LAX STANDARDS

Assessing Flying Food Group LLC's Labor Practices under International Labor Standards

Lance Compa and Deborah Greenfield

April 2026

LANCE COMPA AND DEBORAH GREENFIELD

Lance Compa is a Senior Lecturer Emeritus at Cornell University's ILR School, where he taught international labor law for over twenty years. He has also served as a consultant to the International Labor Organization, and as senior U.S. director at the North American Commission for Labor Cooperation.

Deborah Greenfield is an independent labor law consultant and the former Deputy Director-General for Policy of the International Labor Organization. She also served as Deputy Solicitor at the U.S. Department of Labor and as Associate General Counsel at the AFL-CIO.

These institutional affiliations are for identification purposes only. They have authored this report in their individual capacities.

EXECUTIVE SUMMARY

This report details the ways in which Flying Food Group (FFG) has violated the international labor standards it has committed to follow.

BACKGROUND

Flying Food Group provides food catering service at Los Angeles International Airport for international airlines including Air France, Lufthansa, Japan Air Lines, and All-Nippon Airways. UNITE HERE Local 11 represents more than 30,000 workers in airports and other venues throughout Southern California and Arizona. They include more than 700 workers at FFG's Inglewood preparation and transportation facility.

In 2016, FFG workers chose to be represented by Local 11 for collective bargaining purposes. The Company and the union negotiated a first agreement that same year and negotiated a second one that expired on June 30, 2022. But bargaining has failed to produce a new agreement since then.

FFG'S COMMITMENT TO INTERNATIONAL LABOR STANDARDS

In November 2024, FFG joined the United Nations Global Compact, a UN initiative in which companies commit to abide by human rights, including labor rights standards, notably the core labor standards of the International Labor Organization. In joining the Global Compact, the CEO stated "we express our commitment to making the UN Global Compact and its principles part of the strategy, culture and day-to-day operations of our company." Flying Food has not lived up to that commitment.

FFG'S VIOLATIONS OF INTERNATIONAL LABOR STANDARDS

International standards require non-interference by employers with workers' freedom of association. FFG has interfered with employees' organizing and bargaining rights by:

- telling them the company is "committed to preserving a union free status" when it has an obligation to bargain in good faith with the union;
- threatening to permanently replace workers if they exercise the right to strike;
- thwarting union representatives' access to investigate grievances;
- unlawfully promoting a "decertification" move to get rid of the union;
- failing to provide information to allow the union to intelligently bargain;
- disciplining union leaders, activists, and supporters, including firing them;
- and many other forms of interference with freedom of association.

International labor standards also apply to safety and health, non-discrimination, and living wage requirements. They require policies to prevent workplace injuries and illnesses "by minimizing…the causes of hazards inherent in the working environment." They proscribe discrimination in employment "on the basis of race, color, sex, religion, political opinion, national extraction or social origin" as well as sexual harassment in the workplace. They define a living wage as "the wage level that is necessary to afford a decent standard of living for workers and their families."

The report details complaints and cases related to these international labor standards. State authorities have cited FFG for multiple violations of safety and health regulations, and instances of two recent workplace fires within a four-month period are currently under investigation. FFG has also had to pay more than $1 million in back pay to workers for violation of the Los Angeles Living Wage Ordinance and laws on job and wage protection for Covid-displaced workers.

AIRLINES' SUPPLY CHAIN REQUIREMENTS

International labor standards also apply to foreign-based airlines operating at LAX that contract with FFG for catering service. The Organization for Economic Cooperation and Development has established *Guidelines for Multinational Enterprises on Responsible Business Conduct* calling on airlines to exercise due diligence to ensure that supply chain subcontractors such as Flying Food comply with ILO core labor standards and other international labor norms.

Like many other airlines, Air France, Lufthansa, and Japan Air Lines all have a Supplier Code of Conduct requiring subcontractors to adhere to ILO core labor standards. UNITE HERE Local 11 has filed complaints under the OECD Guidelines with authorities in France, Germany, and Japan to apply the airlines' supplier code obligations. In the case that has proceeded furthest, the Japanese government told JAL it should ensure observance of the Guidelines and carry out due diligence, including through the use of its leverage over FFG to resolve the issues raised.

RECOMMENDATIONS FOR ACTION

This report concludes with recommendations for potential courses of action that UNITE HERE Local 11 can pursue in advocating for FFG compliance with international labor standards. These include using complaint mechanisms and other venues at the ILO, at the OECD, under French and German due diligence laws that would apply to Air France and Lufthansa, under the USMCA trade agreement with Mexico and Canada, and with California state and city authorities.

Finally, the report concludes that the best solution for all parties would be a comprehensive resolution of the dispute through a collective bargaining agreement restoring healthy and productive labor relations between the company and UNITE HERE Local 11.

INTRODUCTION

Calling itself a "restaurant in the sky," Flying Food Group (FFG) is a Chicago-based corporation providing custom meals and snacks for airlines at major airports throughout the United States. One of its largest catering facilities is based in Inglewood, California serving nearby Los Angeles International Airport (LAX). Customers there include Air France, Lufthansa, Japan Air Lines, and All-Nippon Airways.

FFG is a privately-held company owned by the Sue Gin Charitable Foundation, created in 2014 after the death of Flying Food's founder, who had established the company in 1983.

UNITE HERE Local 11 represents more than 30,000 workers in airports, hotels, restaurants, sports arenas and stadiums, convention centers, and other venues throughout Southern California and Arizona. Local 11 is an affiliate of the UNITE HERE International Union, which represents 270,000 workers in the United States and Canada. The union is affiliated with UNI Global Union, IUF Global Union, ITF Global Union, and IndustriALL Global Union, which respectively represent service, food, transportation, and manufacturing workers in multinational corporations around the world.

In 2016, FFG workers chose to be represented by Local 11 for collective bargaining purposes. Local 11 currently represents more than 700 Flying Food employees. The Company and the union negotiated a first agreement that same year and negotiated a second one that expired on June 30, 2022. But bargaining has failed to produce a new agreement.

The parties extended the expired agreement month-to-month through February 1, 2023. During that period, bargaining focused on wages, continued employee coverage under the union-sponsored health insurance plan, health and safety protections, safeguards against sexual harassment, and other issues.

Since the contract extensions ended, bargaining has continued, but only sporadically. Meantime, Flying Food has made significant unilateral changes to working conditions at the facility. These changes include restrictions on the access of union representatives to the Inglewood facility, halting FFG payment into the union-sponsored health plan and moving instead to a company plan, refusing to process employees' grievances and to arbitrate unresolved grievances, and other unilateral changes. Moreover, Flying Food has failed to respond to union requests for information needed for intelligent bargaining. Many of these disputes have been the subject of unfair labor practice charges and proceedings before the regional office of the National Labor Relations Board (NLRB), discussed below.

This report assesses FFG's labor relations actions not under the National Labor Relations Act, but in light of international human rights and labor standards – rights that Flying Food has pledged to fulfill. Under international labor standards, workers and their unions do not have a fundamental right to win all their collective bargaining demands. At the same time, they do have fundamental rights to organize and bargain without interference, to safe and healthy workplaces, to be free from discrimination, and to fair wages ensuring an existence worthy of human dignity.

I. FLYING FOOD GROUP'S PUBLIC COMMITMENT TO INTERNATIONAL LABOR STANDARDS

A. United Nations Global Compact

Flying Food declares "We uphold high ethical standards across all aspects of our operations, including fair labor practices, responsible sourcing, and anti-corruption policies."[1] In November 2024, FFG joined the United Nations Global Compact, a UN initiative in which companies commit to implement human rights and labor rights contained in the Universal Declaration of Human Rights, the Core Labor Standards of the International Labor Organization, and the UN Guiding Principles on Business and Human Rights. Here is Flying Food's official communication joining the UN Global Compact:[2]

12/11/2024

H.E. António Guterres
Secretary-General, United Nations
New York, NY 10017
USA

Dear Mr. Secretary-General,

I am pleased to confirm that Flying Food Group LLC supports the Ten Principles of the United Nations Global Compact on human rights, labor, environment and anti-corruption. With this communication, we express our commitment to making the UN Global Compact and its principles part of the strategy, culture and day-to-day operations of our company, and to engaging in collaborative projects which advance the broader development goals of the United Nations, particularly the Sustainable Development Goals. Flying Food Group LLC will make a clear statement of this commitment to our stakeholders and the general public.

We recognize that a key requirement for participation in the UN Global Compact is the annual submission of a Communication on Progress (CoP) that describes our company's efforts to implement the Ten Principles. We support public accountability and transparency, and therefore commit to report on progress starting the calendar year after joining the UN Global Compact, and annually thereafter according to the UN Global Compact CoP policy. This includes:

*A statement signed by the chief executive expressing continued support for the UN Global Compact and renewing our ongoing commitment to the initiative and its principles. This is separate from our initial letter of commitment to join the UN Global Compact.

*The completion of the online questionnaire of the Communication on Progress through which we will disclose our company's continuous efforts to integrate the Ten Principles into our business strategy, culture and daily operations, and contribute to United Nations goals, particularly the Sustainable Development Goals.

Sincerely yours,

David Cotton,
CEO at Flying Food Group LLC

1 See FFG "Responsibility and Society" statement, at https://flyingfood.com/responsibility-and-society.

2 See letter from FFG CEO David Cotton to UN Secretary-General António Guterres, November 12, 2024, at https://unglobalcompact.org/what-is-gc/participants/168425-Flying-Food-Group-LLC.

B. UN Global Compact Principles

The Global Compact's principles to which FFG has committed its support include:

Human rights (derived from the UN Universal Declaration and Covenants)

> **Principle 1:** Businesses should support and respect the protection of internationally proclaimed human rights
>
> **Principle 2:** Businesses should make sure that they are not complicit in human rights abuses.

Labor (derived from the ILO Core Labor Standards)

> **Principle 3:** Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
>
> **Principle 4:** The elimination of all forms of forced and compulsory labor;
>
> **Principle 5:** The effective abolition of child labor; and
>
> **Principle 6:** The elimination of discrimination in respect of employment and occupation.[3]

C. UN Guiding Principles

The UN Global Compact incorporates the UN *Guiding Principles on Business and Human Rights* (UNGPs), and says this about the role of the Guiding Principles:

> As a global standard applicable to all business enterprises, the UN Guiding Principles provide further conceptual and operational clarity for the two human rights principles championed by the Global Compact. They reinforce the Global Compact and provide an authoritative framework for participants on the policies and processes they should implement in order to ensure that they meet their responsibility to respect human rights.[4]

The UN Guiding Principles identify the sources of international human rights and labor rights as these:

> An authoritative list of the core internationally recognized human rights is contained in the International Bill of Human Rights (consisting of the Universal Declaration of Human Rights and the main instruments through which it has been codified: the International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights), coupled with the principles concerning fundamental rights in the eight ILO core conventions as set out in the Declaration on Fundamental Principles and Rights at Work. These are the benchmarks against which other social actors assess the human rights impacts of business enterprises.[5]

II. INTERNATIONAL HUMAN RIGHTS AND LABOR RIGHTS STANDARDS

A. UN Instruments

The Universal Declaration of Human Rights (1948) states that "everyone has the right to freedom of peaceful assembly and association," and "everyone has the right to form and to join trade unions for the protection of his interests."[6]

3 See "The Ten Principles of the UN Global Compact" at https://unglobalcompact.org/what-is-gc/mission/principles. Other principles address environment and anti-corruption matters.

4 See UN Global Compact, *The UN Guiding Principles on Business and Human Rights: Relationship to UN Global Compact Commitments* (2014), at https://unglobalcompact.org/library/1461. The UNGPs are often called the Ruggie Principles, as they were established and adopted by the UN in a process led by the late John Ruggie, a prominent international relations scholar. The UNGPs are found at https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf.

5 See UNGPs Section 12 *Commentary*, at https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinesshr_en.pdf.

6 Universal Declaration of Human Rights, G.A. Res.217A(III), U.N. GAOR, 3d Sess., pt. 1, at 71, U.N. Doc. A/810 (1948) (art. 20(1); art. 23(4)).

The UDHR also says: "Everyone who works has the right to just and favorable remuneration ensuring for himself and his family an existence worthy of human dignity … Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family …"[7]

The International Covenant on Civil and Political Rights (ICCPR, 1966) declares: "Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his interests."[8]

The International Covenant on Economic, Social and Cultural Rights (ICESCR, 1966) obliges governments to "ensure the right of everyone to form trade unions and join the trade union of his choice …; the right of trade unions to function freely …; the right to strike …"[9]

The ICESCR also declares "the right of everyone to the enjoyment of just and favorable conditions of work which ensure, in particular: Remuneration which provides all workers with fair wages and a decent living for themselves and their families …"[10]

B. ILO Core Labor Standards and Conventions

The ILO Core Labor Standards cover freedom of association and collective bargaining, forced labor, child labor, non-discrimination, and safety and health in the workplace.[11] Each core standard is linked to two fundamental conventions that not only articulate these rights but also set forth actions for their implementation. Those core labor standards applicable to this case are as follows:

1. Freedom of Association

ILO Convention 87 on freedom of association and protection of the right to organize says that "Workers and employers … shall have the right to establish and … to join organizations of their own choosing …"[12]

ILO Convention 98 declares that "Workers shall enjoy adequate protection against acts of anti-union discrimination … Such protection shall apply more particularly in respect of acts calculated to (a) make the employment of a worker subject to the condition that he shall not join a union or shall relinquish union membership; (b) cause the dismissal of or otherwise prejudice a worker by reason of union membership or because of participation in union activities.[13]

With regard to employers' collective bargaining obligations, the ILO's Committee of Experts on the Application of Conventions and Recommendations has specified these:

- recognizing representative organizations;
- endeavoring to reach agreement;
- engaging in real and constructive negotiations;

7 Universal Declaration of Human Rights, Article 23 (3), 25 (1).

8 International Covenant on Civil and Political Rights, Dec. 16, 1966, 999 U.N.T.S. 171 (art.22). https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-civil-and-political-rights.

9 International Covenant on Economic, Social and Cultural Rights, Dec. 16, 1966, 993 U.N.T.S. 3 (art. 8), at https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-civil-and-political-rights.

10 Id. article 7.

11 ILO Declaration on Fundamental Principles and Rights at Work (1998), at https://www.ilo.org/sites/default/files/2024-04/ILO_1998_Declaration_EN.pdf. Safety and health became a core standard in 2022 (see https://www.ilo.org/topics-and-sectors/safety-and-health-work/safe-and-healthy-working-environment-fundamental-principle-and-right-work). Forced labor and child labor are not at issue for purposes of this report.

12 See ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C087:NO.

13 See ILO Right to Organise and Collective Bargaining Convention, 1949 (No. 98), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C098:NO.

- avoiding unjustified delays;
- mutually respecting commitments made.[14]

Moreover, the ILO recommends that employers "make available…information on the economic and social situation of the negotiating unit…as is necessary for meaningful negotiations…[W]here the disclosure of some of this information could be prejudicial to the undertaking, its communication may be made conditional upon a commitment that it would be regarded as confidential to the extent required…"[15]

2. Safety and Health

ILO Convention 155 requires policies "to prevent accidents and injury to health arising out of, linked with or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment."[16]

ILO Convention 187 requires a national policy "to promote and advance, at all relevant levels, the right of workers to a safe and healthy working environment."[17]

3. Non-discrimination

ILO Convention 100 requires "the application to all workers of the principle of equal remuneration for men and women workers for work of equal value."[18]

ILO Convention 111 proscribes discrimination in employment "on the basis of race, color, sex, religion, political opinion, national extraction or social origin …"[19]

In 2019 the ILO adopted its latest standard, Convention 190,[20] on sexual harassment in the workplace. While not yet recognized as a core labor standard, C. 190 affirms that "violence and harassment in the world of work can constitute a human rights violation or abuse, and that violence and harassment is a threat to equal opportunities. The Convention directs governments to promote and realize the right of everyone to a world of work free from violence and harassment," including by implementing a broad spectrum of enforcement measures.[21]

4. Minimum Wage and Living Wage Standards

The ILO's minimum wage conventions are not included in the "core labor standards" definition. But they are an important marker on wages in light of the UDHR and ICESCR call for "remuneration ensuring for himself and his family an existence worthy of human dignity…a standard of living adequate for the health and well-being of himself and of his family…"

ILO Convention 131 calls for a minimum wage-setting system "providing protection for wage earners against unduly

14 See International Labour Conference, 101st Sess., 2012, General Survey on the fundamental Conventions concerning rights at work in light of the ILO Declaration on Social Justice for a Fair Globalization, 2008, Report of the Committee of Experts on the Application of Conventions and Recommendations, Report III Part 1B ¶208. See also ILO, "Collective Bargaining: A policy guide", Geneva 2015 at 14.

15 See ILO Collective Bargaining Recommendation, 1981 (No. 163), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312501:NO.

16 See ILO Occupational Safety and Health Convention, 1981 (No. 155), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C155:NO.

17 See ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C187:NO.

18 See ILO Equal Remuneration Convention, 1951 (No. 100), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C100:NO.

19 See ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:::NO:12100:P12100_ILO_CODE:C111:NO. See Committee on Experts on Application of Standards and Recommendations, 2019, General Observation, 1 n.1 at https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40ed_norm/%40normes/documents/publication/wcms_717510.pdf.

20 ILO Violence and Harassment Convention, 2019 (C.190), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:3999810:NO

21 *Id*.

low wages" and considering "the needs of workers and their families, taking into account the general level of wages in the country, the cost of living, social security benefits, and the relative living standards of other social groups."[22] Similarly, in 2024, the ILO Governing Body adopted new living wage guidelines. Under these guidelines a living wage is "the wage level that is necessary to afford a decent standard of living for workers and their families, taking into account the country circumstances and calculated for the work performed during the normal hours of work."[23]

III. FLYING FOOD GROUP'S CONDUCT AND INTERNATIONAL STANDARDS

A. ILO Freedom of Association Standards

On freedom of association, the ILO's polestar principle is that of non-interference in workers' organizing. The principle of non-interference was articulated as long ago as 1949, shortly after the ILO adopted Conventions 87 and 98 on freedom of association, organizing, and collective bargaining. The ILO said at that time that Convention 87 "lays down an obligation for the State to take measures to prevent any interference with such rights without qualification, that is, interference by individuals, by organizations or by public authorities."[24]

The ILO Committee on Freedom of Association has condemned many acts of interference with workers' organizing rights in its handling of thousands of complaints submitted under Conventions 87 and 98 in the past half-century. Here are some of the Committee's definitions of employer conduct amounting to prohibited interference with workers' organizing and bargaining rights:

- imposing pressure, instilling fear, and making threats of any kind that undermine workers' right to freedom of association;
- creating an atmosphere of intimidation and fear prejudicial to the normal development of trade union activities;
- pressuring or threatening retaliatory measures against workers for union membership or for engaging in legitimate union activities;
- attempting to persuade employees to withdraw authorizations given to a trade union to unduly influence the choice of workers and undermine the union;[25]
- harassing and intimidating workers by reason of trade union membership or legitimate union activities, including to prevent the free exercise of trade union functions;
- discriminating against workers with regard to their employment because of legitimate trade union activities or union membership;
- dismissing a worker by reason of union membership or legitimate union activities.[26]

B. Flying Food Group and Freedom of Association

1. Flying Food's "Union-Free" Proclamation

At the very outset of the employment relationship, Flying Food Group violates its public commitments to freedom of association under international standards by giving to all new hires an Employee Handbook that says:[27]

22 See ILO Minimum Wage Fixing Convention, 1970 (No. 131), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312276:NO.

23 See ILO, "ILO reaches agreement on the issue of living wages" (March 15, 2024), at https://www.ilo.org/resource/news/ilo-reaches-agreement-issue-living-wages.

24 International Labour Conference, *Record of Proceedings*, 32d Sess. 306, 470 (1949). "State" in this context means national government.

25 In the United States, this addresses employer involvement in fomenting a "decertification" petition to get rid of a union.

26 ILO, *Compendium of Decisions of the Committee on Freedom of Association*, Section 13 "Protection against discrimination," Section 14, "Protection against acts of interference" at https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/freedom-of-association/WCMS_632659/lang--en/index.htm.

27 Flying Food Group Employee Handbook on file with authors.

UNION-FREE ENVIRONMENT

> Flying Food Group is committed to preserving a union-free status. Management of Flying Food Group feel that everyone benefits when employees deal individually and directly with management, rather than through a third party, which can sometimes cause dissention and morale problems…
>
> Unions cannot guarantee you your job or continuous employment. Working together to make the organization viable and healthy will help provide a satisfactory working environment.
>
> Employees who have any questions regarding outside organizations or unions are encouraged to speak with their supervisor or the Human Resources Manager. We believe that you, as an employee, will have your problems solved more efficiently and quickly if you speak for yourself and not elect an outsider to speak for you.

This is a brazen attempt to undermine the representational role of the union that already represents FFG workers – and a portent that FFG will attempt to eliminate the union when it should be engaging with it in good faith bargaining:

- Telling workers that the union is a "third party" and "outsider," rather than the organization chosen by workers to represent them, Flying Food negates the principle of freedom of association – workers' right to have an organization of their own choosing to negotiate with management.
- Telling employees "Unions cannot guarantee you your job or continuous employment" and "Working together to make the organization viable and healthy will help provide a satisfactory working environment" is telling them that the union cannot help them, and that collective bargaining is futile. Instead, employees should trust management to take care of them "if you speak for yourself" – the classic position of anti-union employers who prefer to deal with a lone individual worker, whose only power is the power to quit and look for another job, rather than workers acting through their union to improve their jobs.
- Telling workers "we believe our personnel policies and practices help resolve problems better than strikes and work stoppages" attempts to frighten employees into believing that the union inevitably leads to strikes and work stoppages, when in fact most problems are resolved through collective bargaining, a grievance procedure, and neutral arbitration.
- Telling employees "who have any questions regarding outside organizations or unions" that they are "encouraged to speak with their supervisor or the Human Resources Manager" is clearly intended to induce employees to bypass the union – their legitimate bargaining representative – and rely on management for union-related matters.

Telling workers that no improvements can be gained through union representation is really telling them only negative consequences can come from workers' choice of representation – laying the ground for future efforts to get rid of the union. In fact, as described in the next section, FFG has been fomenting an anti-union "decertification" move in violation of international standards – in the words of the ILO Committee on Freedom of Association: "Attempts by employers to persuade employees to withdraw authorizations given to a trade union could unduly influence the choice of workers and undermine the position of the trade union, thus making it more difficult to bargain collectively, which is contrary to the principle that collective bargaining should be promoted."[28]

According to UNITE HERE Local 11, some employees have even held back from signing a petition for improved health insurance because of management's "union-free" declaration. They told union representatives they were afraid to sign the petition because they thought it would get them in trouble with management because Flying Food wanted to be "union-free."

28 See ILO Compendium of Decisions of the Committee on Freedom of Association (2018), ¶1207, at https://www.ilo.org/publications/freedom-association-compilation-decisions-committee-freedom-association-pdf.

Frightening workers off from signing a petition – a most basic form of freedom of association – confirms FFG's interference in violation of international human rights and labor standards. Flying Food's "union-free" promotion and related anti-union actions are precisely those that the company pledged not to take when it joined the UN Global Compact and promised adherence to its labor principles, to ILO standards, and to the UN Guiding Principles.

2. The Threat of Permanent Replacement

In the United States, employers have the power to permanently replace striking workers. Technically, the employer cannot fire them; they must be placed on a recall list. But they can only return to work one-by-one if and when a replacement worker leaves the job. If the replacement workers stay, the former strikers are indeed permanently replaced.

Employers' power to permanently replace workers who exercise the right to strike is unique to the United States. No other country permits such drastic interference with workers' rights. In most countries, employers may engage temporary replacement workers to maintain operations, but must take back striking employees when the strike ends. Some countries prohibit any newly-hired replacement workers.

It is important to note that U.S. law does not mandate permanent replacement. Many companies refrain from this "nuclear option" in labor-management relations to preserve the long-term relationship with workers and their union.[29] Threatening permanent replacement betrays any commitment to workers' freedom of association.

The striker replacement doctrine is not contained in the NLRA. The Supreme Court created it in a 1938 decision through "dicta" (comments in passing) on a matter that was not an issue in the case and was not argued or briefed by the parties.[30] Since then, it has become a feature of U.S. labor law cherished by anti-union employers. It gives them a powerful weapon to use as a threat, or to deploy to break strikes.

The ILO Committee on Freedom of Association, the authoritative interpreter of applicable international law, has made clear that permanent striker replacement is incompatible with workers' freedom of association. In a case filed against the United States challenging the permanent replace doctrine, the Committee said:

> The right to strike is one of the essential means through which workers and their organizations may promote and defend their economic and social interests…. [T]his basic right is not really guaranteed when a worker who exercises it legally runs the risk of seeing his or her job taken up permanently by another worker …[31]

3. Flying Food's permanent replacement threats

Local 11 planned a lawful, short-duration picket during employees' free time or break time on February 2, 2023. It was not a strike or other form of work stoppage, but a protest action to support the union's bargaining efforts. This is a classic form of "concerted activity for mutual aid or protection" under the NLRA.

A week before the protest, supervisors hand-distributed to workers a written statement that said:

---

29 As a former Chair of the NLRB wrote, ""The right to permanently replace is the right to use nuclear weaponry in the arsenal of industrial warfare." See William B Gould, *Agenda for Reform: The Future of Employment Relationships and the Law* (1993); see also Peter T. Kilborn, "Replacement Workers: Management's Big Gun," *New York Times* (March 13, 1990), at https://www.nytimes.com/1990/03/13/us/replacement-workers-management-s-big-gun.html.

30 See *Labor Board v. Mackay Radio & Telegraph Co.*, 304 U.S. 333 (1938), at https://supreme.justia.com/cases/federal/us/304/333/. For a full account of the case, see Julius G. Getman and Thomas C. Kohler, "The story of NLRB v. Mackay Radio & Telegraph Co., in Laura J. Cooper and Catherine L. Fisk, eds., *Labor Law Stories* (Foundation Press 2005), at https://lawcat.berkeley.edu/record/194249?ln=en.

31 See International Labor Organization, Committee on Freedom of Association, Complaint against the Government of the United States presented by the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), ¶92, Report No. 278, Case No. 1543 (1991).

> You are not on an authorized meal or rest break. If you wish to continue to participate in this work stoppage, you must clock out and take your work stoppage outside. Please know that if you do so, you can be replaced.[32]

At the time this statement was distributed, no "work stoppage" or other action was taking place. It appeared to be a pre-emptive move by management to frighten employees into refraining from participation in the February 2 action. A worker interviewed for this report said:

> It made us all nervous and a lot of people were scared. Before that, most people in my department said they would go to the picket on February 2. After they gave us that paper, a lot of them said they were afraid to go because the company might replace them. The union tried to explain that we were protected under the law, but the paper said "if you do so, you can be replaced." A lot of people didn't want to take a chance.[33]

When the union planned a lawful strike by FFG employees in April 2023, the General Manager of the Inglewood facility sent a communication to all workers clearly threatening to hire permanent replacements if the strike continued:

> If an employee declares a strike, the Company has a right to hire a permanent replacement to perform your job. When the strike ends, the Company is not obligated to fire these permanent replacements and call the striking employees again [i.e. back to work]. However, the striking employees will be placed on a "preferential hiring list" when a vacancy arises.[34]

These written communications are a crystalline example of conduct that is proscribed under international labor standards to which FFG has pledged adherence by joining the UN Global Compact and committing to the UN Global Principles.

4. Union Representatives' Access to the Workplace

In dozens of cases, the Committee on Freedom of Association has confirmed that trade union representatives' access to the workplace is necessary for fulfilment of Conventions 87 and 98 on freedom of association. A seminal case arose in the United States involving Food Lion, a Belgium-based multinational supermarket company, at stores in Virginia where union representatives sought to communicate with employees in non-work areas, including parking lots adjacent to stores. Store managers called police to have the union representatives arrested.

In its Conclusions and Recommendations in the Food Lion case, the CFA said that the United States should "guarantee access of trade union representatives to workplaces, with due respect for the rights of property and management, so that trade unions can communicate with workers, in order to apprise them of the potential advantages of unionization."[35]

The CFA has consistently invoked this formulation – union access with due respect for property rights and management interests – in all subsequent cases involving this issue. For example, in a case in which hotel management in Mauritius unilaterally halted a 10-year practice of permitting union representatives' access to the workplace to meet with workers during their lunch periods, the Committee said:

---

32 Statement on file with authors.

33 Interview with employee March 19, 2026. The employee asked not to be identified because of fear of retaliation by FFG management.

34 See communication from FFG management to employees (March 2023). As noted, workers cannot be "fired" as such. They are placed on a recall list and may be called back to work if a replacement worker leaves the job. But replacement can indeed be permanent, because workers can languish on a recall list indefinitely.

35 *See* International Labour Office Governing Body, 284th Report of the Committee on Freedom of Association, 254th Session, Geneva, November 1992, Case No. 1523 (United States).

> The Committee generally recalls that the right of occupational organizations to hold meetings to discuss occupational questions is an essential element of freedom of association. Observing that the company has authorized the use of its premises for the holding of trade union meetings for more than ten years, the Committee emphasizes that the change of a longstanding policy without imperative reasons involving the withdrawal of previously granted facilities would not be conducive to harmonious labor relations. The Committee requests the Government to intercede with the parties with a view to finding a mutually acceptable solution and to keep it informed of any developments in this regard.[36]

5. UNITE HERE's access to Flying Food's facility in Los Angeles[37]

The Mauritius case is a template for what happened at FFG's Inglewood facility serving LAX. In their first contract concluded in 2016, Flying Food and UNITE HERE included an access clause which was entirely consonant with the ILO standard in the Food Lion and other access cases that have come before the CFA. The contract granted access for Local 11 representatives "to visit the establishment or any department thereof at reasonable times in order to investigate matters such as wages, hours, working conditions and grievances" without disturbing operations.

Under this clause, the union visited the Inglewood facility on a regular basis for several years without difficulty. In addition to speaking with workers without disrupting operations, union representatives occasionally took photographs and videos to document safety concerns to be discussed with management. Management did not object to these practices. Nor did management seek to bargain over changes in these practices.

However, in April 2021, management acted abruptly and unilaterally to impose new requirements for union representatives:

- giving 24-hour advance notice to access the facility,
- being accompanied by a management "escort" at all times during the visit,
- not being allowed to take photos or videos of working conditions, and
- signing a non-disclosure agreement imposing onerous legal liabilities on union representatives for disclosing "to any third party" working conditions they observe while discharging their representational duties.

The union filed a grievance over the unilateral change in access policy. It also filed an Unfair Labor Practice charge with the NLRB arguing that management's unilateral change constituted an unlawful refusal to bargain in violation of workers' collective bargaining rights under Section 8 (a) (5) of the NLRA.[38]

In keeping with NLRB policy when an alleged unfair labor practice is also the subject of grievance and arbitration pursuant to a collective bargaining agreement, the Board deferred to the arbitration process.[39] This so-called *Collyer* deferral policy leaves to the arbitrator a decision whether management's action violated the contract, the good-faith bargaining requirement of the NLRA, or both.

An arbitrator from the Federal Mediation and Conciliation Service (FMCS) held a hearing in December 2022. He ruled entirely in the union's favor.

---

36 *See* International Labour Office Governing Body, 370th Report of the Committee on Freedom of Association, 319th Session, Geneva, 16-31 October 2013, Case No. 2969 (Mauritius), ¶527.

37 This narrative of the access dispute is contained in a decision by Arbitrator Robert B. Hoffman in the arbitration case administered by the Federal Mediation and Conciliation Service, *Flying Food Group LLC and UNITE HERE Local 11*, FMCS Case No.190904-10598 (February 28, 2023).

38 Section 8 (a) (5) creates the Unfair Labor Practice of refusal to bargain with the union, including unilateral changes in conditions contained in the collective bargaining agreement. See the Supreme Court decision in *NLRB v. Katz*, 369 U.S. 736 (1962).

39 The *Collyer* doctrine is based on a 1971 NLRB decision in the case *Collyer Insulated Wire* (192 N.L.R.B. 837, 1971).

In his decision, the arbitrator found "The Company had the opportunity to propose its four new restrictions during the first negotiations in 2016 and in succeeding years. It did not do so." He went on to say:

> There is no proof in this record that its access without prior notice has caused any sort of disruption or inconvenience to the Company's operations; no evidence that Union reps have ever disrupted employees' work so as to require an escort; no evidence that the Union reps disclosed confidential information…Each of the restrictions places an undue burden on the Union reps and otherwise interfere with the Union's right to properly represent unit employees.[40]

The arbitrator ordered FFG to take the following steps to remedy its violations of the contract:

- Restore the status quo ante by adhering only to the language of the collective bargaining agreement for Union access;
- Refrain from engaging in any unilateral action regarding changes;
- Refrain from applying its "Visitor's Policy" to Union access;
- Refrain from requiring NDAs containing the escort and photographing restrictions found in the record of this arbitration;
- Rescind all policies requiring advance notice.[41]

C. The Unfair Labor Practice Case

Flying Food has been embroiled in far-reaching Unfair Labor Practice proceedings at the National Labor Relations Board regional office in Los Angeles. These proceedings involve charges filed by Local 11 in 2023 and 2024 against the company for violations of the National Labor Relations Act. After investigating these charges, the NLRB regional office issued a formal Complaint on August 28, 2025 alleging multiple acts of interference, restraint, and coercion under the NLRA by management. The case was set for trial before an NLRB Administrative Law Judge beginning March 31, 2026. However, on March 23, the Labor Board and Flying Food Reached a Settlement Agreement resolving the case, discussed below.

1. Alleged violations of the NLRA

Based on its investigation, the NLRB issued a formal Complaint on August 28, 2025 finding merit in the union's charges that FFG management unlawfully:

- Bolted shut a dispatch door on February 2, 2023 to discourage workers from joining a lawful protest demonstration outside the Inglewood facility (this was also a health and safety hazard, discussed below among other health and safety matters);
- Engaged in surveillance of employees involved in union activity to interfere with their exercise of freedom of association rights;
- Threatened employees with discipline for engaging in union activity;
- Promised money to employees if they refrained from participating in union activity;
- Knowingly permitted circulation of a decertification petition in multiple work areas during work time to get rid of the union;
- Solicited employees to sign the decertification petition;

40 See decision of Arbitrator Robert B. Hoffman, *Flying Food Group LLC and UNITE HERE Local 11*, FMCS Case No.190904-10598 (February 28, 2023.

41 *Id*. Regarding the question of whether FFG's unilateral changes in union access also constituted a refusal to bargain under the NLRA, the arbitrator said he "will not engage in deciding whether an unfair labor practice also existed as the Company's unilateral conduct is "encompassed by the terms of the collective bargaining agreement."

- Suspended and then fired employee Rafael Leon because of his union activity;
- Refused to provide information requested by the union for performance of its duties as workers' collective bargaining representative.[42]

Special attention should be given to management's solicitation of employees to sign a decertification petition to get rid of the union. The ILO has said that a company's coercive actions to promote a union decertification "constitute a serious violation of Conventions No. 87 and 98 that consecrate the right of workers to freely join the organization of their own choice …"[43]

In June 2024, the NLRB regional office dismissed the decertification petition because of the potential impact of management's conduct. In dismissing the petition at that time, the NLRB Regional Director said that Flying Food:

> …solicited signatures for a decertification petition, knowingly permitted the circulation of a decertification petition on work time, interrogated employees regarding their support for a decertification petition, and provided support beyond ministerial aid to a petition to decertify the collective bargaining representative…These alleged unfair labor practices directly instigated or propelled the decertification effort, and therefore it can be presumed that the Employer's conduct, if proven, tainted the decertification petition and showing of interest in support of the petition.[44]

2. The March 2026 Settlement Agreement

In the Settlement Agreement of March 22, 2026 Flying Food admitted that it violated the NLRA by its promotion of the decertification petition – specifically, admitting that management:

- Solicited signatures for a decertification petition;
- Interrogated employees about their union sympathies and activities by asking about their support for a decertification petition;
- Knowingly permitted the circulation of a decertification petition on work time in work areas including the equipment assembly or production area, in the Cooler Department, and next to the Dish Room.

Including an admission clause in a settlement agreement is a measure sought by the NLRB when an employer's conduct is especially egregious and severely harms workers' exercise of organizing and bargaining rights.

The Settlement Agreement with Flying Food also includes a non-admission clause as to the other violations alleged in the NLRB complaint. The NLRB allows employers to include a non-admission clause when agency attorneys believe that the remedies specified in the agreement sufficiently address the violations they are prepared to prove at trial. Such remedies usually include back pay for unlawfully dismissed workers and pledges by employers going forward that "WE WILL NOT" engage in conduct alleged as unlawful in the formal complaint.

The FFG Settlement Agreement contains this extensive list of WE WILL NOT pledges to remedy other acts of interference, restraint, and coercion:

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT obstruct our doors to discourage you from participating in protected activities.

---

42 See NLRB Region 31, Flying Food Group LLC and UNITE HERE Local 11, Order Further Consolidating Cases, Second Consolidated Complaint, and Notice of Hearing, Case No. 31-CA-311690 et. al. (August 28, 2025).

43 See ILO, *Compendium of Decisions of the Committee on Freedom of Association*, Section 14, Protection against acts of interference," ¶1199 at https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/freedom-of-association/WCMS_632659/lang--en/index.htm.

44 See NLRB Region 31 *Decision to Dismiss*, Flying Food Group Case No. 31-RD-324360 (June 20, 2024).

WE WILL NOT watch you, or make it appear to you that we are watching you, in order to find out about your union activities.

WE WILL NOT promise you benefits to discourage you from supporting a union.

WE WILL NOT instruct you that you must punch out if you want to engage in a union or other protected activity during your break time.

WE WILL NOT threaten you with discipline because you engage in union or other protected activity.

WE WILL NOT solicit our employees to sign petitions to decertify UNITE HERE Local 11.

WE WILL NOT knowingly permit the circulation of petitions, on work time, to remove the Union.

WE WILL NOT ask you if you have signed or wish to sign a petition to remove the Union.

WE WILL NOT actively solicit, encourage, promote, or provide more than ministerial aid in the initiation, signing, or filing of an employee petition to decertify the Union.

WE WILL NOT suspend or fire you because of your Union membership or support.

WE WILL NOT deny Union agents access to our facility necessary for the performance of their collective-bargaining duties.

WE WILL NOT deny Union agents access to our facility necessary for the performance of their collective-bargaining duties.

WE WILL NOT unreasonably delay in furnishing the Union with requested information that is relevant and necessary to its role as your bargaining agent.[45]

The Settlement Agreement also includes an award of $50,000 to dismissed union steward Rafael Leon to compensate him for financial losses as a result of his termination.

D. Disciplinary Actions against Union Advocates and Supporters

Under the bedrock principle of freedom of association, "Anti-union discrimination is one of the most serious violations of freedom of association, as it may jeopardize the very existence of trade unions."[46] The guarantee of freedom of association prohibits "[n]ot only dismissal, but also compulsory retirement," as well as demotion or transfer for union activity or membership.[47]

As noted above, the firing of union steward Rafael Leon was encompassed in the Unfair Labor Practice complaint and Settlement Agreement. In several other instances, FFG has terminated and transferred union stewards, activists, and even those who spoke up about working conditions, on alleged grounds of misconduct, and in one case attempted to demote the worker or force retirement. These are actions that on their face violate international labor standards.

In some of these instances, an arbitrator found Flying Food's explanation for its action pretextual under the evidence presented and ordered the employee restored with backpay and other lost benefits.

- Olga Tirado, a union steward and visible leader of a strike that began on April 10, 2023, was fired during the strike for an alleged "assault" on a coworker before the strike began. After hearing testimony and

45 Note that these pledges can be enforced immediately through contempt proceedings in federal court if FFG fails to live up to them.

46 See ILO, *Compendium of Decisions of the Committee on Freedom of Association*, Section 13 "Protection against discrimination," ¶1072 at https://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/freedom-of-association/WCMS_632659/lang--en/index.htm. See also *Case No 3262 (Republic of Korea)* Definitive Report - Report No 384, March 2018.

47 See ILO *Compendium of Decisions*, ¶1109, ¶1104, ¶1087.

documentary evidence, the arbitrator said, "Quite frankly, unlike the Employer, I found the Grievant credible in her denial that she engaged in assaultive physical behavior." The arbitrator ordered the company to reinstate Ms. Tirado with back pay, restored seniority, and reimbursement of other expenses incurred during the period of unjust dismissal.[48]

- Roberto Muñoz is another Local 11 steward and active leader of the strike. Management fired him in August 2024, over a year after strike ended, allegedly for verbal abuse and gross misconduct toward coworkers. In December 2025, an arbitrator, noting "credibility concerns … heightened by the absence of corroboration" ruled that FFG had no just cause for the dismissal and ordered reinstatement with backpay and restoration of any lost benefits. [49] To date, Flying Food has refused to reinstate Muñoz, claiming that 1) it disagrees with the arbitrator's decision and 2) Muñoz allegedly engaged in sexual harassment, and reinstatement would violate federal anti-discrimination law. The arbitrator specifically found that FFG failed to prove the allegation of sexual harassment.

- Lena Weaver, a known union supporter and activist, complained to management in December 2023 about the chemical burns she was suffering on her hands from washing equipment with caustic soap ingredients without proper glove protection. Two months later, when she reported acute pain, management sent her to a clinic where she expressed anger and frustration to clinic staff after waiting three hours without treatment. Management fired her shortly afterwards for alleged "verbal abuse" and "gross misconduct" at the clinic, but the arbitrator, in a February 2026 decision, found that "FFG's evidence consisted entirely of hearsay" and that it "also failed to prove a sufficient nexus between the alleged misconduct and the workplace," since Weaver was off duty at the time of the incident. The arbitrator ordered that "The Grievant shall be returned to duty effective immediately and made whole for any losses that occurred as a result of her termination."[50]

Two cases in which the union has alleged retaliatory discrimination are pending before California state agencies. We discuss these cases here to further illustrate the types of retaliation disputes which implicate international labor standards.

Derrick Jones played a prominent and highly visible public role in Local 11's effort to win backpay for him and other affected workers under California's "right to recall" law for employees laid off due to Covid-related cutbacks. The state ordered FFG to pay $1.2 million in back pay plus interest to affected employees (later reduced to $700,000 in settlement negotiations). Jones, who had been laid off for three-and-a-half years, received $100,235, the largest single payment to FFG workers.

When Jones returned to the workplace in August 2024, he showed his check to co-workers in the presence of management. Later that day, a human resources manager commenting to him and his co-workers about the payment. In November 2024, Mr. Jones gave two small water bottles and a cracker from company inventory to a new security guard who asked him where she could find water. Management called him to their office afterwards and told him not to do so again. FFG fired Jones two weeks later, claiming that he violated company policy by giving the water and cracker to the security guard. On April 18, 2025, Jones and Local 11 filed a complaint with the California Labor Commissioner alleging that Flying Food fired him in retaliation for his participation in the right-to-recall case. The Labor Commissioner's office is still investigating the case.

Salud Garcia, an 82-year old employee with more than thirty years' service with FFG was a leader in the campaign to win representation by Local 11 and has been a union leader and activist ever since. She has been featured in news accounts of her work with the company and her efforts on behalf of the union and in the union's

48 See decision of Arbitrator Louis M. Zigman, *UNITE HERE Local 11 and Flying Food Group, LLC* (December 2, 2024).

49 See decision of arbitrator Meeta A. Bass, *UNITE HERE Local 11 and Flying Food Group LLC*, FMCS Case No. 251211-01882 (December 17, 2025). In this case, the arbitrator found "insufficient evidence to establish a causal connection between the Grievant's Union activity and the Company's decision to terminate him."

50 See decision of arbitrator Melinda G. Gordon, *UNITE HERE Local 11 and Flying Food Group*, FMCS Case No. 25013103129 (February 5, 2026).

social media advocacy communications.[51] Ms. Garcia has often testified before City authorities about safety and health conditions at the facility.

Ms. Garcia commutes by bus for more than two hours each way to and from her job. In November 2024, according to Ms. Garcia, "a supervisor came and asked me to accept a lower job in the Dish room, with less pay and less responsibility. I said no, and she gave me a paper to sign to retire."[52] After she refused to retire, management changed her shift, which required her to make the long trip by bus at night, when she felt less safe commuting.

The union sought to arbitrate Ms. Garcia' shift change, but management refused, saying that the contract had expired and the arbitration provision was no longer in effect. After enduring the shift change for eight months, Ms. Garcia returned to the day shift in January 2026 as a result of a campaign by the Local and co-workers. Garcia and the union have filed complaints with the Los Angeles Bureau of Contract Administration and the Civil, Human Rights, and Equity Department alleging retaliation and age discrimination in her treatment by FFG. The complaints are now under investigation.

E. Flying Food and International Standards on Safety and Health

As noted earlier, the ILO recognized the right to a safe and healthy working environment as the fifth core labor standard in 2022 after a broad consensus for this step among governments, unions, and employers. This core standard calls for policies "to prevent accidents and injury to health arising out of, linked with or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment."[53]

1. 2023 OSHA citations

In August 2023 the California Occupational Safety and Health agency (Cal/OSH) issued a multifaceted citation against Flying Food for several violations of its regulations.[54] One of the citations concerned the incident in which management bolted shut an exit door from the workplace on February 2, 2023, the morning of a planned employee protest outside the Inglewood facility about the lack of progress in collective bargaining. In an interview, union representative Jacqueline Perez said:

> An employee called me in the morning to say the dispatch door was locked from the outside so no one could exit. This door was commonly used by employees to exit the building to Hillcrest Boulevard, where our protest action was scheduled for that afternoon. It was an emergency exit as well.
>
> I tried the door from the inside and confirmed it would not open. I called an HR rep to ask what was going on. She said she didn't know. We walked around to the outside and saw that a metal plate had been screwed into place across the edge of the door and the door frame, making it impossible to open. I told her I was going to call the Fire Marshall. About 20 minutes later, a maintenance employee came and unscrewed and removed the plate.[55]

This incident clearly presented a health and safety hazard under Cal/OSH standards. It also was one of the unfair labor practices in the NLRB case discussed earlier, allegedly meant to interfere with workers' participation in the lawful protest action on Hillcrest Boulevard. That issue was addressed by FFG's pledge in the Settlement Agreement, which said "**WE WILL NOT** obstruct our doors to discourage you from participating in protected activities."

51 See, for example, Steve Lopez, "She's 80, washing dishes, and fighting for a better deal for younger employees," *Los Angeles Times* (June 16, 2024), at https://www.latimes.com/california/story/2024-06-16/shes-80-washing-dishes-and-fighting-for-a-better-contract-for-younger-employees.

52 Interview with Salud Garcia, February 25, 2026.

53 See ILO Occupational Safety and Health Convention, 1981 (No. 155), Article 4 (2), at https://www.ilo.org/resource/c155-occupational-safety-and-health-convention-1981-no-155.

54 Section 18 of the Occupational Safety and Health Act allows states to regulate their own safety and health conditions in the workplace as long as their laws meet all OSHA requirements. California is such a "state-plan state" and established Cal/OSH to enforce its workplace safety and health laws.

55 UNITE HERE Local 11, Amended Complaint Regarding Health and Safety Conditions at Flying Food Group, filed with the California Division of Occupational Safety and Health (Cal/OSHA), Dec. 11, 2025.

In the safety and health case, Cal/OSH's initial inspection found that "on February 2, 2023, the employer did not ensure that all required exits were maintained free of obstructions or impediments to full instant use in case of fire or other emergency" and proposed a penalty of $8,435.00.[56]

To resolve later proceedings before the Occupational Safety and Health Appeals Board, Cal/OSH and Flying Food agreed on a Settlement Order that shifted coverage of this incident from the "free of obstructions or impediments" provision to a separate "emergency action plan" provision. It still resulted in a finding of violation, but the Settlement Agreement says "the employer failed to advise each employee of his/her responsibility under the plan when the plan changed," and reduced the penalty to $3,000.00.[57] In the same settlement, penalties for four other citations totaling $2,620.00 were reduced to $2,210.00.[58]

2. 2025-2026 Safety and Health complaints

Between Nov 25, 2025 and Jan 26, 2026, Local 11 filed three complaints with Cal/OSH in response to events at the Inglewood facility. The agency is still investigating each complaint, and it must be noted that these are allegations, not conclusive findings by safety and health authorities. Nonetheless, backed up by documentation and photographic and video evidence, they raise concern about Flying Food's adherence to ILO core labor standards on safety and health.[59]

SAFETY AND HEALTH CONCERNS REPORTED TO LAWA

Local 11 had earlier shared its concerns about safety and health at Flying Food with Los Angeles World Airports. LAWA is an agency of the City of Los Angeles authority that oversees, licenses, and periodically reviews airport service providers such as Flying Food to ensure compliance with legal requirements for a license, including wage standards, health and safety standards, and other terms and conditions of employment. The union expressed "concern regarding the adequacy of the LAWA's oversight of its permittees and licensees in connection with FFG's treatment of workers."[60] On February 17, 2026, LAWA asked Flying Food to respond to the union's health and safety concerns. FFG responded on March 10, 2026.[61] Reference to these exchanges will be made in the following discussion of the three OSH complaints.

a. November 25 complaint

In its November 2025 complaint to Cal/OSH, the union reported that in October 2025, one of FFG's four industrial dishwashers short-circuited and created an electrical fire at the dishwasher's base. The complaint also alleged hazards related to drainage issues and burst pipes, hydraulic lift malfunctions and other transportation equipment problems, obstructed exits, broken bathroom fixtures, and other issues.

Space considerations preclude discussing each of these alleged safety and health violations in detail. They are still being investigated by Cal/OSH. However, the industrial dishwasher fire merits attention, considering that less than four months later, an even more serious fire occurred.

---

56 See California Department of Industrial Relations, Division of Occupational Safety and Health, *Citation and Notification of Penalty*, Inspection No. 1652143 (August 2, 2023).

57 See California Occupational Safety and Health Appeals Board, In the Matter of the Appeal of Flying Food Group, Inspection No. 1652143, *Settlement Order* (February 26, 2026).

58 *Id*. The Settlement Order also contains a non-admission clause saying "the settlement terms and conditions are not intended to be and shall not be construed by anyone or any proceeding as an admission of negligence, fault, or wrongdoing whatsoever by employer."

59 See *UNITE HERE* Local 11, *Complaint re Health and Safety Conditions at Flying Food Group (FFG) Facility at 901 W. Hillcrest Blvd. in Inglewood, California* (November 25, 2025).

60 See letter from *UNITE HERE* Local 11 to John Ackerman, CEO, Los Angeles World Airports (April 2, 2025).

61 See letter from David Cotton, Flying Food CEO, to Doug Webster, Los Angeles World Airports (March 10, 2026).

Regarding the October 2025 fire, Local 11 said in its complaint:

> Unlike regular fires, electrical fires can become significantly worse if put into contact with water. The dishwasher room of the Company is regularly inundated with large amounts of water. Fortunately, one of the dishwasher operators was able to quickly shut down the machine and extinguished the fire before it spiraled out of control. The dishwasher was partially repaired, but the panels housing sensitive electrical components have not been replaced after being damaged by the fire and the dishwasher room remains inundated with water. Furthermore, electrical wiring remains exposed.

In its letter to LAWA, Flying Food said that "the solenoid wiring insulation in the dishwasher had been compromised, which created a sparking hazard when it contacted adjacent piping… Due to the proximity of adjacent steam pipes the panel cannot fully close in its current configuration…the steam pipes have been insulated to reduce heat exposure risk, and the area has been secured with protective barriers to restrict access and maintain a safe condition."[62]

b. January 2026 Safety and Health Complaint

UNITE HERE Local 11 filed another complaint with Cal/OSH in January 2026 after a fire broke out on January 22 within the wall of Flying Food's Inglewood facility near the Hot Kitchen. This second fire, which occurred less than four months after the industrial dishwasher fire, erupted near several internal pipes and gas lines connected to large industrial stoves and ovens.[63]

Smoke and flames emanated from the fire. Employees evacuated the building and Los Angeles County Fire Department trucks came to the site. However, according to the complaint, employees' evacuation was complicated by a lack of clear evacuation maps and instructions, and because several of the exit doors and evacuation routes were blocked with cooking equipment, products, carts, and other debris. One employee stated, "In all the time I have worked here, they have never trained us in case of an explosion or fire or something like that." The complaint added that the facility's sprinkler system failed to deploy, further contributing to the chaotic evacuation.[64]

Flying Food told LAWA that

> the facility's kitchen hood fire detection and suppression system activated in response to an elevated heat condition at the primary cooking line…it discharged the suppression agent, automatically shut off the gas supply, activated the building's fire alarm system, and prompted an immediate response from the Fire Department. All personnel were safely evacuated, no injuries were reported…the incident was contained to the appliance area with no extension beyond that location.[65]

As for the sprinkler system, FFG said, "Because the incident…was quickly contained and heat did not accumulate at ceiling level, the sprinkler activation threshold was never reached." Regarding complaints of obstructed evacuation routes, the company said "The emergency exits and evacuation pathways were never blocked. During the evacuation, all employees were successfully guided by managers and supervisors to the emergency exits. We received no reports that any of the emergency exits or evacuation pathways were blocked."[66]

---

62 *Id*.

63 See UNITE HERE Local 11, *Complaint re Another Fire at Flying Food Group (FFG) Facility; Lack of Sprinklers and Fire Safety, and Unhealthy Work Conditions* (January 23, 2026).

64 *Id.*

65 See letter from David Cotton, Flying Food CEO, to Doug Webster, Los Angeles World Airports (March 10, 2026).

66 *Id*.

c. January 2026 Supplemental Safety and Health Complaint

On January 30, 2026, Local 11 filed a supplemental complaint stemming from the January 22 fire. According to the union, during the fire two employees were trapped inside a cooler that had been locked from the outside. The employees were performing their duties when the fire broke out.[67]

Interviewed for this report, one of the workers in the cooler said:

> We were working inside the Cooler when we heard the fire alarm go off. We were never instructed to treat the fire alarm as a mandatory evacuation signal. Usually when there's a fire, they just have workers in the affected area move, sometimes just to another area inside the facility, not outside.
>
> When the fire alarm continued we got worried. No one came to check on us or to tell us what was going on. We tried to go out the sliding door where we entered, but it was closed shut by a chain on the outside. We couldn't open the door. We had no idea what was going on, where the fire was, how bad it was, whether it was heading toward us, nothing.
>
> We started banging on the door for someone to hear us and let us out. Finally a supervisor heard us and opened the door. We were lucky he heard us because he was on his way out of the building when he heard us banging. When we got out of the Cooler, we could see the fire and the smoke in the Hot Kitchen heading our way. Even then, we had to get past the racks of equipment and boxes of supplies and tables and other things that were in our way.[68]

In its letter to LAWA, FFG said:

> No employees were trapped or locked inside a cooler at any time…After the alarms activated, all managers and supervisors in the facility assisted employees in evacuating from the building. A walk through was then conducted to ensure that everyone had been evacuated. During this walk through, a Storeroom Supervisor personally checked all coolers to confirm no one remained inside, and found no evidence that anyone was trapped. He found two Cold Foods employees still inside the cooler with two unlocked exit doors and he immediately guided them to the nearest emergency exit…The allegation that employees were unable to exit the walk-in cooler because it was chained shut from the outside is inaccurate. Certain coolers with high value items are secured overnight when not in use. For safety reasons, each cooler has two exits. The Storeroom Supervisor checked both exits to the walk-in cooler multiple times during the evacuation process.[69]

Of note, Cal/OSH's 2023 citation against FFG included a finding of violation related to the ability to open refrigerated room doors from the inside. The citation stated that the Company violated a requirement to ensure machinery and equipment are maintained in a safe operating condition, in part because:

> The employer did not ensure that the door of the receiving freezer in the cold warehouse storage area open [sic] properly from the inside by the employees, including but not limited to, on February 22, 2023.[70]

The recent Settlement Order affirmed this finding and FFG paid a fine on it.[71]

---

67 See UNITE HERE Local 11, *Supplemental Complaint re Fire at Flying Food Group (FFG) Facility: Workers Trapped Inside Cooler* (January 30, 2026).

68 Interview with employee Araceli Berzanes, February 23, 2026.

69 See letter from David Cotton, Flying Food CEO, to Doug Webster, Los Angeles World Airports (March 10, 2026).

70 See California Department of Industrial Relations, Division of Occupational Safety and Health, *Citation and Notification of Penalty*, Inspection No. 1652143 (August 2, 2023), Citation I Item I.

71 See California Occupational Safety and Health Appeals Board, In the Matter of the Appeal of Flying Food Group, Inspection No. 1652143, *Settlement Order* (February 26, 2026), Summary Table, Citation 1, Item 1.

These latest Cal/OSH complaints are still being investigated. But the interview, along with photographic, video, and other evidence buttressing the complaint, compels consideration whether Flying Food is living up to its pledge of adherence to ILO core labor standards on workplace safety and health pursuant to membership in the UN Global Compact and commitment to the UN Guiding principles.

4. Public Safety Violations Endangering Employees and Public

Separate from OSHA violations inside the Inglewood facility, California state inspections in 2023 of Flying Food's fleet of trucks carrying deliveries to and from LAX airport found multiple violations of truck safety regulations. These violations present "hazards in the workplace environment" under Cal/OSH standards affecting dozens of FFG truckdrivers and other workers, as well as endangering airport employees and the general public.

Violations are itemized in a 20-page report from the California Highway Patrol. The CHP concluded "This terminal is rated Unsatisfactory at this time." They include, under a general heading of "failure to ensure general maintenance of vehicle":

- Requiring drivers to work beyond the required 12-hour limit (as much as 14 hours 40 minutes, in one case);
- Failure to periodically inspect vehicles under its control at least every 90 days as required;
- Non-operating headlights, taillights, turn signals, and reverse gear lights;
- Broken mirror brackets and hanging wires;
- Loose bolts on bumpers;
- Leaking water pump coolant;
- Unsecured wheel well covers;
- Insufficient roadside reflectors;
- Leaking brake hose/tubing.[72]

F. Flying Food and International Standards on Non-Discrimination

Between November 2024 and March 2025, seven FFG female workers filed sexual harassment complaints with the California Civil Rights Department (CCRD) against a supervisor alleging unwanted sexual advances and comments and inappropriate and offensive touching and groping, sometimes in the presence of other employees and managers. Two workers further alleged that the supervisor promised certain privileges and benefits if they acquiesced to his sexual advances and other inappropriate actions.[73] The supervisor remained at work for seven months after the charges were filed.

The sexual harassment complaints are still under investigation by CCRD. However, in January 2026, three of the affected employees filed new complaints against Flying Food with other city agencies alleging retaliation for exercising their rights. The three women had spoken publicly about the sexual harassment case in 2024 and 2025 at press conferences and in social media posts and other public statements from Local 11 about the case. In the new complaints, these workers say they suffered severe and unjustified disciplinary consequences in retaliation for their advocacy. According to the workers, FFG is using claims of violations of company policy as pretext for the retaliation, when the real motive is to punish them for speaking out.

72 See California Highway Patrol, Safety Compliance Report/Terminal Record Update," File Code No. 526038 (May 2, 2023).

73 For details on the sexual harassment complaints and the retaliation complaints discussed below, see letter from UNITE HERE Local 11 and UC Irvine Law School Workers, Tenants, Law & Organizing Clinic to City of Los Angeles Bureau of Contract Administration -Equal Employment Opportunity Enforcement (EEOE) and City of Los Angeles Civil, Human Rights, and Equity Department (CHRE) (January 7, 2026).

Both sets of complaints – on sexual harassment and on retaliation – are still being investigated by the relevant state and city agencies. The outcomes depend on whether these investigations bear out the workers' claims, based on facts and evidence developed in the investigations.

This report discusses the cases here to underscore the increasingly uncertain position in which FFG finds itself, as it purports to comply with international labor standards through participation in the UN Global Compact and commitment to ILO standards and the UN Global Principles. The ILO's newest standard, aimed at preventing and redressing sexual harassment in the workplace, can act as a benchmark for determining actions that should not, under any circumstances, be tolerated in the workplace and appropriate responses on the part of management and enforcement agencies.

G. Flying Food and International Living Wage Standards

As noted earlier, there is no international labor standard setting a minimum wage amount. But an expectation still prevails, based on principles expressed in the UDHR, the ICESCR, and ILO Convention 131 calling for "remuneration ensuring for himself and his family an existence worthy of human dignity...a standard of living adequate for the health and well-being of his family. . ."[74] "providing protection for wage earners against unduly low wages."[75] And as noted earlier, the new ILO living wage guidelines call for "the wage level that is necessary to afford a decent standard of living for workers and their families, taking into account the country circumstances and calculated for the work performed during the normal hours of work."

1. Los Angeles Living Wage Ordinance (LWO)

Los Angeles is known to be one of the highest cost-of-living cities in the United States.[76] In 2022 the City of Los Angeles established a Living Wage Ordinance covering LAX workers, including airline catering workers, in view of the importance of their work to the regional economy. The LWO sought to begin remedying decades of low wages locking many workers into near-poverty conditions.

As of September 2025, the LWO set airport workers' minimum wage at $22.50 per hour plus $7.65 per hour toward health insurance premiums. For employees whose health insurance premiums cost less than $7.65, any difference between $7.65 and the lower cost must be added to workers' hourly wages.

The $22.50/$7.65 required by the LWO is still just a start toward a full living wage for Flying Food workers. The Massachusetts Institute of Technology's respected Living Wage Calculator assesses living wage levels throughout the United States. For Los Angeles County, the MIT calculator pegs a living wage at a range starting with $27.81 for a single worker with no children to $48.65 with one child, $60.54 with two children, and $77.88 for a single worker with three children.[77]

In 2022 and 2023, the Bureau of Contract Administration, which enforces the Living Wage Ordinance, issued six separate notices finding Flying Food Group and certain of its subcontractors in violation of the LWO. Violations focused mainly on FFG and the contractors' failure to divert cost savings on employees' health premiums to their wages – pocketing the difference instead.

---

74 Universal Declaration of Human Rights, Article 23 (3), 25 (1).

75 See ILO Minimum Wage Fixing Convention, 1970 (No. 131), at https://normlex.ilo.org/dyn/nrmlx_en/f?p=NORMLEXPUB:12100:0::NO:12100:P12100_INSTRUMENT_ID:312276:NO.

76 Los Angeles placed eighth-highest among U.S. cities in a recent survey. See Donna LeValley, Dan Burrows, "The 15 Most Expensive Cities to Live in the US," Kiplinger News (September 17, 2025), at https://www.kiplinger.com/real-estate/605051/most-expensive-cities-in-the-us; Los Angeles was fourth-highest among cities in which the cost of living is fastest growing, See Soo Kim, "Map Shows Major US Cities Where the Cost of Living Is Rising Most, *Newsweek* (February 9, 2026) at https://www.newsweek.com/major-us-cities-where-cost-of-living-rising-most-11482677.

77 See MIT *Living Wage Calculation for Los Angeles County, California*, at https://livingwage.mit.edu/counties/06037. The calculation is for a "basic wage" that does not factor in savings, leisure expenditures, emergency expenses, or other cost categories beyond basic needs. See https://livingwage.mit.edu/pages/faqs.

The violations were consolidated in a class action lawsuit filed in federal district court under California's Private Attorneys General Act. On February 7, 2025, the federal judge hearing the case entered a final judgment approving a settlement between Flying Food and employee plaintiffs compensating workers for LWO violations, and for violations of other wage and hour laws going back to September 2019 including underpaid meal and rest break premiums; underpaid vacation and paid leave wages; underpaid sick leave wages; and underpaid holiday wages. Under the settlement, FFG paid $400,000 to affected workers, and more than $100,000 for attorneys' fees, payments to state agencies, payments to fund administrators, and other recipients.[78]

The recent wage cases follow earlier ones. On May 13, 2015, the BCA issued a notice to FFG in which it stated that the Company had been underpaying workers under the LWO for the prior five years.[79] In 2017, FFG settled a class action wage lawsuit covering more than 1,000 workers for $4,150,000.[80]

2. COVID recall case

As outlined above in this report, in August 2023, the California Labor Commissioner found that FFG violated California's "right to recall" law setting requirements for recalling workers to their jobs after having been laid off due to Covid-related cutbacks. The law requires recalling employees to the same or similar job based on seniority.

By failing to properly recall workers to their jobs, Flying Food deprived many of them of the "living wage" they would have earned under the airport Living Wage Ordinance. The Commissioner ordered FFG to pay $1.2 million in back pay plus interest to affected employees. After ensuing settlement negotiations, FFG paid a total of $700,000 to the workers. As discussed earlier in this report, the largest single payment of $100,235 went to employee Derrick Jones, who had been laid off for three-and-a-half years and was later fired by the company – a dismissal that is still in dispute.

IV. DUE DILIGENCE OBLIGATIONS OF INTERNATIONAL AIRLINES

In addition to international labor standards that Flying Food has promised to fulfill, obligations also exist for foreign-based airlines operating at LAX that contract with FFG for catering service. A key international instrument is the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. The OECD Guidelines call upon multinational firms to exercise due diligence to ensure that contractors in their supply chains comply with ILO core labor standards and other international labor norms. This includes international airlines and their supply chain contractors such as Flying Food.

The Organization for Economic Cooperation and Development (OECD) is a policy coordinating body for thirty-eight-member states, including the United States, Japan, France, Germany and other advanced industrial powers. The OECD Guidelines aim to promote ethical behavior by multinational corporations in each others' countries. In addition to the OECD Guidelines, national legislation in France and Germany create human and labor rights due diligence obligations for home-based multinational firms in their global operations.

A. Due diligence under the OECD Guidelines

The OECD Guidelines define due diligence as "the process through which enterprises can identify, prevent, mitigate and account for how they address their actual and potential adverse impacts as an integral part of business decision-making and risk management systems."[81]

78 See *Torres et. al. v. Flying Food Group*, Final Judgment Re Class Action and PAGA Settlement, Case No. 2:23-cv-9980-SB-MRW (February 7, 2025). This was not the first time FFG has run afoul of the Living Wage Ordinance; in 2015, the City's LWO enforcement agency found that the company failed to meet requirements of the law between 2010 and 2015, and ordered FFG to immediately raise employees' wages to the level required by law and to pay back pay for lost wages since May 1, 2015, when the LWO took effect. See City of Los Angeles, Office of Contract Compliance, *Living Wage Ordinance – Notice to Correct* (May 13, 2015).

79 Los Angeles Bureau of Contract Administration, Notice to Correct issued to Flying Food Group (May 13, 2025).

80 See *Aguilar v. Flying Food Group Pacific, Inc.,* Case No. BC553539; Hadsell Stormer Renick & Dai LLP, "HSR Reaches $4,150,000 Settlement On Behalf Of Over 1,000 Workers At Flying Food Group Pacific" (December 05, 2017), https://www.hadsellstormer.com/newsroom/2017/december/hsr-reaches-4-150-000-settlement-on-behalf-of-ov/

81 See OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (2023), *Commentary on Chapter II*, ¶15, at https://www.oecd.org/content/dam/oecd/en/publications/reports/2023/06/oecd-guidelines-for-multinational-enterprises-on-responsible-business-conduct_a0b49990/81f92357-en.pdf.

The Guidelines obligate multinational firms to "seek to prevent or mitigate an adverse impact where they have not contributed to that impact, when the impact is nevertheless directly linked to their operations, products or services by a business relationship…."[82]

Here is how the OECD Guidelines define "business relationship" and related obligations:

> The term 'business relationship' includes relationships with business partners, sub-contractors…in the supply chain which…contribute to the enterprise's own operations, products or service…[83]
>
> Where an enterprise is directly linked to an adverse impact through a business relationship, it has responsibility for using leverage…to influence the entity causing the adverse impact to prevent, mitigate or remediate that impact…
>
> Appropriate responses with regard to the business relationship may include continuation of the relationship…temporary suspension of the relationship…or, as a last resort, disengagement from a business relationship…Where it is possible for enterprises to continue the relationship and demonstrate a realistic prospect of, or actual improvement over time, such an approach will often be preferable to disengagement.
>
> Enterprises may also engage with suppliers…to improve their performance…and support the integration of principles of responsible business conduct compatible with the Guidelines into their business practices.

In sum, under the OECD Guidelines, the global airlines are in a "business relationship" with Flying Food Group, and therefore have an obligation to "use their leverage" to influence FFG's "adverse impact" on workers' human rights and labor rights.

B. Airlines' code of conduct for suppliers

Each of the airlines served by Flying Food in Los Angeles has a "supplier code of conduct" or similarly-named policy document requiring suppliers such as FFG to adhere to international human rights and labor standards.

Japan Airlines, for example, says that supplier contractors such as FFG must:

> Make every effort to create workplaces that are free of harassment and unlawful discrimination… Respect fundamental labor rights including freedom of association, workers' rights to organize and collective bargaining rights… Prevent occupational accidents and illness by providing and maintaining safe and sound work environments…[84]

All Nippon Airways says supplier contractors such as FFG must:

> Uphold and respect internationally recognized human rights…make efforts to pay wages that are sufficient for the employee and his or her family to meet basic needs in their economic sphere… recognize and respect employees' rights to freedom of association and their rights to join labor unions, to engage in protests, and to bargain collectively…without fear of reprisals, threats, or harassment.[85]

82 See OECD Guidelines (2023), Chapter II, *General Policies*, ¶A. 13, *Id.*

83 See OECD Guidelines (2023), Commentary on General Policies, ¶17.

84 See JAL supplier code of conduct at https://www.jalba.co.jp/en/assets/pdf/code_conduct_en.pdf.

85 See ANA Group Supplier Code of Conduct at https://www.ana.co.jp/group/en/csr/basic_approach/pdf/supplier.pdf.

Air France says supplier contractors such as FFG must:

> Respect and support human rights as set out in the Universal Declaration of Human Rights and defined by the ILO and ensure no involvement in human rights abuses…not discriminate any employees…grant its employees the right to freedom of association and collective bargaining…wages should always meet the minimum income necessary for a worker to meet their basic needs…provide its employees with a safe and healthy workplace to prevent accidents and injuries…regularly train employees on emergency situations…[86]

Lufthansa says this of its supplier contractors such as FFG:

> As a participant in the United Nations Global Compact, the Lufthansa Group supports the Universal Declaration of Human Rights and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. We always strive to comply with the UN Guiding Principles on Business and Human Rights and the eleven core labor standards of the International Labor Organization (ILO) at all times…
>
> The Lufthansa Group expects its suppliers to respect the freedom of association, i.e. the right to form trade unions and employee representations, and the right to collective bargaining and to advocate for its recognition (ILO core labor standards 87 and 98). The Lufthansa Group considers it important that its suppliers ensure health and safety at the workplace and comply with the laws of the respective place of work. The Lufthansa Group expects its suppliers to pay their employees appropriate and fair wages…[87]

C. Complaints under the OECD Guidelines

Each OECD member country maintains a National Contact Point (NCP) to administer complaints. NCPs review complaints and companies' responses, often in a prolonged exchange of communications among the parties and the NCPs. In the end, National Contacts Points do not have adjudicatory power. Rather, they are empowered to offer their good offices to mediate the dispute when they decide that mediation can "positively contribute to the resolution of issues."[88] OECD mediation is voluntary – either party can decline the offer of mediation.

UNITE HERE Local 11 has filed OECD complaints against Japan Airlines with the NCP of Japan, against Air France with the French NCP, and against Lufthansa with the German NCP, for failure to exercise due diligence to ensure that FFG complies with international human rights and labor standards.

Local 11 filed its OECD complaint against Japan Airlines in October 2023. Here is how the Japanese NCP characterized the case:

> Each of the issues raised by the Complainant concerns the specific working conditions of FFG's employees and the exercise of their right to organize over working conditions…For each of the issues raised, specific facts are presented to support the allegations. In addition, the Complaint is accompanied by documents supporting some facts, including the fact that the Highway Patrol and

86 See Air France Supplier Code of Conduct at https://procurement.airfranceklm.com/procurement/files/AFKLM_Supplier_Code_of_Conduct_2023_EN_May23.pdf.

87 See Lufthansa supplier Code of Conduct at https://www.lufthansagroup.com/media/downloads/en/suppliers/LHG-Code-of-Conduct-Supplier-20231219-EN.pdf.

88 OECD (2019), *Guide for National Contacts Points on the Initial Assessment of Specific Instances, OECD Guidelines for Multinational Enterprises*, p.12., at https://www.oecd.org/content/dam/oecd/en/publications/reports/2019/01/guide-for-national-contact-points-on-the-initial-assessment-of-specific-instances_e2268cca/c8d7f80a-en.pdf.

the occupational health and safety authority have cited FFG for violations of relevant standards. Accordingly, it can be assessed that the issues are raised based on evidence.[89]

In June 2024, the Japan NCP decided that an offer of mediation could positively contribute to the resolution of the issues raised in the complaint. UNITE HERE Local 11 immediately accepted the offer of mediation. However, in July, Japan Airlines rejected the NCP's offer of mediation.

In a Final Statement, the NCP concluded:

> The Enterprise Involved decided not to participate in the direct dialogue through the NCP process as requested by the Complainant. The assistance of NCPs in resolving issues cannot be provided without the agreement of parties, and as one of the parties to the specific instance has declined the mediation offered by the Japanese NCP, the Japanese NCP will regrettably terminate the proceedings in this specific instance…The Japanese NCP recommends that the Enterprise Involved continue to ensure the observance of the Guidelines and carry out due diligence, including through the use of its leverage over suppliers, and continue to urge FFG and seek to engage with the Complainant to resolve the issues raised.[90]

The OECD complaints against Air France and Lufthansa are still under review by the NCPs of France and Germany. Confidentiality requirements preclude any more commentary about them in this report.

D. OECD Guidelines and U.S. Law

In the complaint whose outcome has been published, JAL said it relied on Flying Food's statements that it was complying with U.S. law. FFG's statements were incorrect, considering many citations and fines in cases noted above, and cases still underway in the U.S. labor and employment law system.

However, compliance or non-compliance with national law is not relevant to complaints and cases under the OECD Guidelines. The Guidelines' *Guide for National Contacts Points on the Initial Assessment of Specific Instances* clearly states:

> The Guidelines provide that they "extend beyond the law in many cases... reference should be made at a minimum to the internationally recognized human rights expressed in the International Bill of Human Rights…and to the principles concerning fundamental rights set out in the 1998 International Labor Organization Declaration on Fundamental Principles and Rights at Work."
>
> A situation where an enterprise has met domestic law requirements is not necessarily equivalent to a situation in which an enterprise observed the Guidelines. Similarly, if an enterprise has followed domestic law, this does not necessarily mean it has met the expectations of the Guidelines… [T]he expectations of the Guidelines can exceed domestic obligations with respect to the questions at issue.[91]

---

89 See Japan National Contact Point, Specific Instance between UNITE HERE Local 11 and Japan Airlines Co., Ltd. (JAL), *Final Statement* (March 19, 2025; emphasis added), at https://www.mofa.go.jp/files/100815127.pdf. Japan Airlines argued that the NCP should dismiss the complaint because of ongoing legal proceedings in the United States under federal, state and city laws. However, the OECD Guidelines state clearly that such "parallel proceedings" are no bar to the NCP's consideration of a complaint:If parallel proceedings have been conducted, are underway, or are available to the parties concerned, this does not preclude the NCP from offering good offices to the parties. NCPs should evaluate whether an offer of good offices could make a positive contribution to the resolution of the issues raised and/or the implementation of the Guidelines going forward and would not create serious prejudice for either of the parties involved in these other proceedings or cause a contempt of court situation.

See OECD Guidelines, *Commentaries on the Implementation Procedures*, ¶35, at https://www.oecd.org/content/dam/oecd/en/publications/reports/2023/06/oecd-guidelines-for-multinational-enterprises-on-responsible-business-conduct_a0b49990/81f92357-en.pdf.

90 *Id*.

91 See OECD (2019), *Guide for National Contacts Points on the Initial Assessment of Specific Instances*, ¶¶18-19, at https://mneguidelines.oecd.org/Guide-for-National-Contact-Points-on-the-Initial-Assessment-of-Specific-Instances.pdf.

V. CONCLUSION AND RECOMMENDATIONS

The UN Global Compact, ILO core labor standards, and UN Guiding Principles on Business and Human Rights are all "soft law" instruments in the international legal arena. They do not have adjudicatory or enforcement powers, which are left to national labor law mechanisms. Nonetheless, the Global Compact, ILO, and UNGP standards are internationally recognized and accepted norms to which companies are expected to adhere – especially when they publicly commit to these norms, as Flying Food Group has done in joining the Global Compact.

National procedures are still underway in several labor and employment law cases involving Flying Food at LAX, and could take months or years more before coming to final legal conclusions. However, assessed in light of international human rights and labor standards, FFG's conduct runs contrary to its stated commitments to the Global Compact, ILO standards, and UN Guiding Principles.

FFG's responsibilities under international standards give rise to the following recommendations:

1. UN Global Compact

UNITE HERE Local 11 can consider challenging Flying Food's membership in the UN Global Compact. This does not pose legal liabilities for FFG since the Global Compact does not have enforcement procedures or remedies. But it does have procedures for "de-listing" companies that fail to meet reporting requirements.

Flying Food joined the UN Global Compact in November 2024. The first required step for new company participants is to convey a Communication on Progress (CoP) to the Global Compact disclosing "information regarding participants' implementation of the Ten Principles."[92] The date for Flying Food to submit its first CoP is July 31, 2026.

In the past, a company's annual pre-cooked sustainability or social responsibility report sufficed as a CoP for the Global Compact. But in 2024, the Global Compact tightened CoP requirements. It now must be accompanied by a CEO Statement of Continued Support, and must take the form of responses to a detailed questionnaire on the Ten Principles of the Global Compact, or alternatively a social responsibility report that specifically addresses the Ten Principles.[93]

UNITE HERE Local 11 can convey this report to the Global Compact before July 31 and ask the UNGC to pause acceptance of the company's CoP until issues related to international labor standards are resolved. If the Global Compact does not take action then, Local 11 can review Flying Food's questionnaire responses or social responsibility report and identify inconsistencies with Principles 1 and 2 of the Global Compact – of which there are many, as this report demonstrates. The union can urge the Global Compact to de-list Flying Food until the company comes into compliance with the Global Compact, ILO core labor standards, and UN Guiding Principles.

Of course, the best outcome would be a Communication on Progress reporting to the Global Compact that Flying Food Group and Local 11 have resolved their collective bargaining and legal disputes through agreement on a new contract and settlement of the remaining legal cases.

2. ILO Complaint

UNITE HERE Local 11 can consider filing a complaint with the ILO Committee on Freedom of Association citing Flying Food's violations of international labor standards. Technically, the Committee would examine excessive delays and weak remedies in U.S. labor law that have so far failed to end the company's violations. It would also provide a forum to challenge the striker replacement doctrine in U.S. law. As with the UN Global Compact, this would not expose the company to legal liabilities since the ILO does not have enforcement power. But it would

92 See UN Global Compact, *Policy on Communication on Progress* (2025), at https://communications-assets.unglobalcompact.org/docs/about_the_gc/2025%20CoP%20Policy.pdf.

93 *Id.*

be known as the Flying Food case, and have a strong impact in the court of public opinion and the global human rights and labor rights communities with significant reputational risks for FFG.

3. OECD Complaints

Local 11's complaint against Japan Airlines under the OECD Guidelines for Responsible Business Conduct is the only case that has reached the end of the formal OECD Specific Instance process. Complaints against Air France and Lufthansa before the National Contact Points of France and Germany are still in progress. Through this mediation process, UNITE HERE Local 11 will have an opportunity to fashion an agreement on using their influence as prime contractors in the supply chain to halt Flying Food's violations of international standards and help resolve disputes with Local 11. If other airlines do not engage in appropriate due diligence regarding FFG, Local 11 may consider filing complaints under the OECD Guidelines with respect to those other airlines.

4. European Due Diligence Laws

If Air France and Lufthansa were to fail to undertake appropriate due diligence through the OECD Guidelines process or otherwise, UNITE HERE could seek further consideration by legal authorities in France and Germany. Both countries have adopted Due Diligence laws requiring their multinational firms to ensure respect for human rights and labor rights in their supply chains.[94] These laws hold out the possibility of legal liability for companies that fail to exercise sufficient due diligence in monitoring their suppliers' conduct and taking action when suppliers violate international standards.[95]

The EU's Corporate Sustainability Due Diligence Directive requires enterprises over a certain size to conduct mandatory due diligence throughout their supply chain to identify, prevent, and mitigate human rights violations within their own operations as well as those of their subsidiaries and value chain. Failure to comply with the Directive incudes fines of up to three percent of a company's "net turnover." While the CSDDD does not go into effect until July 2029, Air France and Lufthansa should begin conducting due diligence throughout their supply chain, including Flying Food, to ensure that they do not run afoul of the CSDDD.

5. USMCA Trade Agreement

The United States-Mexico-Canada trade agreement presents another mechanism for bringing Flying Food's conduct to an international venue applying international standards. The USMCA's labor chapter obligates its parties to "adopt and maintain in its statutes and regulations, and practices thereunder…rights as stated in the ILO Declaration on Rights at Work" and "acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health."[96] The trade agreement further contains protections for immigrant workers and protections against discrimination.

UNITE HERE and allied organizations can file a complaint with Mexico's labor ministry under the USMCA labor chapter. Technically, the complaint would be against the United States government for failure to effectively enforce labor laws to protect the rights of Flying Food workers, citing problems such as weak remedies, excessive delays, and features that clearly violate ILO standards, such as the permanent replacement doctrine.

But it would be known as the Flying Food case. Under the agreement, Mexico can hold public hearings in Mexico City or in Tijuana, closer to the California border, at which FFG workers would testify about their experiences. The procedure cannot result in enforceable orders, but it can provide powerful evidence in the court of public opinion

94 In France, the 2017 Corporate Duty of Vigilance Law; in Germany, the 2023 Supply Chain Due Diligence Act.

95 On March 1, 2026, a French court ruled that the multinational cosmetics firm Yves Rocher violated the Corporate Duty of Vigilance Law by failing to prevent violations of organizing and collective bargaining rights at a Turkish subsidiary, ordering the company to pay back pay to affected workers and legal costs to their attorneys. See Business and Human Rights Centre, "France: Court finds Yves Rocher Group failed to comply with duty of vigilance law re risks of workers' rights abuses at Turkish subsidiary" (March 1, 2026), at https://www.business-humanrights.org/en/latest-news/france-court-finds-yves-rocher-group-failed-to-comply-with-duty-of-vigilance-law-re-workers-rights-abuses-at-turkish-subsidiary/.

96 These clauses refer to core labor standards of the Declaration on Fundamental Principles and Rights at Work and other internationally recognized standards.

in the two countries and in the international labor rights community at large. The two governments can follow up with a joint action plan to address problems identified in the complaint and in public hearings.

6. City, County, and State Authorities

Multiple Los Angeles city and county agencies, along with California state agencies, have jurisdiction over complaints against Flying Food both by Local 11 and by employees regarding safety and health, discrimination, wage and hour laws, retaliation claims, and others. In many cases discussed in this report, they determined that the company violated relevant ordinances and laws. Many other cases are still in progress. Perhaps these local and state agencies can communicate and collaborate in their approach to the company. Not to "crack down" on FFG – government authorities must apply the law and adhere to their procedures neutrally and even-handedly – but to engage with Flying Food toward a comprehensive resolution of the many disputes those agencies are dealing with.

7. Bottom Line

As discussed above in connection with FFG's Communication on Progress to be delivered to the UN Global Compact later this year, the best solution for all parties would be a comprehensive resolution of all current litigation under federal, state, and local law, and a collective bargaining agreement that restores healthy labor relations between the company and UNITE HERE Local 11.