

SPECIFIC INSTANCE OF THE FRENCH NCP

“Air France in the United States”

Final Statement, 7 May 2026

The NCP notes that Air France has taken steps as part of its due diligence with regard to its subcontractor. While disagreements persist between the parties, the NCP calls on the company to continue the dialogue with the complainant, with the aim of ensuring the long-term respect of the Guiding Principles.

As set out in the *Procedural Guidelines of the OECD Guidelines for Multinational Enterprises*, following a specific instance procedure and after consultation with the parties involved, the NCP shall make the results of the procedure public.

This communiqué sets out the issues raised, the reasons why the NCP decided that they warranted further consideration and the actions it has taken to assist the parties. It sets out the recommendations addressed to the undertaking with regard to the implementation of the *Guiding Principles*.

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Presentation of the French NCP and its role

The French National Contact Point for the Implementation of the OECD Guidelines for Multinational Enterprises ('NCP') is a tripartite body for the non-judicial settlement of disputes related to the implementation of the Guidelines for Multinational Enterprises. Its mission is to ensure the effectiveness of the Guiding Principles by promoting them and contributing to the resolution of questions put to it under the 'specific instances' procedure through its good offices, mediation and conciliation. It shall endeavor to examine the issues raised as soon as possible, if possible, within 12 months of receipt of the specific instance. It publishes its decisions on its website.

Summary of the treatment of the specific instance by the French NCP

◆ Parties to the proceedings:

The French National Contact Point (NCP) for Responsible Business Conduct was informed by the trade union UNITE HERE Local 11 (UNITE HERE) of a specific instance concerning Air France. UNITE HERE Local 11 is an American union of employees of hotels, restaurants, airports, sports centers and convention centers active in Southern California and Arizona. Air France is an airline headquartered in France and part of the Air France–KLM group.

◆ Main issues raised by the specific instance:

The specific instance concerns the exercise of Air France's due diligence vis-à-vis one of its suppliers in the United States, Flying Food Group (FFG), a catering company for airlines. The complainant considers that some of FFG's conduct, in particular with regard to employment and industrial relations, would be at odds with the OECD Guidelines. The trade union recalls the contractual links between FFG and Air France, and calls on Air France to 'take measures to put an end to the multiple violations of the OECD Guidelines by its supplier'.

◆ Procedure conducted by the NCP:

The NCP received the referral on 15 January 2024, confirmed its formal admissibility on 21 March 2024, and began the initial assessment of the referral. After hearing the parties separately on 26 September 2024, the NCP adopted the Initial Assessment Communiqué which was published on 22 November 2024.

The NCP offered the parties mediation, which the parties agreed to. The mediation meeting took place on 27 January 2025 in Paris and brought together, on the one hand, the complainant, UNITE HERE, by videoconference from Los Angeles and, on the other hand, Air France's representatives. The French NCP led the mediation.

At the end of that meeting, the NCP chose to continue the good offices. The exchanges between the parties, which reaffirmed their agreement to continue discussions under the auspices of the NCP, were constructive. UNITE HERE proposed submitting additional elements relating to the specific instance. Air France indicated that it would continue its exchanges with its supplier and proposed the organization of a social audit. The NCP adopted [an interim statement](#), which was subject to consultation with the Parties and published on 9 May 2025.

The social audit was returned in summary form by Air France to the NCP on 21 November 2025. Air France authorized the NCP to present the main findings orally to UNITE HERE. Air France did not wish to communicate the social audit document to the NCP and UNITE HERE.

After exchanges of views between the parties, via the NCP, on the organization and results of the social audit, the NCP moved on to the conclusion phase of the referral.

The final communiqué was adopted by the NCP on 7 May 2026, after consultation and taking into account comments from the parties. It was also forwarded to the US NCP for information. The NCP published the communiqué on 18 May 2026 and notified the final communiqué to the OECD for inclusion in the database of the specific instances of the NCPs for responsible business conduct.

◆ Coordination of NCPs:

The US NCP, after discussion with the General Secretariat of the French NCP, confirmed that it acted as a supporting NCP on this case. A comparable specific instance relating to the due diligence of other airlines, which are also FFG customers, was also brought by UNITE HERE before the German and Japanese NCPs. The secretariat of the French NCP exchanged regularly with the German and Japanese NCPs. Following its mediation meeting, the German NCP made a specific request for coordination to the French NCP.

◆ Summary of the analysis of the specific instance and the NCP recommendations:

In this specific instance, the NCP recalls that the Guiding Principles address risk-based due diligence recommendations to companies, covering the identification, prevention, mitigation, monitoring, communication and, where appropriate, remediation of adverse impacts related to their business relationships.

It notes positively that Air France has an internal prevention policy applicable to its subcontractors and that it has increased exchanges with its subcontractor since the referral was lodged. The NCP also welcomes an external social audit on FFG covering all the topics mentioned in the specific instance (union freedom, remuneration, health and safety, non-discrimination), which is consistent with due diligence. The NCP also notes that Air France agreed to receive and take into account the additional documents provided by the complainant trade union in the preparation of the social audit. Finally, the NCP takes note of the results of the social audit, the conclusions of which appear to be generally satisfactory on all the topics examined in the light of the allegations referred to in the referral, and notes that a corrective action plan has been implemented by FFG in order to address the non-compliances identified.

However, the French NCP takes note of UNITE HERE's strong objections to the audit process, both in terms of how it was carried out and its conclusions, as well as its dissatisfaction with the results of the steps taken by Air France.

The NCP therefore notes that, despite the mediation undertaken and the steps taken by Air France, the parties have failed to reconcile their positions. In particular, it considers that the social audit commissioned by Air France is a useful step in its due diligence process, but that it has not, at this stage, resolved the persistent disagreement with the complainant on the assessment of the alleged facts.

The NCP also observes that the exchanges between the parties may have been affected by a limited sharing of information, in particular on the results of the audit, as Air France chose not to send the complainant and the NCP the detailed elements of the report, in addition to a summary made to the NCP and then presented orally by the latter to the complainant. Without calling into question the confidentiality considerations invoked by the undertaking, the NCP considers that a closer involvement

of stakeholders in the due diligence process could have contributed to building trust between the parties.

Against this backdrop, the NCP encourages Air France to continue its due diligence efforts with FFG, in particular by maintaining a channel of communication with the complainant and, in this context, by maintaining periodic monitoring of FFG's activities. It also calls on Air France to exert greater influence by exploring, together with the other airlines concerned, the benefits of a coordinated approach.

◆ Conclusion of the procedure:

This communiqué, which sets out the procedure followed and analyses the questions raised on the effectiveness of the Guiding Principles, closes the procedure. The recommendations addressed to Air France will be followed up within 12 months.

1. Content of the complainant's specific instance

[The initial assessment report of the NCP of 22 November 2024](#) sets out the referral and the undertaking's reply.

◆ Presentation of the complainant

The referral is made by the US union UNITE HERE Local 11, which has 32,000 members in hotels, restaurants, airports, stadiums and convention centers in Southern California and Arizona. It is affiliated with UNITE HERE, an international trade union representing 270 000 workers in the United States and Canada, as well as with UNI Global Union and the International Union of Food, Agricultural, Hospitality, Catering, Tobacco and Allied Workers ('IUTA').

◆ Presentation of the specific instance

The referral to UNITE HERE concerns the alleged breach of OECD Guidelines by (i) one of Air France's suppliers, Flying Food Group ('FFG'), which provides catering services (preparation of meals served to passengers) in the United States (and more specifically in California) on behalf of the French airline, (ii) and Air France for non-compliance with its due diligence duties vis-à-vis that supplier.

(i) The allegations against the supplier concern:

- Violation of trade union freedoms: threats of dismissal; redundancies of trade union representatives; supervision of workers; circulation of a petition calling for the 'certification' of the trade union; prohibiting trade union representatives from accessing the company's facilities.
- Non-compliance with the minimum wage payment by FFG and some of its subcontractors, which would contravene the legislation in force in Los Angeles ("Living Wage Ordinance" or LWO).
- Lack of compliance with occupational safety and health standards: authorization for drivers to drive heavy vehicles without the necessary license; locking of exit doors for workers; obligation on employees to use defective equipment.
- Lack of protection for workers who are discriminated against in the workplace.
- Violation of workers' withdrawal rights during the health crisis.

(ii) According to the complainant, the referral points to Air France's breach of its due diligence vis-à-vis its supplier, the lack of dialogue with the complainant trade union and the insufficient exercise of its power of influence vis-à-vis FFG to limit the negative impacts, in particular as regards compliance with the minimum wage payment.

The NCP considers that the issues raised by the referral relate to the OECD ERC Guidelines in their 2023 version. The referral deals with:

- (i) Chapter V on employment and industrial relations – provisions 1(a), 1(b), 2(a), 2(b) and 2(c) on freedom of association, 4(b) on wage conditions, 4(c) on safety and health at work, 1(e) on discrimination.
- (ii) Chapter II on general principles – provisions 10, 11, 12 and 14 on due diligence – and Chapter IV on human rights – provision 5 on due diligence.

The NCP notes that the referral also refers, as regards trade union freedoms, to the rights guaranteed by Conventions No 87 on Freedom of Association and Protection of the Right to Organize and No 98 on the Right to Organize and Collective Bargaining¹ of the ILO.

The NCP also notes that the referral targets what the complainant considers to be a breach of due diligence by relying on two provisions of the OECD Guide to Responsible Business Conduct, which recommend that companies should:

- 2.2(h) 'for human rights impacts, exchange and consult with rights holders affected or likely to be affected, including workers, workers' representatives and trade unions, in order to gather information on such negative impacts';
- 2.3 (b) "consulting affected stakeholders and rights holders or their legitimate representatives".

◆ Complainant's request

The Complainant would like the referral to the NCP to result in the opening of mediation on Air France's alleged breach of OECD Guidelines for non-compliance with its due diligence duties vis-à-vis its supplier Flying Food Group.

2. Initial assessment of the French NCP

◆ Application of the Guidelines to the present case:

The referral concerns Air France's activities in the United States through one of its business relationships. The Guidelines for Multinational Enterprises apply to and from the territory of each State which accedes to them, including France. Therefore, all French multinational companies operating abroad must comply with the Guiding Principles. The referral was sent to the French NCP because Air France's head office is located in France. The French NCP is therefore competent to deal with this referral.

◆ Analysis of formal admissibility cf. Initial Assessment Communiqué of 22 November 2024:

The referral fulfils the formal admissibility criteria laid down in Article 16 of the Rules of Procedure of the French NCP. It shall include the identity of the undertaking concerned, the identity and contact details of the complainant, the details of the facts alleged by the complainant and the elements of the OECD Guidelines for Multinational Enterprises on behalf of which the NCP is seized.

◆ Analysis of the Initial Assessment - cf. Initial Assessment Communiqué of 22 November 2024:

¹ In so far as these are conventions defined as 'fundamental' by the ILO, they are legally binding on all ILO Member States, including those that have not ratified them.

The NCP found that the referral met the other admissibility criteria set out in Articles 21, 22, 23 and 25 of the NCP Rules of Procedure. The referral is made in good faith (Article 22). Complainants are identified and their interest in bringing proceedings is part of the preservation of the public interest (Article 23). The complainants specify the link between the company's activities and the allegations of violations of the OECD Guidelines. There is a link between these allegations and the content of the Guiding Principles. At the time of the referral, the NCP noted that parallel proceedings (local legal proceedings) were initiated by the complainant (including for non-compliance with the LWO) and by FFG (against the City of Los Angeles). The NCP clarified that it takes into account, in its analysis of the file and its exchanges with the parties, all the elements in support of these procedures and the ongoing developments that the parties will wish to submit to the NCP.

The NCP considered that the issues raised by the referral merited further consideration to contribute to the effectiveness of the Guiding Principles (Article 25). The NCP noted that the company was open to dialogue. It also took note of the complainants' request to establish a framework for dialogue with the company to resolve the questions raised by the referral. The NCP considers that the specific instance creates an opportunity to contribute positively to the resolution of the questions raised by the referral, and that it can contribute to helping the parties resolve their dispute. The NCP decided to offer its good offices to the parties, who accepted them.

The initial assessment notice was published on 22 November 2024.

3. Company response and evolution of trade between the parties

◆ Company's response to the referral during the initial assessment

Air France refutes the allegations concerning the breach of its due diligence. During the initial assessment, Air France presented to the French NCP its preventive due diligence approach applied to its subcontractors (including FFG) and detailed its verification and assessment procedures carried out with that supplier since it became aware of the allegations.

Air France states that it exercised its influence preventively with its supplier by applying its risk-based approach to responsible purchasing to FFG. Air France states in particular that it has monitored FFG's compliance via the CSR performance assessment platform, which is integrated into its prevention system. This annual evaluation led to the establishment of action plans, followed by Air France's Purchasing Department. In addition, the company states that it has framed its contractual relationship with FFG on sustainable development issues: contract with FFG based on a model international standard with provisions on compliance and business ethics; FFG's signature of Air France's Code of Conduct on the Sustainable Development of Suppliers.

Air France also states that it carried out joint checks with FFG on all the elements relating to the specific instance, as soon as it became aware of the allegations. Air France thus states that it has set up a periodic, weekly follow-up for a certain period of time, in order to collect and analyze FFG's replies, to monitor the progress of the ongoing procedures with the US institutions and the state of negotiations with UNITE HERE concerning the establishment of a new collective agreement.

In addition, Air France states that it asked FFG to carry out an assessment by a trusted third party and mandated a local council to provide it with independent insight into California's minimum wage regulations.

Air France explains the lack of involvement of UNITE HERE as a stakeholder (i) by its belated consideration of the allegations of the union's initial solicitations to bad couriers, (ii) by a risk-based

due diligence approach that, according to Air France, does not require the consultation of stakeholders to assess the supplier's activity, (iii) by the desire to let the supplier first respond and conduct its own analysis given their long-standing relationship, (iv) by actions carried out by UNITE HERE (such as events at Los Angeles airport) deemed unsuitable for the establishment of a constructive dialogue and (v) by the need for caution linked to the legal risks of the US system.

UNITE HERE stated that it had asked to meet with Air France and engage in discussions with the company, as well as to facilitate contact with workers, but according to UNITE HERE, Air France had refused these proposals.

◆ Company response during the good offices phase: carrying out a social audit of FFG

During the mediation meeting, Air France reiterated its position, all the preventive actions taken, and stated that it had intensified its interactions and verification procedures vis-à-vis its FFG supplier (in particular through a new internal conformity assessment). Air France also states that the independent assessment, which had previously been requested by Air France from FFG, was indeed carried out. Air France also proposed to conduct a social audit of FFG, in order to deal locally, by an independent body, with the issues raised in the referral. For Air France, this audit was thus intended to shed additional light on FFG's situation, in addition to the preventive measures and verification actions already carried out by Air France. This proposal was considered a positive action by the NCP and UNITE HERE. Numerous supporting documents, including new allegations, were provided by the trade union to Air France during the good offices phase, which the airline states it took into account in the preparation of the social audit.

According to the information provided by Air France to the NCP, the results of the social audit, carried out on the FFG website, indicate an overall satisfactory assessment of all the topics examined, in particular in the light of the allegations referred to in the referral. The audit did not identify major breaches of employment, industrial relations, occupational health and safety standards or trade union freedoms. Air France states that a corrective action plan has been implemented by FFG to address the non-compliances identified. In this connection, the company states that supporting documents were sent to Air France by FFG.

◆ Complainant's reaction to the social audit

In a letter addressed to the NCP Secretariat – then, with the prior agreement of the complainant, transmitted by the NCP to Air France – UNITE HERE criticizes the social audit commissioned by the airline. In particular, the union representatives question the audit on the grounds that (i) the auditor did not exchange with the union during the preparation and organization phase of the audit, which would have allowed UNITE HERE to provide information or organize interviews with key witnesses and victims (which, according to the union, could not have been done); (ii) that the audit methodology does not, according to the trade union, guarantee its impartiality and independence, UNITE HERE alleging that the audit company conducted the interviews exclusively on site (not in external places where the workers could have expressed themselves more freely) and that, according to the trade union, the management of FFG encouraged certain workers to refrain from making negative comments about the undertaking during their exchanges with the audit company; (iii) that the audit firm has in the past been subject to public criticism regarding some of its audits. The union raised these concerns with the NCP just before it became aware of the results of the social audit.

As a result, UNITE HERE strongly contests the audit findings returned to it by the NCP during a remote exchange. The complainant regrets that Air France did not agree to provide him with the audit report or

any written support for restitution, despite two requests from the NCP addressed to Air France. However, Air France shared the results of the audit with the NCP at the surrender meeting on 21 November 2025 and agreed that the main findings should be returned orally to the complainant by the NCP.

The complainant believes that the process lacked methodology and transparency, which, in his view, undermines its credibility. For the complainant, if the process had been credible, it would have established several abuses of labor law. In support of that position, it recalls the documents sent to the NCP and Air France substantiating both the initial allegations and new complaints — in particular evidence from public authorities and/or US institutions — alleging infringements of employment and industrial relations standards and worker safety.

Finally, UNITE HERE provided Air France, through the NCP, with a final document testifying to the occurrence of a fire on the FFG site in Los Angeles and requesting a new mediation meeting with Air France.

◆ Company's reply to the social audit issues raised by the complainant

In a letter sent to the NCP Secretariat on 29 January 2026, Air France disputes the allegations calling into question the credibility and audit methodology applied by the company in charge of the audit. Air France states that it is independent and meets the qualification criteria of the American professional organization APSCA ('Association of Professional Social Compliance Auditors'). The airline also states that (i) the methodology used is based on the confidentiality of interviews, the free expression of employees and the protection of anonymity; (ii) the conclusions were drawn on the basis of a cross-analysis of the information gathered (interviews, internal documentation, on-site observations and other sources); (iii) the selection of the employees interviewed was carried out exclusively by the auditor, without any intervention or prior information from FFG's management.

As regards the fact that the trade union was not involved in the preparation of the audit, Air France points out that the mandate entrusted to the auditor was to conduct an independent audit in accordance with the standards of the APSCA, which means, in the light of the applicable ethical requirements, not to involve external third parties — whether the management of FFG or the trade union — in the preparation and conduct of the interviews, in order to guarantee the impartiality of the process and to prevent any interference.

As regards the allegations that FFG's management had previously met with employees, Air France states that they do not correspond to the actual conduct of the audit. The company states that the selection of the interviewees was carried out exclusively by the auditor, according to the APSCA methodology, designed to ensure the independence of the findings. As such, according to Air France, FFG's management was not aware of the list of persons interviewed by the auditor before the opening meeting of the audit.

With regard to the criticisms of the auditor's previous audits, Air France considers that these are allegations unrelated to the specific audit mission carried out at FFG, conducted on the basis of its own mandate, scope and implementing rules.

Finally, Air France indicated that it did not wish to respond favorably to the request for new mediation made by UNITE HERE.

4. Results of NCP good offices

The good offices of the French NCP made it possible to organize a mediation meeting and to facilitate dialogue between the Air France and the complainant. An agreement was reached to hold this meeting on 27 January 2025 in Paris. At that mediation meeting, the exchanges between the complainant and Air France were structured in two parts: (i) allegations against the FFG subcontractor and state of play of the relationship between the complainant and FFG; (ii) responsible business conduct policy and due diligence exercised by Air France vis-à-vis its subcontractor FFG. The mediation led to Air France's proposal to organize a social, local and independent audit of FFG. The NCP welcomes the opportunity to facilitate this direct exchange and thanks the parties for their participation.

The NCP notes that since that meeting, (i) the complainant sent Air France (through the NCP) a significant number of documents in support of the allegations, (ii) a social audit, commissioned by Air France, was indeed carried out by an independent auditor on the FFG site in accordance with the qualification criteria of the American professional organization APSCA ('Association of Professional Social Compliance Auditors'). However, UNITE HERE criticized, in a letter addressed to the NCP (then transferred to Air France with the agreement of the trade union), the arrangements for organizing that audit and disputed its results. Air France then responded to that challenge by letter sent to the NCP.

Despite the mediation of the NCP and the actions carried out by Air France, the parties failed to reach an agreement under the terms of the good offices. The NCP notes, at the end of the good offices, the persistence of substantive disputes on the social audit and the exercise of Air France's due diligence.

Air France accepted the dialogue and participated in the good offices. The company also provided the NCP with information on the results of the social audit and its response to criticism from UNITE HERE. The NCP regrets, however, that the company did not agree to forward these elements to the complainants.

5. Examination of the questions raised by the specific instance

5.1. Due diligence

◆ Reminder of the Guiding Principles:

The Guiding Principles define due diligence as the process by which companies identify, prevent, mitigate and report on the way they address actual or potential adverse impacts of their operations. This process is an integral part of their decision-making and risk management systems, Due Diligence applies to risks of adverse impacts in the areas covered by the OECD Guidelines.

As a reminder, the complainant reports evidence alleging that FFG contributes to negative impacts in the areas covered by the guiding principles. In particular, the following are concerned:

1. Respect for workers' rights, freedom of association and association and the promotion of social dialogue (Chapter V(1)(a), (b) and Chapter V(2)(a), (b), (c))
2. Compliance with the standards in force, in particular as regards remuneration (Chapter V, §4, a)
3. The application of the highest standards of health and safety of workers (Chapter V, §4, c)

4. The application of the principle of non-discrimination, in particular on grounds of gender (Chapter V, §1, e)

Due diligence applies to undertakings, whether they contribute directly or indirectly to a negative impact. Therefore, undertakings must 'attempt to prevent or mitigate a negative impact, where they have not contributed to it but where that impact is nevertheless directly linked to their activities, products or services by virtue of a business relationship' (Chapter II, §13). In addition, "where an undertaking contributes or is likely to contribute to a negative impact, it should take the necessary measures to interrupt or prevent that contribution and use its influence to mitigate residual impacts to the greatest extent possible. Influence is considered to exist where an undertaking has the capacity to change the harmful practices of the entity responsible for the damage" (Commentary to Chapter II, paragraph 22).

In the area of human rights, companies should exercise due diligence according to their size, the nature and context of their operations and the seriousness of the risks of breaches (Chapter IV, §5).

◆ Analysis of the NCP:

The NCP observes that, following the referral, Air France undertook several steps of diligence with regard to its subcontractor FFG. It notes in particular that Air France has an internal prevention policy applicable to its subcontracting relationships, that it has carried out various compliance checks and that it has mandated an external social audit of FFG. The NCP considers these steps to be consistent with risk-based due diligence and a signal of commitment to responsible business conduct.

In addition, recourse to a third-party provider strengthens, in principle, the credibility of the approach, provided that the independence, competence and impartiality of the provider are established, and that the methodology is sufficiently robust (triangulation of sources, confidentiality of interviews, access to relevant data, etc.). In that regard, Air France considered that the auditor it had mandated, a member of the professional organization APSCA, met the abovementioned criteria.

The NCP also takes note of the fact that, according to Air France, those checks and that audit did not reveal any major proven shortcomings on the part of FFG in the light of the topics examined, in particular as regards employment, industrial relations and worker safety.

The NCP notes, however, that the complainant strongly disagrees with the results of these efforts. In particular, he contests the credibility of the social audit carried out and maintains that the alleged negative impacts persist. The NCP further notes that the information provided to it on the social audit was synthetic, which reduces its ability to fully assess the robustness of the findings.

In the light of the foregoing, the NCP considers that the verification measures undertaken by Air France and the conclusions of the social audit, while they constitute relevant elements of its due diligence process, do not, in themselves, provide a fully satisfactory response to all the allegations raised in the referral, since the complainant remains in deep disagreement with the undertaking on the assessment of the alleged facts.

The NCP recalls that, in accordance with Chapter II of the Guiding Principles, due diligence is to 'identify, prevent and mitigate' actual or potential adverse impacts and to report on how the undertaking responds to them (Chapter II, § 11). It also means 'taking the measures required by those impacts when they occur, including by repairing them or by cooperating with other actors to repair them' (Chapter II, § 12).

In those circumstances, the NCP considers that the social audit commissioned by Air France must be regarded as a useful step in its due diligence procedures, but capable of being deepened. It calls on Air France to continue its due diligence efforts, in particular by maintaining a channel of dialogue with the complainant and, where appropriate, by implementing additional monitoring or verification measures. For the NCP, this space for dialogue is likely to foster a better understanding of the persistent disagreement and contribute to the identification of appropriate solutions.

5.2. Engagement with stakeholders

◆ Reminder of the Guiding Principles:

The NCP recalls that constructive engagement with relevant stakeholders – or their mandated representatives – is an integral part of due diligence (Chapter II, §15). This commitment aims to enable stakeholders to express their views on activities that may significantly affect them, in a spirit of mutual dialogue and sharing of relevant information, so that they can participate in an informed manner in the due diligence process.

◆ Analysis of the NCP:

In the present case, the NCP observes that Air France accepted mediation, which is an important signal in favor of establishing a dialogue with the other party and taking its position into account in view of the issues raised in the referral.

Effective engagement with stakeholders implies, in addition to participation in the mediation meeting, a certain level of bilateral communication as well as sharing, in accessible formats, the necessary information to enable stakeholders to effectively present their views.

The NCP notes that Air France sent a summary of the audit report to the NCP for oral presentation only to the complainant, without transmitting the detailed results of the social audit. Air France relied on the sufficiency of that summary, as well as on the independence of the auditor and his compliance with the existing standards of confidentiality and impartiality.

The NCP takes note of the requirements of independence and impartiality that govern audit work. However, the NCP considers that those requirements do not, in principle, preclude the establishment of a closer association of workers' representatives in the due diligence process, since that association does not compromise the legitimate confidentiality or integrity of the audit. Greater involvement of the complainant, for example through an exchange on the scope of the audit or the organization of a restitution of the main findings, could have helped to develop a bond of trust and refine the evaluation.

The NCP also considers that, in view of the challenges raised by UNITE HERE on the social audit, the trade union was able to perceive the due diligence process less favorably, without prejudging the formal compliance of the audit with the standards mentioned by Air France.

In the present case, although it welcomes the fact that Air France engaged in dialogue and cooperation with the complainant, the NCP notes that that commitment remains open to improvement, in particular as regards the sharing of information and, more generally, the involvement of stakeholders.

6. Recommendation of the French NCP in the present case

The NCP thanks the parties for their involvement.

The NCP notes that Air France has implemented a social audit, the results of which do not reveal any major shortcomings on the part of FFG. The NCP notes that UNITE HERE strongly disagrees with the results of the various checks carried out, in particular the social audit, the relevance of which is questioned by the trade union. Air France responded to the complainant's comments on its challenges to the audit. It notes that FFG has implemented a corrective action plan in response to the non-compliances identified. The NCP notes, however, that, in view of the nature of the alleged impacts and the evidence provided by the complainant, additional steps would be likely to strengthen Air France's response.

RECOMMENDATION

The NCP notes that the disagreement between the parties persists despite the steps taken by the company. In this context, the restoration of trust appears to be an essential objective, which presupposes long-term work. The NCP stresses that such a process is based on a continuous willingness to engage in dialogue, which can gradually promote a rapprochement of views. It therefore invites Air France to continue its efforts to maintain an open channel of communication with the complainant, with the aim of ensuring that its subcontractor complies with the Guiding Principles over time. The NCP remains, if the Parties consider it useful, available to help maintain this framework for dialogue.

The NCP encourages Air France to continue in this context the periodic monitoring of FFG's activities, allowing exchanges with the complainant on the topics covered by the specific instance. This monitoring could be based, where relevant, on a few simple indicators and documentation of any corrective actions taken. If risk signals persist, the NCP invites Air France to strengthen the exercise of its influence with FFG, including by examining the desirability of concerted approaches with the other airlines concerned.

7. Follow-up of the specific instance

In accordance with its rules of procedure, the NCP will follow-up this specific instance. It invites the parties to provide it with follow-up information within 12 months.

It remains at the disposal of the parties.

With this final communiqué, the NCP closes the specific instance.

ANNEX

Actions of the NCP: Procedure followed by the French NCP in accordance with its rules of procedure.

The procedure for referral to the NCP is confidential.

The NCP must endeavor to carry out the initial assessment of a referral within an indicative period of three months after the acknowledgement of receipt (Rule 26 of the Rules of Procedure). Where a specific instance meets the initial assessment criteria (Articles 22 and 23), the NCP accepts it and offers its good offices to the parties. He's looking into the referral. It helps the parties to resolve their dispute (Article 25). At the end of its good offices or when one of the parties no longer wishes to participate, the NCP proceeds to the conclusion of the procedure and prepares a final communiqué.

Since receiving the referral, the NCP has undertaken the following actions:

Date	Action taken
January 2024 to November 2024	First stage : Formal admissibility and initial assessment of the referral
15 January 2024	Submission of the specific instance by the complainant.
18 January 2024	The NCP Secretariat acknowledges receipt of the specific instance.
18 January 2024	The NCP Secretariat forwards a copy of the referral to the NCP members
January 2024	NCP Secretariat informs US NCP of referral
21 March 2024	NCP meeting: the NCP validates the formal admissibility of the referral and starts the initial assessment
22 April 2024	The NCP informs the Air France Group of the formal admissibility of the referral and starts the initial assessment. It shall inform the complainant of the formal admissibility of the referral.
6 May 2024	Air France acknowledges receipt of NCP mail and engages in dialogue with NCP
Between 7 and 27 May 2024	The NCP exchanges, separately and informally, with the company and the complainant to present the procedures followed by the French NCP.
28 May 2024	NCP meeting: the NCP requests its secretariat to organize separate formal hearings with the complainant on the one hand and the company on the other.
26 September 2024	NCP meeting: the NCP first interviews the complainant via videoconference from Los Angeles and then Air France's representatives in Paris. The NCP decides to propose its good offices to the parties, who have accepted them, and instructs its secretariat to prepare an initial assessment statement.
4 October 2024	Additional documents communicated to the NCP Secretariat by the complainant on 27 September are transmitted to the NCP members and Air

	France (with the complainant's prior consent).
30 October 2024	NCP meeting: The NCP adopts the draft Initial Assessment Communiqué
22 November 2024	The NCP validates and publishes the initial assessment statement after consultation with the parties and the US NCP
December 2024 to January 2025	2nd stage: good offices of the French NCP
9 January 2025	NCP obtains Air France's agreement in principle on the draft format for the mediation meeting
10 January 2025	The NCP obtains the complainant's agreement in principle on the draft format of the mediation meeting and exchanges with the complainant on the arrangements for organizing the meeting
23 January 2025	A new legal document sent to the NCP Secretariat by the complainant on 22 January is communicated to the NCP members and Air France (with the prior agreement of the complainant)
27 January 2025	Mediation meeting: the NCP moderated the mediation meeting in Paris, in the presence of the complainants (via videoconference) and Air France representatives. The NCP proposes to the parties to prepare a progress communiqué, which they accept.
February-March 2025	The NCP exchanged with the complainant about the documents that could be sent to Air France.
March 2025	The NCP obtains Air France's agreement in principle to sign the confidentiality agreement, sends documents to Air France from the complainant (with its prior agreement) and exchanges with Air France on the conduct of a social audit of FFG.
1 April 2025	The NCP sends a new information document to Air France from the complainant (with its prior agreement).
8 April 2025	The NCP adopted the draft interim communiqué.
23 April 2025	The NCP has Air France sign a confidentiality agreement.
5-9 May 2025	The NCP validates the progress communiqué after consulting the Parties and publishes it on its website
21 November 2025	The NCP is organizing a social audit feedback meeting by Air France.
12 December 2025	NCP meeting: The NCP decided to move on to the conclusion phase of the referral and to prepare a final communiqué, which it instructed the Secretariat to prepare.
December – February 2025	The NCP ensures intermediation between the parties on their position on social audit.
February 2026 to May 2026	3rd stage : Conclusion of the specific instance

27 February 2026	NCP meeting: The NCP adopted the draft final communiqué and invited the parties to submit their comments.
7 May 2026	The NCP shall adopt by written procedure the final communiqué which it shall transmit to the Parties and to the US NCP for information. The NCP shall then publish the final communiqué and notify it to the OECD, which shall include it in the database of the specific instances of the NCPs.