Working Paper 2016-05

Recruiting CSR

François Sarfati
Claire Vivés

La Chaire de Sécurisation des Parcours Professionnels est gérée par la Fondation du Risque (Fondation de recherche reconnue d'utilité publique). Elle rassemble des chercheurs de Sciences Po et du Groupe des Écoles Nationales d'Économie et Statistique (GENES) qui comprend notamment l'Ecole Nationale de la Statistique et de l'Administration Economique (ENSAE) et le Centre de Recherche en Economie et Statistique (CREST).

Recruiting CSR

François Sarfati (CEE and Lise) & Claire Vivés (CEE and IDHE.S)
francois.sarfati@cee-recherche.fr

Who are the intended recipients of corporate social responsibility (CSR)? How do these recipients come to embrace CSR policy? And what actually underpins CSR? We will draw on the findings of a survey carried out in France within the temporary recruitment industry to reflect upon each of these key questions. As CSR encapsulates a widely disparate set of realities, we have chosen the following broad definition: "the aggregate social and environmental practices implemented by a company as part of its activities and which go beyond what is required by law" (Lachèze, 2009).

Since the beginning of the 1950s, temporary recruitment agencies have assumed the mantle of despatching workers to user companies for periods of several hours up to several months. The temporary recruitment industry therefore operates according to a triangular company-agency-worker relationship. In French employment legislation, the indefinite-term contract (*Contrat à Durée Indéterminée*/CDI) is considered to be the standard employment agreement. Furthermore, Article L8241-1 prohibits the 'loan' of personnel. In other words, the French version of the temporary recruitment model initially spread its roots in a space that circumvents the law. Agencies of varying size have proposed a service in a situation where political and social acceptance has been far from assured. In consequence, the temporary recruitment industry has striven to establish a collective structure by organising itself into professional bodies (Belkacem, 2013).

Although agencies offering to plug temporary employment gaps were originally viewed as little better than press gangs (Caire, 1973), one company, Manpower-France, did sign an agreement with the General Confederation of Labour (CGT). This agreement paved the way for the creation of labour regulations that would enshrine the agency-worker relationship in law. It simultaneously provided a framework within which the role of temporary recruitment agencies as intermediaries would be acknowledged and the rights of agency workers improved. Despite being hotly debated, it heralded Law n°72-1 of January 3rd 1972, which incorporated the recruitment and provision of temporary agency workers into the French Labour Code.

In the European Commission's Green Paper on corporate social responsibility (2001), there appears to be a rift between company representatives and trade unions. The former maintain that moral commitments are not meant to be legally binding, whereas the latter are disposed to combat for a regulatory framework that ensures minimum standards. Jean-Yves Kerbouc'h (2004) focuses on the notion that the desire by temporary recruitment industry representatives to introduce some form of financial guarantee to protect client companies came from a desire to self-improve through self-regulation. The arrival of legislation at the end of the 1970s did in fact transform moral duties into legal responsibilities. A similar type of legal arrangement was developing in the funding of professional training and the prevention of occupational risks sector (Kerbouc'h, id.).

In this article we consider why temporary recruitment agencies have pursued corporate social responsibility. By offering to go beyond legal requirements, these agencies have gained a competitive edge, which has firstly enabled them to legitimise their activity in the eyes of a public who remain sceptical of companies advocating precarious employment, and secondly, to maintain their position in relation to new schemes (entrepreneur cooperatives, umbrella companies, etc.) which also allow a separation between a person's salary/pay arrangements and the recipient of this person's labour. Thus, by investing in corporate social responsibility, the actions of the temporary recruitment industry can be justified both in terms of moral endeavour and in terms of self-preservation in the world of intermediary agencies.

Over a period of two years we conducted a qualitative study on the origins and implementation of the indefinite-term contract for agency workers (*Contrat à Durée Indéterminée-Intérimaire*/CDI-I). This new employment contract has enabled temporary recruitment agencies to employ workers on indefinite-term contracts and to despatch these workers to user companies. The agencies pay the workers on a continuous basis, whether or not they are placed with a company. As well as speaking to the union and industry representatives who hammered out an agreement on the nature and contents of the new contract, we undertook a full review of press articles published during the time of the negotiations. In addition, we investigated how this contract was applied by two large agencies from the temporary recruitment industry: we were able to interview and observe in situ industry representatives, agency managers and recruitment officers. The last part of the study comprised interviews with agency workers who had been offered this type of

contract (N.B. these workers had not necessarily accepted the offer). We held a total of 86 semi-structured interviews.

The aim of this paper, along with our definition of this aim, narrows our remit regarding CSR policy. On the one hand, the CDI-I derives from a government endorsed agreement stemming from negotiations between trade unions and temporary recruitment industry representatives. Unlike other codes of conduct or corporate philosophy documents, the above agreement led to statutory regulations for the industry. On the other hand, we are interested in CSR as an approach throughout the temporary recruitment industry rather than simply at the user company interface. We therefore examine how the creation of the supposedly socially responsible CDI-I is used by the industry as a means to compete with other forms of atypical employment, but we pull a veil over the fierce competition that exists within the industry. We do believe however that the CDI-I should be studied from a general CSR perspective. By examining the agreement that led to the CDI-I from the perspective of CSR policy rather than from a classic stance of industrial relations (Sarfati & Vivés 2016), we have an opportunity to understand the place of the agreement in the long history of regulations-building that has taken place in the temporary recruitment industry. This work will enable us to develop a critical view of corporate social responsibility.

Once we have demonstrated how the contract has been rebranded as a socially responsible approach by certain actors in the industry (Section 1), we will see if it has been used effectively (Section 2). We will then finish with the notion that the beneficiaries of social responsibility in the temporary recruitment industry are not so much the agency workers themselves, but the political decision-makers who encouraged the construction of such a contract and, *in fine*, public opinion.

1. The CDI-I and the industry's social responsibility

Formerly, the temporary recruitment industry developed a broad social responsibility discourse to explain its activities. Although the industry was perceived as containing a high level of employee exploitation and precariousness, the object of this social responsibility discourse was to give the impression that agencies looked after their workers. The CDI-I became part of this discourse when the industry began to institutionalise itself by establishing rules that would vouchsafe the

rights of its workers – these rights were intended to partially offset the disadvantages accruing from temporary employment.

1. 1. Agency work and precariousness

A rise in precarious employment has been evident in France since the end of the 1970s. Many sociological and economic studies have reported the ever expanding number of 'specific forms of employment' i.e. part-time and temporary work. After a rapid increase between the end of the 1980s and the beginning of the 2000s, the percentage of temporary employment contracts (mostly fixed-term contracts [*Contrat à Durée Déterminée*/CDD] and temporary worker contracts) levelled off at around 13% in the French 'competitive' sector (financial firms, commercial and industrial enterprises, and private and nationalised companies) (Barlet & Minni, 2014). These temporary contracts have also taken root in the public sector: in 2002, 16% of public workers were employed on a short-term contract (Favre, 2006). To highlight this trend, along with the parallel appearance of various nebulous, state-funded, employment schemes (short-term public sector placements such as the *Travaux d'utilité collective* and the *Contrat-emploi solidarité*) and myriad situations of non-employment (from paid work experience to disguised employment), Robert Castel introduced the term *precariat* (2007). By 1986, Amitai Etzioni had already referred to a *McJob* as encompassing low-prestige, low-prospects, low-skills employment in sectors exhibiting high staff turnover (Etzioni, 1986). Etzioni's reality check was originally directed at the US, but the expression has crossed over to France. On this side of the Atlantic, a *McJob* epitomises the sort of poorly paid work usually reserved for the youngest members of the working population. Even though McDonald's only offers indefinite-term contracts (CDI), albeit part-time, the very name McDonald's is synonymous with precarious employment and a largely youthful staff. Thus, agency workers are younger than other employees: 54% of agency workers ('natural person' status in law) are under 30 years old, compared to 21% of employees in the 'competitive' sectors, including the agricultural sector. Excepting the under 20s, the percentage of agency workers decreases with age (9% for the 20 to 24 bracket; 1.1% for 50 and over in 2012)" (Finot, 2013). This information corroborates the studies that view temporary work as a "youth job" (Papinot, 2009) necessarily experienced by the majority of new workers entering the labour market, and as a millstone for both the unskilled and to a lesser extent, the "seasoned agency workers" accustomed to a minority lifestyle (Kornig, 2007). Generally speaking, temporary work is considered to be low status and, more often than not, taken on "for want of anything better" and in the hope that it will act as a stepping stone to a CDI.

1. 2. Removing precariousness or introducing sensible flexibility

1. 2. 1. A 'better than nothing' industry?

The institutionalisation of the temporary recruitment industry, which was bolstered by pressure from trade unions, went hand in hand with the creation of protective mechanisms catering to the particular needs of agency workers. This was to minimise the disadvantages of precariousness by granting rights to agency workers. The institutionalisation of the industry, as mentioned in the introduction, occurred after negotiations between unions and industry representatives. Moreover, one cannot help but notice that the industry was able to offer rights that appear to favour agency workers more than general workers on a fixed-term contract (CDD). For example, the organisations representing agency workers (CFDT, CFE-CGC, CFTC, CGT, CGT-FO) and industry representatives (Prism'emploi) set up the *Fonds d'Action Sociale du Travail Temporaire* (FASTT) association in 1992.

The association is funded by temporary recruitment agencies and offers various services to agency workers. In response to criticisms that agency work causes repercussions in the private lives of the workers involved, FASTT facilitates access to accommodation, health insurance, loans, etc. By setting up FASTT, the industry was effectively assuming responsibility for the problems associated with precariousness and providing the type of package to agency workers that is on offer to workers with a CDI. However, very few agency workers benefit from these services: 67,500 cases of support were listed in 2014 for 509,700 equivalent full-time jobs (Lebrault, 2014) undertaken by approximately 2 million agency workers. In spite of this low uptake, the existence of FASTT can be put forward by unions and industry representatives as proof that agency workers can request help to reduce the impact of precariousness.

1. 2. 2. The political context during the planning of the CDI-I

The CDI-I was drawn up as part of industry-level negotiations between trade unions and industry representatives. These negotiations took place in response to a national interprofessional agreement scheduling an increase in employer contributions to unemployment benefits for certain types of short-term contracts; this agreement was concluded in January 2013. Although the majority of these short-term contracts were in fact temporary employment contracts, the temporary recruitment industry obtained an exemption from this increased contribution on the

understanding that industry-level negotiations would lead to a specific CDI for agency workers and measures that would provide individuals with job security.

Notwithstanding that the increased contribution was introduced as a social security budget deficit measure and as a means to dissuade companies from resorting to precarious employment practices, the development of a CDI-I should by its very nature have led to greater job security for agency workers. The CDI-I came into being and the first contract of its type was signed by an agency worker and a temporary recruitment agency on 6th March 2014 (Sarfati & Vivés, id.).

Inset 1: Main features of the CDI-I

The CDI-I is an indefinite-term contract concluded between a temporary recruitment agency and an individual. The agency worker on a CDI-I is despatched by the temporary recruitment agency to undertake a series of assignments in user companies. The basic arrangements for each assignment remain identical. The national agreements on temporary work also apply to workers on a CDI-I (as if they were standard agency workers).

Insofar as the agency worker is despatched to undertake various assignments, the contract does not state a specific post, but requires the worker to have three areas of proficiency. A worker cannot refuse an assignment if asked to carry out a task corresponding to one of his or her areas of proficiency.

Legally speaking, agency workers can have a part-time contract, similarly to workers on a common law CDI. We observed that the signed contracts were all full-time contracts. There are also no specific regulations as regards the possibility of having concurrent contracts.

The period between assignments is referred to as ‘inter-assignment’. It is treated as work, and seniority rights are taken into account (length of time in service, paid leave). During this period a worker may be obliged to take annual leave or complete a training course. When a worker on a CDI-I has not been assigned, he or she must be prepared to start a new assignment within half a day, which effectively prevents him or her from combining contracts.

The agency worker must accept any assignment offered within a 30 mile radius of his or her home (unless stated otherwise in the contract).

The agreement does not make allowance for seniority payments. Only case by case negotiations may lead to the signing of a contract that includes this type of payment.

The equal treatment rule in operation with regards to standard agency workers' contracts is also applicable in the case of CDI-I workers' pay. However, the worker on a CDI-I will not receive any extra pay on completion of an assignment (often referred to as a 'precarity bonus'), and will instead take unpaid leave. The worker on a CDI-I is guaranteed payment of a sum equal to the national minimum pay rate (cf. Inset 5).

The rules regarding breach of contract are identical to those governing a common law CDI.

In the minds of certain temporary recruitment industry representatives, the CDI-I is a new platform offered by the industry to help the economically active secure a path through employment for themselves:

> "getting people on the margins back into work […] well, we're lucky to be able to offer them a step-by-step process. I mean, we start the process off, and once they're like, socially ready, we can work on their professionalism during the usual agency contracts, maybe put them on a CDI-I, and then maybe ease them towards a proper CDI. So we have different routes that match the needs of the individual at a particular point in their lives", a representative from Prism'emploi

Alongside the job security discourse, the CDI-I was envisaged as a new product that could be sold by agencies to user companies for its blend of social responsibility and flexibility:

> "On the flexibility side, we know full well that companies want flexibility – they want to increase their competitiveness! They now understand corporate responsibility pretty well. We offer socially responsible employment, and, and we listen to company groups when they talk about the CDI-I; they say to us: the social side of the CDI-I is good. They're interested in it because, well, the temporary worker isn't temporary anymore. And there you have it. But it hasn't been easy [laughs]", a representative from Prism'emploi

The discourse of the industry representatives, in response to the questions from sociologists, merges economic interests with social responsibility.

Agency work and public interest

We can see a similar type of logic used by the temporary recruitment agency management teams. The agency managers describe the CDI-I as being in the public interest. They are quick to showcase the fact that creating the CDI-I was a way to tackle unemployment.

> "Having 20,000 workers on a CDI-I, well, it's our contribution to reducing the unemployment figures", Jean-Jacques, on the management team at Bientérim

This statement is based on a dual assumption. Firstly, in line with its commitment, the temporary recruitment industry should ensure that 20,000 CDI-Is have been signed as promised. And secondly, these CDI-Is should deliver job creation rather than simply replace existing agency work contracts.

> The CDI-I is also presented as reducing the unemployment bill: "with the CDI-I there'll be less pressure on the public purse", Paul, on the management team at Bientérim
>
> "it's about finding a system that doesn't rely on social security payments", Paul, on the management team at Bientérim

Between two assignments, it is normal for agency workers to receive unemployment benefit, whereas a worker on a CDI-I is paid by the temporary recruitment agency.

1. 4. Social responsibility – a business argument

Over and above the public interest argument, the CDI-I is put forward as a business argument by the managers of Bientérim. First of all, it is a means for staving off the arrival of new competitors on the market. Next, it is a means for persuading user companies to carry on buying into temporary recruitment agency services.

1. 4. 1. New competition

The competition between temporary recruitment agencies may be fierce, but when it comes to tackling the competition associated with other types of short-term contracts, especially the ubiquitous fixed-term contract (CDD), these same competitive agencies present a united front. For a long time, temporary employment advocates have produced a discourse that promotes their services. Companies are regularly exposed to two lines of reasoning. A CDD is much more difficult to terminate than an agency worker contract. In addition, user companies can record the expense under Other External Charges in their accounts, rather than under Salary Costs; this is particularly important for large companies whose financial performance is under scrutiny from shareholders (Papinot, 2009). So the temporary recruitment industry is used to dealing with the

competitive nature of the CDD. It is much less equipped to deal with new types of employment status, such as auto-entrepreneurs (Abdelnour, 2014), umbrella companies (Darbus, 2008) and employers' alliances (Zimmermann, 2011). Each of these emerging legal forms in France represents an opportunity for a contractual relationship between worker and employer which is not the customary indefinite-term contract (CDI).

> "Even with umbrella companies: we're trying to develop a lot more partnerships in our own sector. When we're clearly on the same page, and the CDI-I and what they're doing are practically carbon copies. Because, well, the CDI-I is a tripartite agreement too, just as much", Solange, manager at Bientérim

The advent of the CDI-I has been perceived by agency managers as a new product. It has allowed agencies to compete with the other legal forms that they feel (strategically) are even less secure than agency work and portrayed as unfair competition.

1. 4. 2. The regular clients

The CDI-I is therefore perceived as a means for retaining market share vis-à-vis the increasing number of overriding alternatives to the CDI. It can also be used as an argument to persuade client companies.

> "The media talk a lot about flexicurity, but it doesn't amount to very much. The CDI-I is flexicurity Bientérim-style", Paul, on the management team at Bientérim

For agency managers, flexicurity and job security are synonymous. The CDI-I is in fact an "innovation in social responsibility" which has job security and flexibility as its objectives.

> "It was the unions who put the contract together, so by taking on agency workers with a CDI-I, a company director can show his [her] staff how decent he [she] is because the workers are on a CDI-I", Paul, on the management team at Bientérim

Here the argument is that trade unions are unlikely to support a company's decision to use high numbers of agency workers, but if these workers are on a CDI-I, then the decision can be justified. Paul is suggesting that having workers on a CDI-I should prevent any criticism from trade unions because the contract itself was signed into being by union representatives.

Each year, approximately 2 million workers pass through temporary recruitment agencies. This type of employment relationship has come under a huge amount of criticism from both trade unions and civil society. "Large companies struggle to do business nowadays if they haven't considered their social image" (Bory & Lochard, 2008), and this is even more telling when a whole industry is expected to carry responsibility for the bulk of precarious employment. If we look back at the temporary recruitment industry's institutionalisation (Belkacem, 2013; Kerbourc'h, 2004) and at the various measures, such as FASTT, which have been implemented, it

is clear that the industry has been keen to portray itself as sufficiently concerned about its workers by endeavouring to offer the same level of protection as is afforded to those on a CDI. Even if the available measures are in reality little known or little used, they act as a buffer against the precarious agency worker discourse and as a spotlight revealing how the industry has embraced socially responsible behaviour.

The CDI-I has generally been presented in these terms by both industry representatives and by managers of the larger agencies. Internal discourses convey a verbal image of the CDI-I as a social innovation on the route to flexicurity. This new form of contract is deemed as providing security to agency workers and necessary flexibility to companies, thereby amounting to additional evidence of the industry's commitment to a CSR approach. Within the various discourses, CSR, flexicurity and innovation together form a triumvirate that is capable of depoliticising the particular subordination relationship inherent to agency work.

2. The CDI-I: a social innovation put to the test

Words in themselves are insufficient, hence we need to return to the practical evidence i.e. the data collected during our survey showing how the CDI-I was operated by the agencies. To this end, we focus on the social and professional characteristics of the agency workers who either accepted (n=34) or rejected (n=7) a CDI-I, and the methods used by the agencies to exploit this new contract.

2. 1. Social and professional characteristics

The survey was carried out during the first year after the CDI-I was introduced. We went to Nord-Pas-de-Calais-Picardie, Normandy, Provence-Alpes-Côte d'Azur, Ile de France, Burgundy and Pays de la Loire to investigate a number of small agencies (100 agency workers on their books), medium-sized agencies (300 workers) and large agencies (800 workers).

Our interviewees, aged between 21 and 52, were more often as not men (34 men/7 women). According to the terms of the industry agreement, the CDI-I must include three areas of proficiency. The agency workers we met were almost all assigned to the following labouring jobs: order processor, forklift truck operator and production worker. Their work invariably took place in food-processing factories, the car industry and logistics. One interviewee was at management level (human resources), whereas all the others were operators. Some worked at night. Most were unskilled or with limited skills (City & Guilds, vocational baccalaureate). They could be considered as working class. Their family and friends were also from this milieu.

The older workers had experienced upheaval in their careers. After losing a stable job, they had moved into agency work and completed assignments for many years (sometimes more than 10 years). The younger workers had only ever been in agency work; they had already managed several months and been on at least a dozen assignments. These workers may not have expressly complained about their temporary status, nor seen themselves as precarious workers, nor been searching for a permanent job when the CDI-I was offered to them, but it should be noted that they regretted "not being in the right place at the right time" i.e. completing an assignment in a company, but not being around when this company later decided to hire agency workers. They also pointed out that starting off and continuing as agency workers did not come down to choice or option, but to simply making the best of things with the jobs that had come along (Sarfati, 2014).

All the workers were united in declaring themselves ready to take on whatever work a particular assignment involved, hence demonstrating a certain type of "courage". For the agency staff who had recruited these workers and who were keen to hold onto them through the offer of a permanent contract, such a worker could be despatched anywhere and be relied upon to complete an assignment and satisfy the user company. To hold onto their most cost-effective workers, standard agency procedure is to offer perks, such as individualised support and gifts (Kornig, 2003). The CDI-I has become an additional reason for staying loyal to an agency.

2. 2. The CDI-I as optional, stemming from an agreement, which explains why agencies use the CDI-I a certain way

Work on CSR has shown that such an approach can be justified in both a moral and an instrumental sense, the latter evidenced by the benefits accruing to companies at a commercial level, a production level and a symbolic level (Barraud de Lagerie, 2009). Our investigation indicates that the CDI-I is used by agencies to increase profitability. Although the question of social responsibility could have led to the recruitment of workers struggling to obtain regular assignments, our findings are that agencies have jumped on the new contract as a means to hold onto workers who undertake assignments on an almost full-time basis throughout the year. This type of selection can be explained in two ways.

In the first place, the temporary recruitment agencies have decided that the success or failure of the CDI-I would have an impact on profits. The agency managers regularly stated that they were responsible for the amount of money coming in.

> "Yes, you're right. We manage our own profit performance, which means that I have to be on top of the figures all the time. If I want to buy a jar of coffee tomorrow, I have to find the money for it. I mean, the agency has to find the money for it. And as well as that, we pay money back to the group. We pay towards the costs of head office. You know, we pay our share. Yes, it's as if we were a franchise", Caroline, manager at Bientérim

They often employed the word 'independent' to better highlight the fact that although each agency is part of a group, the profits earned are directly linked to their own work and to the decisions they make. In the case of the CDI-I, we should note that the specific nature of the contract presupposes agencies taking on workers and paying them as full-time staff, and that they will be paid whether or not they are on assignment in a user company. The industry agreement includes an insurance mechanism that limits the financial risk for agencies struggling to despatch workers on a CDI-I, but required to recompense these workers even though they are not on assignment and earn nothing for the agency. Nevertheless, over and above what is provided for by the agreement, agencies still incur a financial risk if they have too many workers with a CDI-I on 'inter-assignment'. Consequently, recruitment officers and agency managers have tended to be cautious when selecting suitable candidates for a CDI-I. They have opted to offer the contract to the most dependable workers, the most senior workers, or to those whose long-term availability

has been guaranteed to client companies. Thus, they have endeavoured to reduce the probability of having costly periods where workers are without assignments.

In the second place, it is important to understand that the possibility of making such a strict selection of workers is sanctioned within the industry agreement. Indeed, Article 2.2 states as follows: "The CDI-I is neither a requirement for the temporary recruitment agency, nor for the applicant nor for an employee already on a temporary contract". In concrete terms, collective bargaining did not lead to the introduction of criteria ensuring that individuals targeted as suitable for a CDI-I were in fact workers with job security issues due to their precarious employment. Article 2.2 has allowed the agencies to select individuals for a CDI-I and casts doubt on the level of job security such a contract offers.

Besides the fact that agencies have used aspects of the industry agreement to limit their financial risks via a narrow selection of workers, they have also used the contract to increase their profitability in various ways.

Primo, as we have already seen, the CDI-I has been used as a commercial argument to dissuade potential clients (and their union representatives) from showing too much of an interest in other specific forms of employment schemes (auto-entrepreneur, umbrella company, employers' alliance, etc.) as eventual service providers. A year after the launch of the CDI-I, we observed that this type of commercial argument was unlikely to convince user companies whose focus was on cost rather than on 'corporate footprint'.

Secundo, agency managers have viewed the CDI-I as a potential boost for profit margins. We observed that agencies doubled or trebled their mark-up for a CDI-I worker compared to the usual mark-up for other agency workers.

Tertio, the strict procedures used by agencies when selecting suitable CDI-I candidates had the effect of targeting workers whose job security suffered the least from agency work and whose income for the most part was relatively stable and relatively high.

Quarto, the industry agreement called for 20,000 CDI-Is to be concluded over a three year period. After more than two years since the agreement was signed, it appears that this objective will not be met and that the snowball effect of the measure has been very slow. This has caused us to doubt the validity of both the expected social benefits discourse and the expected benefits to companies discourse. Having presented the CDI-I as offering numerous advantages (increased margins, completive edge over other forms of atypical employment, training for permanent staff), this new type of contract has hardly been used.

We could point up the fact that "social responsibility" is often bandied about by industry representatives and managers of the larger agencies. Indeed, implementing a measure whose aim is to "improve job security for agency workers" helps legitimise an industry that is still perceived as being part of the precariousness problem rather than the solution. And now a creator of precariousness chooses to become a responsible employer by creating the CDI-I. The industry institutionalised itself via a collective agreement on agency worker rights that had previously not been a requirement, and the development of the CDI-I constitutes an additional step. Whereas any employment rights bestowed beforehand were an attempt to limit the impact of precariousness, with the arrival of the CDI-I, agency workers should have found themselves with the same employment rights as their CDI counterparts, but the number of signed up CDI-I workers remains anecdotal.

In a world of high unemployment, no matter what we think about corporate social responsibility, we can conclude that unveiling job creation/job security targets goes hand in hand with unveiling a 'two for the price of one' social activism. The CDI-I can be described as win-win: employers are winners because they can demonstrate their commitment to social responsibility, and politicians are winners because they have promoted the contract for its job creation potential. It is however far from certain whether those in precarious employment are better off with such a measure.

Abdelnour S., 2014, « L'auto-entrepreneuriat : une gestion individuelle du sous-emploi », *La nouvelle revue du travail*, n° 5

Barlet M. et Minni C., 2014, « Entre 2000 et 2012, forte hausse des embauches en contrats temporaires, mais stabilisation de la part des CDI dans l'emploi », *Dares Analyses*, juillet, n°56

Barraud de Lagerie P., 2009, « Construire la qualité sociale : heurs et malheurs d'un projet militant », *Sociologies pratiques*, 2009/1 (n° 18), p. 121-132

Belkacem R., 2013, « Des agences d'intérim aux agences d'emploi », *Les notes de l'IES*, n°30, http://www.ies-salariat.org/IMG/pdf/Notes_IES_30.pdf

Bory A. et Lochard Y., 2008, « La RSE, entre relations publiques et outil politique. », *La Revue de l'Ires,* n° 57), p. 3-21

Caire G., 1973, Les nouveaux marchands d'hommes ? Étude du travail intérimaire, Les Éditions ouvrières, Paris

Castel R., « Au-delà du salariat ou en deçà de l'emploi ? L'institutionnalisation du précariat », dans Serge Paugam (dir.), *Repenser les solidarités. L'apport des sciences sociales*, Paris, PUF, 2007, 415-433.

Commission européenne, 2001, Livre vert : Promouvoir un cadre européen pour la responsabilité sociale des entreprises, Bruxelles

Darbus F., 2008, « L'accompagnement à la création d'entreprise. Auto-emploi et recomposition de la condition salariale», *Actes de la recherche en sciences sociales*, n° 175, p. 18-33

Etzioni A, 1986, "The Fast-Food Factories: McJobs are Bad for Kids," *The Washington Post*, August 24

Favre E., 2006, « 16% des agents de la Fonction publique en contrat court en mars 2002 », *Premières informations et Premières synthèses*, 04-2 janvier, pp.1-2.

Finot J., 2013, « L'intérim en 2012 : fort repli du travail temporaire », *Dares analyses*, juillet, n°49

Kerbourc'h J.-Y., 2004, « L'approche juridique de la responsabilité globale de l'entreprise : le cas du travail temporaire », Semaine sociale Lamy, 18 octobre, nº 1186, pp.52-56

Kornig C., 2003, La fidélisation des intérimaires permanents : une stabilité négociée, *Thèse de doctorat de sociologie*, Ecole des Hautes Etudes en Sciences Sociales.

Kornig C., 2007, « Choisir l'intérim : sous quelles conditions ? », *Socio-Économie du Travail* n° 29 (Économies et Sociétés, tome XLI/12), décembre, p. 1959-1977.

Lachèze A., 2009, « Les fournisseurs : des parties « prises » par des engagements scripturaux dans la RSE », *Sociologies pratiques*, 2009/1 (n° 18), p. 109-120

Lebrault F., 2014, « L'emploi intérimaire au 1er trimestre 2014 : en forte baisse », *Dares indicateurs*, juillet, n°50.

Papinot C., 2009, « Jeunes intérimaires et ouvriers permanents en France : quelle solidarité au travail ? », *Relations industrielles*, vol.64, n°3, été, pp.489-506

Sarfati F., 2014, « Les tribulations de Jean-Pierre ou le sociologue face à l'analyse du parcours biographique d'un salarié de l'intérim », *La nouvelle revue du travail*, n°5

Sarfati F. & Vivés C., à paraître en 2016, « Sécuriser des intérimaires sans toucher au CDI ? La négociation du CDI intérimaire », *La revue de l'Ires*.

Zimmermann B., 2011, *Ce que travailler veut dire. Une sociologie des capacités et des parcours professionnels*, Economica, Paris.