content of the European Agreement also exercised an influence in determining implementation outcomes. At the inter-confederal level, there is the case of the Work-related Stress Agreement, which, unlike the Telework Agreement, will not be implemented via DA-LO collective agreement but will instead be subject to a promotional campaign by LO and DA. According to an LO representative, the reasoning behind this is that the contents of the Work-related Stress Agreement are already present in Danish labour law and that subsequently implementation at the inter-confederal level would not add value to the Danish context. This is also the stance of DA, and forms part of DA's wider strategy regarding the implementation of European Agreements,

'We will deal with [European agreements] from issue to issue. We are not automatically in favour of collective social dialogue... We do not need to implement the Work-related Stress Agreement as we did the Telework Agreement because what is in the Agreement is already covered by Danish legislation.'
This position underpinned the disposition of many Danish employer groups towards the implementation of the Telework and Work-related Stress Agreements. Various arguments were employed to bolster this position. DI, the industrial employer association, contended that the topic of work-related stress was not 'normally' handled by DI and COI, and that, as a topic, work-related stress belonged more naturally in a cooperative agreement. The argument was thus advanced that the national 'procedures and practices' implementation clause imparted an obligation upon the sectoral Social Partners that was cumbersome, and that implementation on the basis of issue was more appropriate. A similar point was made by the local Government employer association KL. A representative from this organization stated that, in the case of their sector, the implementation of the Work-related Stress agreement had been via the KL-KTO cooperative agreement rather than a traditional collective agreement given that the issue lay in 'the grey area between work environment and traditional collective agreements'.

II The relevance of the substance of the Agreements to national contexts

A range of factors lead us to believe that the capacity of the Agreements on Telework and Work-related Stress to add value to national regulatory contexts is limited. One is the degree of interest that is likely to exist in these issues in European states. This concern is particularly pertinent for the Telework Agreement, for our data would suggest that the topic of teleworking is not of primary importance to the agendas of Social Partners in European member states. This is the case in the UK, where, for several reasons, the UK Social Partners do not regard teleworking as an issue that requires substantial new regulation. As we outlined above, the TUC's stance that teleworking is not a priority area for the organization lies in the belief that teleworkers are typically workers with stronger positions on the labour market, that the topic is covered by existing legislation, and that little feedback is received indicating that teleworking is a troublesome area. UK employer organizations hold a similar set of attitudes. Whilst a CBI official contended that teleworking was on the employer agenda, it was nevertheless argued that the issue required nothing more than a non-legally binding approach given that teleworking was often an employee rather than employer demand and that the area was already covered by legal regulation.

Nor is the topic of teleworking a greatly pressing issue for the Danish Social Partners (DA, LO). Teleworking was also the focus of substantial regulation in the Danish state prior to the conclusion of the European Agreement, this being another factor that led to a lack of interest in the Telework Agreement in Denmark. The Danish sectors in which our study was based all had provisions in their collective agreements regarding the teleworking issue that predated the European Agreement. In the Industrial sector, a 1998 collective agreement on distance working had largely anticipated the European Agreement. The implementation of the Telework Agreement in this sector was thus an uncontroversial affair, and merely consisted of updating the existing agreement to take account of those elements of the European Agreement that were not already present. A similar picture prevailed in the Danish Finance sector, where a 1997 agreement on distance working had also been concluded that predated the European Agreement. As a consequence of this, the Social Partners in the sector doubted the degree of impact that the European Agreement, implemented via an annex in the sectoral collective agreement, had exercised. In the case of the local Government sector, a row even erupted between the union KTO and the employer association KL over the use of the implementation of the European Telework Agreement by KL to downgrade sectoral standards on teleworking. The position of KTO in this instance was that the 1998 sectoral Agreement on Telework had been of superior quality to the European Agreement and that subsequently KL were utilising the implementation of the European Agreement to bolster their demands for greater flexibility in this area.

The lack of interest that afflicted the Telework Agreement also appears to have been the fate of the Work-related Stress Agreement. This is paradoxical, for the topic of work-related stress is a key issue in both Denmark and UK. The condition has been highlighted repeatedly by national surveys in both states (HSE; Eurofound, 2005), and a great deal of work has been done by the Social Partners and public authorities in an attempt to regulate the problem. The degree of prior activity that has been undertaken on the topic partly explains the lack of interest in the European Agreement in Denmark and UK. In Denmark, a varied and
A substantial amount of work had been carried out on work-related stress prior to the European Agreement. The Danish Finance sector have carried out activity to such a level that neither side of industry (FA, FF) see any merit in implementing an European Agreement that is unlikely to add any value to the regulation of the condition in the sector. This is also the case in the rail sector, where the sectoral trade union HK Trafik & Jernbanes regard prior work carried out on work-related stress as more than fulfilling the content of the European Agreement. Danish legislation also covers the topic of work-related stress and, as the inter-confederal organizations DA and LO argue, the degree to which the European Agreement can add to existing rights in Denmark is dubious.

The degree of existing regulation on work-related stress also impeded the extent to which the Work-related Stress Agreement had an impact in the UK. Whilst the UK Social Partner text Work-related Stress: A Guide was received well by firms and unions in the UK and was generally popular (Larsen and Andersen, 2006b), this success appears to have been compromised by the existence of prior legislation and the existence of a more high profile set of non-legally binding guidelines on the topic. The stance of UK employers and the UK Health and Safety Executive (HSE) was that work-related stress was already the focus of national legislation, and that no more legislative activity on the issue was required. A very comprehensive set of guidelines regarding the work-related stress issue that were regarded by many as more high profile than the UK Social Partner text (HSE, CEEP UK) also emanated from the HSE at the same time as the implementation of the European Agreement in the UK. The HSE’s Management Standards on Work-related Stress had a gestation period of several years and utilized a large amount of scientific research on the topic. A CEEP UK representative even reported that the UK implementation of the European Agreement involved the UK Social Partners ‘throwing their weight behind’ the work issued by the HSE.

It would also appear that the strength of the content of the European Agreements may preclude them from adding substantive value to national systems. This is the case in the UK, a state that does not enjoy a reputation in Europe for the extensiveness of its social regulation. Elements of the British TUC were even reported to have been actively hostile to the European Agreement on Work-related Stress (TUC). The position of this section of the organization was attributed to the fact that they regarded the Agreement as too ‘weak’ to meet national needs, and thus likely to be used as a shield by British employers against more substantive national regulation on the topic.

Criticism of the content of the European Agreements was more prevalent in Denmark, this being consistent with the state’s reputation for high existing standards of social protection. The Trade Union confederations LO and AC were particularly vocal on this point. An LO official reported that his organization had held low expectations for the content of the Work-related Stress Agreement at the European level, and regarded the eventual Agreement as ‘very softly drafted’, with little to offer the Danish Trade Union movement. It was further added that the weak content of the European Agreement would impair efforts by Unions in Denmark to implement the Agreement, as there was little in the Agreement that Unions could specify as direct obligations on employers that stemmed from the Agreement. An AC official was critical of the content of both the Telework and Work-related Stress Agreements. Due to the lack of binding formulation in both Agreements, it was stated that both were by and large unimplementable in Denmark. The confederal employer organization DA also commented upon the weak content of the Work-related Stress Agreement, and an official stated that the Agreement implied no new obligations for employers in Denmark, and would be best utilized in the future as an awareness raising tool.

**Conclusion**

In this paper, we have argued that the frailty of the national ‘procedures and practices’ implementation clause makes it difficult for European level actors to insist upon the format of national implementations of the European Agreements on Telework and Work-related Stress, and that the level of added value offered by these Agreements to national actors is rather modest. It is thus consistent with our findings to argue that the Framework Agreements on Telework and Work-related Stress represent dubious modes of European Social Partner governance as compared to the legally-binding EU Social Partner Framework Agreements of
the 1990s. Procedurally, the latter Agreements were able to go some way towards the establishment of procedural uniformity in the member states via the use of EU law, and also offered national actors many new rights (Falkner et al, 2005). The Agreements on Telework and Work-related Stress, by way of contrast, would appear to further entrench national procedural subsidiarity via the problematic national 'procedures and practices' implementation clause and offer national little in the way of new substantial rights. This will be of concern to those seeking to create a robust social Europe, for the strains created by Enlargement of the European Union with its attendant dangers of downward pressure on terms and conditions (Meardi, 2002) means that there has perhaps never been a greater need for strong EU-level governance in the industrial relations sphere. That Enlargement itself has also partly precipitated the move towards 'softer' forms of governance (Marginson and Sisson, 2004) is an irony that few will miss.

One caveat that our findings require is that the conclusion of a non-legally binding Framework Agreement on a weighty issue that added substantial value to national contexts could change utterly the prospects of the non-legally binding implementation route. Our critique of the Agreements on Telework and Work-related Stress and their implementation centred on both the limited added value of the Agreements and the fact that this limited added value reinforced ambivalence over national 'procedures and practices'. Although the other problems that we have discussed with the national 'procedures and practices' implementation clause would remain should an Agreement be reached on an area of key concern to national actors, such an Agreement would be greatly more likely to add value to national regulation and would also be likely to trigger more vigorous debate about the constitution of national 'procedures and practices'. We found that the somewhat blasé attitude of national actors to the content of the European Agreements on Telework and Work-related Stress often fed into an indifference as to the composition of national 'procedures and practices' (LO, TUC). Should a 'priority' issue form the subject of a future European Agreement then this could well become different. This, however, will not be straightforward. Many 'hot' issues are not addressed by the European Social Partners for the very fact that reaching an Agreement on such a topic would be unlikely, and it is in this climate that a relatively non-divisive issue like Telework is brought onto the agenda.

Yet ETUC's continued participation in and promotion of the European Social Dialogue surely stems from the consideration that a more substantial topic may one day arise on the European agenda. Our findings, and those of other scholars (Larsen and Andersen, 2006a), might point to the questionable effect of the Framework Agreements on Telework and Work-related Stress, yet ETUC's commitment to the EU-level dialogue means that the organization has some level of political clout at the European level, and that the Social Dialogue ball is kept rolling. The latter point is vital, for if a key issue were to turn up on the European agenda then the organization would still have the use of the social dialogue procedures to effectively manage such a topic. European Agreements such as those on Telework and Work-related Stress also play an indispensable role in inculcating national actors with an EU-level outlook. Should the EU-level cease to conclude such Agreements, then trends towards the primacy of national level regulation of employment relations would gain even greater impetus. It is also possible that the political balance of power in Europe may shift towards more socially minded actors. This is quite possible given the concerns that many European citizens and politicians hold about Enlargement of the European Union, and such a move could be facilitated by the election of new Governments in European states with such concerns. Were this to happen the constellation of political forces in Brussels could suddenly change. This, in turn, would have consequences for the European Social Dialogue. A new 'harder' topic could suddenly become the subject of the first implementation route, or the second legally binding implementation route could be employed once more. It would be rash to discount such developments.

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