

## MEMORANDUM

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TO: International Lawyers Assisting Workers (ILAW)

RE: International labor law and violations of human rights standards at Bridgestone Firestone rubber plantation in Liberia

### Introduction

This memorandum addresses whether conditions of work at the Firestone Liberia rubber plantation violate international human rights, including labor rights standards, and if so, potential avenues of recourse for workers and their allies in trade unions and non-governmental organizations.

Section I briefly presents Bridgestone/Firestone's corporate structure relevant to its operations in Liberia and the labor and employment situation on the ground.

Section II sets forth international standards on forced labor, freedom of association, and occupational safety and health under International Labour Organization (ILO) conventions, recommendations, and protocols.

Section III analyzes Bridgestone Firestone's human rights policies. These policies show that Bridgestone has committed to abide by ILO core labor standards throughout its supply chain.

In Section IV, we provide an in-depth examination of working conditions on the plantation in light of these international standards and the company's obligations to abide by them. This examination indicates that the exploitative conditions faced by contract workers at the Firestone Liberia plantation violate the standards Bridgestone claims to follow. These conditions show multiple indicators of forced labor within the ILO's definition, including isolation, intimidation and threats, partial withholding of wages, abusive working and living conditions, and excessive overtime.

Section V outlines potential avenues of recourse for the Firestone Agricultural Workers Union of Liberia (FAWUL) and its allies to address exploitative labor conditions on the plantation. We begin with enforceable remedies under U.S. trade laws, with special attention to Section 307 of the Trade Act of 1930, and then discuss other options.

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Section VI discusses the role that socially responsible investors can play in engaging Bridgestone about conditions at the Firestone Liberia plantation and helping to achieve compliance with international standards. We also consider the commitments of Bridgestone’s major customers in the United States to ensure that their suppliers adhere to international human rights and labor rights standards pursuant to their codes of conduct for suppliers.

## **I. Corporate and factual background**

In 1988, Japan-based Bridgestone Tire acquired U.S.-based Firestone Tire & Rubber Co. for \$2.6 billion. The Bridgestone Corporation (Bridgestone or the Company) is now the world’s largest tire and rubber manufacturer by revenue and market capitalization, with revenue for 2023 near \$30 billion and profits of \$3.3 billion.<sup>1</sup>

Bridgestone operates more than 100 manufacturing facilities around the world as well as the world’s largest network of company-owned automotive service centers. In the U.S., Bridgestone operates through its subsidiary, Bridgestone Americas, headquartered in Nashville, Tennessee.<sup>2</sup> The Company employs more than 125,000 workers worldwide; approximately half are represented by trade unions.

A subsidiary of the Company, Bridgestone Americas (BA), owns and operates Firestone Liberia through its own subsidiary, Firestone Natural Rubber Company.<sup>3</sup> In turn, Firestone Liberia runs the world’s largest contiguous rubber plantation, an area covering more than 180 square miles in Harbel, fifty miles east of the capital city of Monrovia.

Firestone first gained the right to lease the land for the production and export of rubber in 1926 under a concession agreement with the government of Liberia. The parties have renegotiated and extended the concession, most recently in 2008, with a term expiring in 2041.<sup>4</sup> Under the agreement, Firestone receives favorable “tax, fiscal and other terms” from the government.<sup>5</sup>

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<sup>1</sup> See <https://www.bridgestone.com/corporate/history/story/2001-2007.html> for the Company’s full history.

<sup>2</sup> See <https://www.ustires.org/about-us/members/bridgestone-americas-inc;>

<https://www.bridgestoneamericas.com/en/contact-us/headquarters>.

<sup>3</sup> According to Firestone Natural Rubber Company’s website, “Firestone Liberia LLC is a legally registered company in Liberia, a direct subsidiary of Firestone Natural Rubber Company, and an indirect subsidiary of Bridgestone Americas - part of the Bridgestone Group.” <https://www.firestonenaturalrubber.com/about-us/>. The 2008 concession agreement, described above in text (and see n.4), also states that Firestone Liberia is a subsidiary of BF Diversified Products, LLC (BFDP). See Appendix VII, Supplemental Agreement, at [https://drive.google.com/file/d/1qllivk77yFz\\_O2hVSwhwA8DhJiJebo9q/view](https://drive.google.com/file/d/1qllivk77yFz_O2hVSwhwA8DhJiJebo9q/view). BFDP was renamed Firestone Diversified Products in 2009. See <https://www.aftermarketnews.com/bridgestone-americas-to-rename-company-operations-restructures-tire-operations/>.

<sup>4</sup> See Liberia, Firestone Liberia, Inc., Concession Agreement (2008) at

<https://openlandcontracts.org/contract/ocds-591adf-0966186576/view#/pdf>.

<sup>5</sup> See *Id.*, Preamble.

Firestone Liberia is the country's largest private employer.<sup>6</sup> It directly and indirectly employs over 7,000 workers in a vast operation extracting and processing latex from rubber trees for export to tire factories in the United States and around the world. Many families have lived and worked on the plantation for generations. Other workers are recruited from different regions of Liberia, and include people from all of the country's sixteen ethnic groups. The total population of the Firestone Liberia plantation is about 70,000, according to the top Nashville, Tennessee-based company official overseeing operations there.<sup>7</sup>

When Firestone first acquired the plantation nearly a century ago, the employment system was openly and notoriously based on state-imposed forced labor. As early as 1930, forced labor at the Firestone Liberia plantation was the subject of international inquiries and exposés, including by an international commission established under the auspices of the League of Nations.<sup>8</sup>

Two decades later, an *Ad Hoc* Committee on Forced Labour considered claims of slavery and forced labor in Liberia. The Committee, which issued its report in 1953 for submission to the United Nations' Economic and Social Council and the ILO's Governing Body, noted Liberia's widespread use of forced labor and found "that labour employed for private purposes on privately owned plantations has been impressed for this service on the authority of high government officials . . . ."<sup>9</sup>

In 1963, an ILO Commission of Inquiry examined a complaint on forced labor in Liberia.<sup>10</sup> In 1974, the ILO Committee of Experts on the Application of Standards and Recommendations (CEACR) made an official observation to the government of Liberia citing the inadequacy of the labor inspection system to guard against forced labor in agriculture.<sup>11</sup> That year, the CEACR also observed that Liberia had failed to abrogate, as Convention 29 required, numerous concession agreements with private companies in which it agreed to help those entities maintain an adequate labor supply.<sup>12</sup>

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<sup>6</sup> See <https://www.firestonenaturalrubber.com/about-us/>.

<sup>7</sup> See Bridgestone Americas' company-sponsored "Thrive" podcast discussing the history of Firestone Liberia, in which the Nashville-based executive is joined by two top-level local Liberian managers, May 20, 2024, at <https://youtu.be/hsXtvOG6dNM?feature=shared>.

<sup>8</sup> See Lee Swepston, "Forced and compulsory labour in international human rights law," ILO Working Paper (2014), at <https://www.ilo.org/publications/forced-and-compulsory-labour-international-human-rights-law> (citing Report of the International Commission of Inquiry into the Existence of Slavery and Forced Labour in the Republic of Liberia, Sept. 8, 1930 (State Dept, Washington, 1931), at <https://babel.hathitrust.org/cgi/pt?id=uiug.30112059732252&seq=1>).

<sup>9</sup> United Nations and International Labour Office, Report of the Ad Hoc Committee on Forced Labour, 1953, U.N. Document E/2431, at <https://digitallibrary.un.org/record/793975?ln=en&v=pdf>.

<sup>10</sup> See Swepston, *id.* at 7 n.6 (citing Report of the Commission appointed under article 26 of the Constitution of the International Labour Organization concerning the Observance by the Government of Liberia of the Forced Labour Convention, 1930 (No. 29) (ILO, Official Bulletin, Vol. XLVI (1963))).

<sup>11</sup> See *id.* at 13.

<sup>12</sup> See International Labour Conference, 59th Sess. 1974, Committee of Experts on the Application of Conventions and Recommendations, Summary of Reports on Ratified Conventions, Report III Part I, p. 80, at [https://webapps.ilo.org/public/libdoc/ilo/P/09661/09661\(1974-59\).pdf](https://webapps.ilo.org/public/libdoc/ilo/P/09661/09661(1974-59).pdf).

As senior ILO expert Lee Swepston wrote in a 2014 historical analysis of the forced labor convention, “The situation in Liberia under both the Slavery Convention and the Forced Labour Convention . . . may be described as a situation of domestic colonialism. In the Liberian situation, as later in the Dominican Republic/Haiti case, State action created a system allowing private employers to impose forced labour.”<sup>13</sup>

By the end of the 1970s, international pressure compelled Firestone and Liberia to move away from their open forced labor system and to halt the most abusive, exploitative practices. However, as this memorandum observes, elements of forced labor continued. In a 1990 interview, the president of Firestone Rubber told the *New York Times*, apparently without irony: “The best way to think of it is as an old Southern plantation.”<sup>14</sup>

In 2007, workers at the Firestone Liberia plantation successfully formed a trade union, the Firestone Agricultural Workers Union of Liberia (FAWUL). The union achieved a first collective bargaining agreement in 2008,<sup>15</sup> and has re-negotiated successive CBAs since then, gradually improving wages, working conditions and living conditions for plantation workers and their families. However, in 2019, Firestone management took the dramatic step of terminating the employment of approximately 2,000 FAWUL-represented employees ([See Annex I for a photo of a termination letter](#)). It then required them to sign employment contracts with one of twelve authorized third-party labor contracting agencies in order to keep working.

The third-party labor agencies in the Firestone Contractors Association require workers to sign short-term employment contracts of one to three months, stripping them of rights outlined in FAWUL’s collective bargaining agreement with Firestone and the land concession agreement between the Government of Liberia and Firestone which are only available to permanent employees directly employed by Firestone Liberia. Moreover, the agencies can refuse to renew any worker’s contract upon its termination, creating a permanent climate of fear among workers about exercising organizing and bargaining rights or questioning any work-related orders. This shift from stable Firestone employment status to precarious agency employment status has plunged this large group of workers into steadily worsening conditions without trade union representation.<sup>16</sup>

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<sup>13</sup> Swepston, *id.* at 7. For a comprehensive historical account focused on Liberia, see Gregg Mitman, *Empire of Rubber: Firestone’s Scramble for Land and Power in Liberia* (2021).

<sup>14</sup> Eric N. Berg, “Talking Business with Renninger of Bridgestone/Firestone,” *New York Times*, September 18, 1990, at <https://www.nytimes.com/1990/09/18/business/talking-business-with-renninger-bridgestone-firestone-rubber-plantation.html>

<sup>15</sup> Global Labour Justice, “Firestone Plantation Workers in Liberia Reach Historic First Collective Agreement,” July 8, 2008, at <https://labourrights.org/releases/firestone-plantation-workers-liberia-reach-historic-first-collective-agreement>

<sup>16</sup> One motivation for the transference to contractor status apparently was Firestone management’s view that this group of 2,000 workers who perform the most physically demanding and hazardous work on the plantation were making too many visits to the company’s health clinics. As one official of the clinics said: “Before Firestone contracted tappers, we used to see about 800 patients every month. Now that people are on contract, we see between 350 and 450 patients monthly. If they end up taking time from their jobs to come to the clinic, it counts against their daily production quotas, which has a direct impact on their pay.”

In late August 2024, 97 percent of contracted workers on the plantation voted to join FAWUL in a government-conducted election. As of this writing, Firestone has publicly refused to allow contract workers to become employees of Firestone and to be represented by FAWUL, instead insisting that they must continue to work for the agencies in the Firestone Contractors Association.<sup>17</sup> A government-sponsored mediation is underway seeking to resolve the dispute.<sup>18</sup> In the meantime, conditions on the ground remain unchanged.

## **II. International labor standards**

### **A. ILO standards on forced labor**

#### **1. Forced labor instruments**

International labor standards, as well as other human rights instruments, recognize freedom from forced labor as a basic human right. Soon after its founding, the ILO adopted the Forced Labour Convention, 1930 (No. 29), which requires all ratifying countries “to suppress the use of forced or compulsory labour in all its forms within the shortest possible period.”<sup>19</sup> The ILO supplemented Convention 29 in 1957 with the Abolition of Forced Labour Convention (No. 105).<sup>20</sup>

The ILO’s 1998 Declaration on Fundamental Principles and Rights at Work (Declaration)<sup>21</sup> recognizes the elimination of all forms of forced or compulsory labor as one of five core principles and rights. In turn, Conventions 29 and 105 have become two of the “core conventions” associated with the Declaration.

In response to the continued pervasiveness of forced labor in the global economy, the ILO adopted the Protocol of 2014 to the Forced Labour Convention, 1930, which requires each Member State to adopt effective measures to prevent and eliminate forced

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See David S. Menjor, “Firestone’s Balancing Act: Profits and People,” *Liberia Daily Observer*, July 25, 2024, at [https://www.liberianobserver.com/business/firestone-s-balancing-act-profit-and-people/article\\_db112346-4a7d-11ef-8c83-0be91e0a417b.html](https://www.liberianobserver.com/business/firestone-s-balancing-act-profit-and-people/article_db112346-4a7d-11ef-8c83-0be91e0a417b.html).

<sup>17</sup> See Andrew Schunk, “Firestone Liberia contractors vote to unionize; Bridgestone says third-party workers not eligible to join FAWUL union,” *Rubber News* (September 9, 2024), at <https://www.rubbernews.com/news/firestone-liberia-contract-workers-vote-unionize-fawul>.

<sup>18</sup> See New Republic Liberia, “Liberia news: Labour Ministry Launches Dispute Settlement At Firestone” (November 18, 2024), at <https://www.newrepublicliberia.com/liberia-news-labour-ministry-launches-dispute-settlement-at-firestone/>.

<sup>19</sup> ILO Forced Labour Convention, 1930 (No. 29), at [https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C029](https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C029).

<sup>20</sup> See ILO Abolition of Forced Labour Convention, 1956 (No. 105), at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C105](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C105). Convention 105 treats forced labour as a form of oppression of political dissidents; it is not implicated here.

<sup>21</sup> See ILO Declaration on Fundamental Principles and Rights at Work (1998), as amended (2022), at <https://www.ilo.org/ilo-declaration-fundamental-principles-and-rights-work>.

labor.<sup>22</sup> The Protocol stresses the urgency of the situation, notes the evolving forms and contexts of forced labor as well as its growth in the private economy.

## 2. Definition of forced labor under these standards

Convention 29 defines forced labor as “all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.”<sup>23</sup> The Convention’s definition of forced labor has three elements: 1) all work or service, 2) menace of any penalty, and 3) voluntary offer. “[T]he Convention applies to all types of work, service and employment, regardless of the industry or sector within which it is found . . .” the instrument applies to “all workers in the public and private sectors,”<sup>24</sup> regardless of the identity of their employer or their particular employment status.

The ILO Committee of Experts on the Application of Conventions and Recommendations (Committee of Experts or CEACR)<sup>25</sup> has observed that “[f]orced or compulsory labour in the world of work takes a wide variety of forms”<sup>26</sup> and has emphasized the Convention’s breadth of coverage:

When adopting the Convention, ILO constituents opted for a broad definition of the term “forced labour” – comprising the three elements examined above – rather than enumerating a list of prohibited practices. The use of a broad definition has enabled the ILO supervisory bodies to address traditional practices of forced labor, such as vestiges of slavery or slave-like practices, and various forms of debt bondage, as well as new forms of forced labor that have emerged in recent decades, such as human trafficking.<sup>27</sup>

Regarding the key clause “menace of any penalty,” the Committee of Experts has clarified that “the penalty here in question need not be in the form of penal sanctions, but

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<sup>22</sup> See ILO Protocol of 2014 to the Forced Labour Convention of 1930, at

[https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:P029](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:P029).

<sup>23</sup> ILO International Labour Conference (ILC), 96th Sess. 2007, Report of Committee of Experts on the Application of Conventions and Recommendations (Report of Committee of Experts), Report III (Part 1B), at ¶37, at

[https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40ed\\_norm/%40relconf/documents/meeting\\_document/wcms\\_08919.9.pdf](https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40ed_norm/%40relconf/documents/meeting_document/wcms_08919.9.pdf).

<sup>24</sup>*Id.*, ¶262.

<sup>25</sup> According to the ILO, “The Committee of Experts is an independent body composed of 20 high-level national and international legal experts, who are charged with examining the application of ILO Conventions, Protocols and Recommendations by ILO Member States.” See

<https://www.ilo.org/international-labour-standards/ilo-supervisory-system-regular-supervision/applying-and-promoting-international-labour-standards/committee-experts-application-conventions-and-recommendations-ceacr>.

<sup>26</sup> See ILC, 101st Sess. 2012, Report of Committee of Experts, ¶262, at

[https://webapps.ilo.org/public/libdoc/ilo/P/09661/09661\(2012-101-1B\).pdf](https://webapps.ilo.org/public/libdoc/ilo/P/09661/09661(2012-101-1B).pdf).

<sup>27</sup> *Id.* ¶272.

might take the form also of a loss of rights or privileges.”<sup>28</sup> During the proceedings leading up to adoption of the Convention, the drafters made clear that they intended to include the loss of *any* rights or privileges in this definition.<sup>29</sup>

The voluntary offer clause also encompasses situations in which workers cannot leave their jobs voluntarily or can do so only under certain conditions.<sup>30</sup> In addition, the accumulation of abusive practices and conditions can convert a voluntary employment situation into one “that amount[s] to the exaction of forced labour.”<sup>31</sup>

The ILO’s Committee of Experts has spoken directly to the issue of excessive mandatory overtime as a type of forced labor. We single it out here because of its relevance to the facts discussed in Section IV. The Committee has generally set an 8-hour day and maximum 48 hours per week as the baseline standard for working time and overtime. In considering cases arising under Convention 29, the Committee of Experts has developed an approach allowing mandatory overtime within reasonable limits, but condemning unreasonable and excessive compulsory overtime:

The maximum number of additional [overtime] hours, while not specifically prescribed in the Conventions, must be kept within reasonable limits in line with the general goal of the instruments to establish the eight-hour day and the 48-hour week as a legal standard for hours of work in order to protect against undue fatigue and ensure reasonable leisure and opportunities for recreation and social life.<sup>32</sup>

The Committee has stated that excessive overtime can, in some circumstances, rise to the level of forced labor, and has singled out private enterprises that “set production targets for workers who have to work in excess of the ordinary hours of the working day in order to earn a survival wage.” When an employer imposes excessive overtime and the worker “has the possibility to free her or himself from such imposition only by leaving the job or

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<sup>28</sup> See ILC, 96th Sess. 2007, Report of Committee of Experts, ¶37, at [https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40ed\\_norm/%40relconf/documents/meetingdocument/wcms\\_089199.pdf](https://www.ilo.org/sites/default/files/wcmsp5/groups/public/%40ed_norm/%40relconf/documents/meetingdocument/wcms_089199.pdf)

<sup>29</sup> See ILC, 14th Sess. (1930), Record of Proceedings, p. 691, at [https://webapps.ilo.org/public/libdoc/ilo/P/09616/09616\(1930-14\).pdf](https://webapps.ilo.org/public/libdoc/ilo/P/09616/09616(1930-14).pdf).

<sup>30</sup> See, e.g., ILC, 86th Sess. (1998), *Direct Request* (CEACR), published 86th Sess. ILC (1998), Protocol of 2014 to the Forced Labour Convention, 1930 (Great Britain and N. Ireland), at [https://normlex.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100\\_COMMENT\\_ID,P13100\\_COUNTRY\\_ID:2164904,102651](https://normlex.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P13100_COUNTRY_ID:2164904,102651).

<sup>31</sup> See *Observation* (CEACR) (Saudi Arabia), adopted 2016, published 106th Sess. ILC (2017), at [https://normlex.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100\\_COMMENT\\_ID,P11110\\_COUNTRY\\_ID,P11110\\_COUNTRY\\_NAME,P11110\\_COMMENT\\_YEAR:3298592,103208,Saudi%20Arabia,2016](https://normlex.ilo.org/dyn/normlex/en/f?p=1000:13100:0::NO:13100:P13100_COMMENT_ID,P11110_COUNTRY_ID,P11110_COUNTRY_NAME,P11110_COMMENT_YEAR:3298592,103208,Saudi%20Arabia,2016).

<sup>32</sup> ILC, 108th Sess. 2018, Report of Committee of Experts, III (Part B) ¶148, at [https://www.ilo.org/wcmsp5/groups/public/---ed\\_norm/---relconf/documents/meetingdocument/wcms\\_618485.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_618485.pdf).



accepting dismissal as a sanction for refusing to perform such work,” then the work or service is imposed under the menace of penalty and meets the definition of forced labor.<sup>33</sup>

While the ILO recognizes that employers may have valid reasons for requiring reasonable overtime, it cautions against the harmful effects of excessive overtime requirements: “negative health and safety impacts (e.g., fatigue, stress, accidents); difficulties in balancing work and family life; reduced time available for care work and domestic tasks; reduced potential for job creation.”<sup>34</sup>

### 3. Indicators to aid in identifying presence of forced labor

The ILO has developed a set of eleven indicators to help its Member states, particularly those law enforcement officials charged with detecting forced labor, identify the presence of forced labor: 1) abuse of vulnerability; 2) deception; 3) restriction of movement; 4) isolation; 5) physical and sexual violence; 6) intimidation and threats; 7) retention of identity documents; 8) withholding of wages; 9) debt bondage; 10) abusive working and living conditions; and 11) excessive overtime.<sup>35</sup> These indicators provide concrete delineation of forced labor practices. They “represent the most common signs or ‘clues’ that point to the possible existence of a forced labour case.”<sup>36</sup>

In our discussion below of the working conditions of employees in contracted, third-party agency employee status, we will apply the applicable indicators in greater detail. As an initial matter, it is important to note that any combination of indicators may be sufficient to show the existence of forced labor. It is unnecessary to demonstrate the presence of all eleven indicators; in some cases, even one indicator may show forced labor.

### **B. ILO Standards on freedom of association and collective bargaining**

The ILO’s Declaration recognizes both freedom of association and collective bargaining as core principles and rights at work. Conventions 87 and 98 are the associated core conventions. Convention 87 affirms the right of all workers to form and join trade unions “of their own choosing in full freedom”.<sup>37</sup> Convention 98 not only promotes collective

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<sup>33</sup> *Observation* (CEACR) - adopted 2009, published 99th ILC session (2010), at [http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:13100:0::NO::P13100\\_COMMENT\\_ID:2308775](http://ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:13100:0::NO::P13100_COMMENT_ID:2308775); see See ILC, 101st Sess. 2012, Report of Committee of Experts Part III (IB) ¶292, at [https://www.ilo.org/ilc/ILCSessions/previous-sessions/101stSession/reports/reports-submitted/WCMS\\_174846/lang--en/index.htm](https://www.ilo.org/ilc/ILCSessions/previous-sessions/101stSession/reports/reports-submitted/WCMS_174846/lang--en/index.htm) (stressing “vulnerability” created by having to work overtime in order to keep one’s job).

<sup>34</sup> See ILO *Conditions of Work and Employment Programme* (2004), p.4, at [https://www.ilo.org/wcmsp5/groups/public/---ed\\_protect/---protrav/---travail/documents/publication/wcms\\_170708.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_protect/---protrav/---travail/documents/publication/wcms_170708.pdf).

<sup>35</sup> International Labour Office, *Indicators of Forced Labour* (2012), p. 2, at [https://www.ilo.org/sites/default/files/wcmsp5/groups/public/@ed\\_norm/@declaration/documents/publication/wcms\\_203832.pdf](https://www.ilo.org/sites/default/files/wcmsp5/groups/public/@ed_norm/@declaration/documents/publication/wcms_203832.pdf).

<sup>36</sup> *Id.* p.3.

<sup>37</sup> Digest of decisions and principles of the Freedom of Association Committee of the Governing Body of the ILO (2006), 5<sup>th</sup> ed. (2006), ¶310. See n.



bargaining but also protects workers against discrimination – including dismissal – for exercising their protected rights.<sup>38</sup>

ILO standards on forced labor and on freedom of association are conjoined in the 2014 ILO Forced Labour (Supplementary Measures) Recommendation (No. 203), designed to strengthen implementation of Convention 29. This recommendation calls on member states to take measures for “the promotion of freedom of association and collective bargaining to enable at-risk workers to join workers’ organizations” and to “recognize the role and capacities of workers’ organizations and other organizations concerned to support and assist victims of forced or compulsory labour.”<sup>39</sup>

Freedom of association also plays an important role in the ILO’s 1981 Private Employment Agencies Convention (No. 181), which addresses labor standards for third-party agency employers. Convention 181 states: “Measures shall be taken to ensure that the workers recruited by private employment agencies . . . are not denied the right to freedom of association and the right to bargain collectively” and obligates member countries to “take the necessary measures to ensure adequate protection for the workers employed by private employment agencies . . . in relation to: (a) freedom of association; [and] (b) collective bargaining.”<sup>40</sup>

### **C. ILO standards on occupational safety and health**

In 2022 the ILO recognized a safe and healthy working environment as a fundamental right and incorporated it into the 1998 Declaration’s pantheon of fundamental principles and rights.<sup>41</sup> In addition, the ILO identified the Occupational Safety and Health Convention, 1981 (No. 155) and the Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187) as the associated core conventions.<sup>42</sup>

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<sup>38</sup> See Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87), Art. 2, at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C087](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C087); Right to Organise and Collective Bargaining Convention, 1949 (No. 98), Art. 1, at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_Ilo\\_Code:C098](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_Ilo_Code:C098).

<sup>39</sup> Forced Labour (Supplementary Measures) Recommendation, 2014 (No. 203), ¶¶3, 5, at [https://normlex.ilo.org/dyn/normlex/de/f?p=NORMLEXPUB:12100:0::NO::P12100\\_INSTRUMENT\\_ID.P12100\\_LANG\\_CODE:3174688,en](https://normlex.ilo.org/dyn/normlex/de/f?p=NORMLEXPUB:12100:0::NO::P12100_INSTRUMENT_ID.P12100_LANG_CODE:3174688,en).

<sup>40</sup> Private Employment Agencies Convention, 1997 (No. 181), Articles 4, 11, at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:55:0::NO::P55\\_TYPE,P55\\_LANG,P55\\_DOCUMENT,P55\\_NODE:CON,en,C181/Document](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:55:0::NO::P55_TYPE,P55_LANG,P55_DOCUMENT,P55_NODE:CON,en,C181/Document).

<sup>41</sup> See ILO, “International Labour Conference adds safety and health to Fundamental Principles and Rights at Work,” News Release, June 10, 2022, at <https://www.ilo.org/resource/news/ilc/110/international-labour-conference-adds-safety-and-health-fundamental>.

<sup>42</sup> See Occupational Safety and Health Convention, 1981 (No. 155), at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C155](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C155); Promotional Convention for Occupational Safety and Health, 2006 (No. 187), at [https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100\\_ILO\\_CODE:C187](https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C187).

Convention 155 directs governments to require employers to:

- ensure that, so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health (Art. 16 (1));
- ensure that, so far as is reasonably practicable, the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken (Art. 5);
- provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health (Art. 16 (s)); and
- provide, where necessary, for measures to deal with emergencies and accidents, including adequate first-aid arrangements (Art.18).

Article 21 of Convention 155 also says that “Occupational safety and health measures shall not involve any expenditure for the workers.”

Article 5 of Convention 187 “stress[es] the importance of the continuous promotion of a national preventative safety and health culture . . .” In pursuit of that objective, the instrument articulates a “promotional framework” for occupational safety and health (Art. 2) through which member states “shall promote and advance, at all relevant levels, the right of workers to a safe and healthy working environment” (Art. 3), made concrete by a “national system” of laws, inspection, and enforcement of safety and health standards (Art. 4).

As with the conventions on forced labor and freedom of association, the safety and health conventions also converge with freedom of association rights. Convention 155 calls for company-level arrangements in which:

- representatives of workers in the undertaking co-operate with the employer in the field of occupational safety and health;
- representatives of workers in an undertaking are given adequate information on measures taken by the employer to secure occupational safety and health;
- workers and their representatives in the undertaking are given appropriate training in occupational safety and health; and
- workers or their representatives . . . are consulted by the employer on all aspects of occupational safety and health associated with their work.<sup>43</sup>

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<sup>43</sup> ILO Convention 155, Article 19.

Similarly, Article 4 of Convention 187 requires “consultation with the most representative organizations of employers and workers [to] promote basic principles such as assessing occupational risks or hazards; combating occupational risks or hazards at source; and developing a national preventative safety and health culture that includes information, consultation and training.” That same provision also calls for “arrangements to promote, at the level of the undertaking, cooperation between management, workers and their representatives as an essential element of workplace-related prevention measures.”

Finally, Convention 181 on private employment agencies also covers safety and health: Under Article 11, Member countries shall “take the necessary measures to ensure adequate protection for the workers employed by private employment agencies . . . in relation to occupational safety and health.”

### **III. The company’s public commitments on labor rights**

The Bridgestone Group and its subsidiaries have made significant public commitments to abide by international core labor standards, including eliminating forced labor, respecting freedom of association and collective bargaining, and providing safe and healthy working environments. Additionally, the company has committed to follow the UN Guiding Principles on Business and Human Rights (UN Guiding Principles or UNGPs).<sup>44</sup>

#### **A. Bridgestone’s Global Human Rights Policy**

Bridgestone’s Global Human Rights Policy, published in May 2022 and signed by Shuichi Ishibashi, the enterprise’s Global CEO asserts:<sup>45</sup>

As part of our dedication to be a true global leader in all that we do, the Bridgestone Group is committed to respecting human rights and advancing responsible labor practices throughout our worldwide operations. . . .

Bridgestone commits to respect and support the UN Guiding Principles for Business and Human Rights, as well as the human rights set out in the International Bill of Human Rights and the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work. . . . Where national laws and regulations conflict with international standards that provide greater

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<sup>44</sup> The UNGPs create a “protect, respect, and remedy” framework for avoiding human rights abuses in the business sector. Under this framework, government has a duty to protect human rights; business has responsibility to respect human rights, including the core labour rights set forth in the ILO Declaration, and should carry out human rights due diligence to assess the impacts of their actions; government should establish effective judicial, legislative, or administrative remedies to redress human rights abuses. See [https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

<sup>45</sup> See Bridgestone Global Human Rights Policy, May 13, 2022, at [https://www.bridgestone.com/responsibilities/social/human\\_rights/pdf/global\\_human\\_rights\\_policy.pdf](https://www.bridgestone.com/responsibilities/social/human_rights/pdf/global_human_rights_policy.pdf).

human rights protections, we shall, to the extent possible, honor the principles of those more protective standards within the bounds of national law. . . .

The Global Policy pledges compliance with the ILO’s core conventions and focuses on Bridgestone’s commitment to end forced labor and establish decent working conditions:

As a global leader, Bridgestone is committed to respecting and supporting the fundamental rights at work outlined in the eight International Labor Organization’s core conventions as set out in the Declaration on Fundamental Principles and Rights at Work. We believe in doing our part to abolish unacceptable labor practices throughout the world. We prohibit child labor, forced/compulsory labor, human trafficking, and modern slavery in our organization and in our supply chain. Beyond our commitment to compliance, we strive to provide quality job opportunities for residents of our local communities, with reasonable working hours; clean and safe working conditions; and fair, market-competitive wages and benefits.

With respect to freedom of association and collective bargaining, the Policy asserts:

We respect the right of all employees to choose, voluntarily and free from coercion, whether to bargain collectively and seek representation by third parties, including trade unions, or to refrain from doing so.

In addition, the Policy states that “we live by the principle of "Safety First, Always" and asserts that “[c]reating a safe workplace for all is one of our core business values and is everyone's shared responsibility.”<sup>46</sup>

## **B. Bridgestone’s Global Sustainable Procurement Policy**

As its Global Human Rights Policy makes clear, the company has the same expectations for suppliers throughout its supply chain, which it has embodied in a Global Sustainable Procurement Policy, updated in January 2024.<sup>47</sup> On forced labor, the Policy states:

Bridgestone will work within its supply chains as appropriate to respect internationally acceptable standards. Considering potential major impacts that procurement operations may have on human rights, and what can be done to reduce possible impacts, Bridgestone places further focus on . . . **Forced Labor [and] Labor and Working Conditions** . . . (Emphasis in original).<sup>48</sup>

In accordance with Bridgestone corporate commitments, Forced Labor is prohibited. . . Ideally, all individuals involved in Bridgestone’s supply

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<sup>46</sup> All quotations taken from the Global Human Rights Policy, *id.*

<sup>47</sup> See Bridgestone Group, Global Sustainable Procurement Policy (2024), at

[https://www.bridgestone.com/responsibilities/social/procurement/pdf/Policy\\_English.pdf](https://www.bridgestone.com/responsibilities/social/procurement/pdf/Policy_English.pdf).

<sup>48</sup> *Id.* p.25.

chains would experience working conditions internationally recognized as “best practices,” according to ILO standards, United Nations principles and other relative practices.<sup>49</sup>

The “best practices” referred to here include ILO Conventions 29 on forced labor, 87 on freedom of association, and 98 on the right to collective bargaining.<sup>50</sup>

On freedom of association, the Procurement Policy states:

Suppliers are required to respect freedom of association and collective bargaining in accordance with applicable national, regional and local laws and regulations and to do so in accordance with fundamental international principles reflected in globally recognized standards such as ILO Convention 87, regardless of whether similar protections are provided by local law.<sup>51</sup>

On occupational safety and health, the Procurement Policy states:

Suppliers are **required** to comply with their national, regional and local laws and regulations regarding health and safety (H&S) and disaster prevention. . . Suppliers are required to provide necessary Personal Protective Equipment (PPE) to employees (such as eye protection, face masks, ventilation devices, hard hats, heavy duty gloves, steel toe work boots, etc.) with instructions using such PPE.<sup>52</sup> (Emphasis in original).

### **C. Bridgestone Americas Human Rights Policy**

As noted in Section I, Firestone Liberia is an indirect subsidiary of Bridgestone Americas, which also has a Human Rights Policy. Consistent with Bridgestone’s Human Rights Policy, Bridgestone Americas asserts, “[w]e never engage in child labor/forced labor . . . Bridgestone prohibits child labor/forced labor in any aspect of our global operations.”<sup>53</sup>

### **IV. Working conditions at the Firestone Liberia plantation**

We now examine working conditions at the Firestone Liberia plantation in light of the international standards and corporate commitments described above. We base this discussion on onsite field research at the Firestone Liberia plantation by trade union experts and human rights attorneys in July 2024. They based their findings on visits to

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<sup>49</sup> *Id.* p.26.

<sup>50</sup> *Id.* Annex II.

<sup>51</sup> *Id.* p.27.

<sup>52</sup> *Id.* p.28.

<sup>53</sup> Bridgestone Americas Human Rights Policy, at

<https://www.bridgestoneamericas.com/en/company/foundations/our-commitments/human-rights-and-diversity>.

worksites and housing facilities, a comprehensive review of documentary evidence such as employment contracts, pay slips, and other materials, and in-depth interviews with more than forty contract workers at the plantation.

About two thousand workers on the Firestone Liberia plantation were involuntarily shifted in 2019 from regular employment status to third-party labor agency employment status. These workers perform critical tasks in three areas of extraction and processing operations: tapping, cup washing, and slashing. We will examine specific conditions that apply to these jobs, differentiating working conditions when relevant, first using the definition of forced labor and then turning to the forced labor indicators (which we group according to related evidence).

### **A. Definition of forced labor: under menace of any penalty/voluntariness**

In the 2019 shift, approximately 2,000 Firestone Liberia workers, who had won the right to union representation and coverage under successive collective bargaining agreements, were forced to accept third-party agency employment contracts or lose their jobs. Becoming contract workers entailed both a loss of representation and a loss of rights under FAWUL's collective bargaining agreement and the land concession agreement between the Government of Liberia and Firestone.

This situation by itself implicates ILO Convention 29's definition of "work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily." Each of these workers lost valuable rights and privileges they had earned as Firestone/Bridgestone employees. Nor did these workers offer themselves voluntarily for contract work. They had no realistic chance of finding alternative work; to save their livelihoods and support their families, they had to accept short-term employment contracts and forfeit the rights and protections they had as Firestone Liberia employees.<sup>54</sup>

### **B. Forced Labor Indicators**

#### Abuse of vulnerability

A deeper examination reinforces this frame of analysis. It is self-evident that requiring workers to sign successive short-term contracts, which the labor agency can refuse to renew at any time, puts workers in a grave state of vulnerability and exposes them to abuse.

All workers interviewed reported that they live in constant fear of being disciplined or dismissed if they fail to meet production quotas, complain to their employer, or speak to the government or others, including FAWUL, about their working and living conditions. Several workers explained that they had received disciplinary action for these reasons.

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<sup>54</sup> See discussion at Section II A 2, *supra*, of forced labour definition.



In this context, dismissal is devastating. Working at the Firestone Liberia plantation is practically the sole employment opportunity in the area. The plantation is the only home most workers and their families have ever known, as several generations have all labored there. Dismissal also means losing one's housing, which can be ruinous for a family living in poverty with no other housing options. Thus, workers continue to endure low wages and abusive working and living conditions, knowing that there are no realistic alternatives.

### Isolation

The Firestone plantation is a vast expanse of nearly 200 square miles. Free or subsidized transportation is available to FAWUL-represented and other regular Firestone employees within and off the plantation. However, most contracted workers live and work deep in the interior of the plantation and have no access to company-supplied or subsidized transportation.

To leave the plantation and reach Harbel, the nearest town, a contracted worker would need to walk for hours. While private motorbikes are an alternative, these rides are not free. Thus, contracted workers with a very limited income often cannot afford private transportation. As a result, most contracted workers do not leave the plantation.

Isolation leads to further problems regarding labor conditions. Those responsible for supervising and enforcing labor law rarely appear in the divisions and camps where contracted workers labor and live. Labor commissioners are the front line of labor inspection and report their findings to the Ministry of Labor, which has ultimate enforcement authority. Most workers commented that the labor commissioners, who live on the plantation in company-paid housing, are rarely present. When they do visit, they speak only to the agency contract heads, not to the workers.

Workers consistently reported that working and living conditions do not change after the visit of a labor commissioner. At the same time, their isolation and lack of access to transportation are obstacles to filing complaints with the Labor Ministry, which is based in Monrovia, more than one and a half hours away by car from the entrance to the plantation. Under these circumstances, contracted workers are effectively shut off from and have little means of reaching out to those who can help.

### Intimidation and threats

All contracted workers interviewed underscored that they live in constant fear of losing their jobs. As discussed above with respect to abuse of vulnerability, the fact that they are hired on successive short (one to three months), fixed-term contracts ([see Annex II for photos of such contracts](#)) exacerbates the fear experienced by contracted workers. Contractors threaten workers with the non-renewal of their contract if they fail to meet production quotas, raise complaints, or speak to the labor commissioner or others about their wages and working conditions.

The contracted workers interviewed all expressed fear of losing their jobs for complaining about their working and living conditions. One tapper explained that he had been suspended recently for attending an informational meeting with FAWUL in his camp. Another worker explained that he had previously been a clerk but was demoted to slasher for having talked with FAWUL.

### Abusive living and working conditions and withholding of wages

#### 1. Low wages, excessive deductions, and withholding of wages

The current minimum wage in Liberia for employees is \$5.50 per day with a standard workday of eight hours and a standard week of six days, or 48 hours per week.<sup>55</sup> These conditions equate to a minimum monthly wage of \$143 USD for full-time work. Overtime pay at 150% of regular pay is required after 48 hours of work in a week. The law limits overtime hours to five hours per week except in limited “cases of urgency” as defined in the statute.<sup>56</sup> However, to meet their production quotas, contracted workers are routinely required to perform their physically demanding work in excess of eight hours per day and forty-eight hours per week with no overtime pay and are paid far below the minimum monthly wage for employees in Liberia.

Here is a description of the payment methods of the three most common types of labor agency contracted employment on the plantation: tappers, slashers, and cup washers.

Tappers extract latex from rubber plants. Unlike tappers hired as employees, contracted tappers earn an income entirely based on production levels – essentially a piece rate, namely the pounds of dried latex tapped in a month.

Tappers should receive \$12 per ton of latex tapped. However, workers are never paid at this rate. Among the most controversial practices is the application of the so-called K-factor. Once tapped and collected, the liquid latex is weighed, usually in the presence of the tapper. However, the latex is then coagulated, using a mild acid that removes much of the water and thus the water weight. The latex is again weighed without the presence of the tapper. The difference between the wet and the coagulated latex, based on the latex collected by all of the tappers that month, is the K-factor. That fraction is then applied to the latex collected by individual workers. Under this formula, an individual worker may forfeit the wages due from several hundred pounds or more of latex. Thus, introducing the K-factor has driven down the base wage due to a completely opaque calculation.

Deductions from wages are made for income tax and social security. However, contracted workers explained that some contractors have retained the deductions for social security instead of remitting these amounts to the government. As a result, workers find that they have not accrued the necessary eight years of contributions that entitle them to benefit

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<sup>55</sup> See Republic of Liberia, *Decent Work Act of 2015*, Sec. 17.1, at [https://natlex.ilo.org/dyn/natlex2/r/natlex/fe/details?p3\\_isn=100329&cs=1HQCAIO708fa4IKif2TMrdNOHOf2BffLP3yFWYMIswF2VOpCHa18PVXX5YcOovmuizVX5bNu6g7n-R4Ko1mE-Q](https://natlex.ilo.org/dyn/natlex2/r/natlex/fe/details?p3_isn=100329&cs=1HQCAIO708fa4IKif2TMrdNOHOf2BffLP3yFWYMIswF2VOpCHa18PVXX5YcOovmuizVX5bNu6g7n-R4Ko1mE-Q).

<sup>56</sup> *Id.*, Sec. 17.6.

from the social security system. Workers also do not receive confirmation as to whether the contractor has remitted income tax to the government. ([See Annex III for examples of pay slips with deductions](#)).

Finally, tappers are not paid for all of the work they perform. They commonly apply what they call a chemical “medicine” on the trees. They are not compensated for this required task, but failure to perform this work would lead to immediate dismissal. (See discussion below on safety and health implications of “medicine” application).

Cup Washers, who are mostly women, provide a vital service to Firestone in the production process by pulling the coagulated latex from the cup that collects the latex from the tree and washing the cup for reuse. A cup washer typically washes over 600 cups daily and is sometimes required to wash up to twice that amount. Failure to clean the cup properly can lead to spoilage of the next batch of latex collected in that cup. Despite the fact that the contracting agency benefits directly from this labor, the agency does not pay anything to cup washers. Instead, the agency deducts the pay for cup washers, which never exceeds \$50 per month, from the wages of the tapper with whom the washer works. Moreover, if the wages of the tapper are low, this also affects the wages of the cup washer. One cup washer interviewed explained that she was paid only \$20 for June 2024.

Slashers perform the backbreaking work of clearing underbrush from the trees with a curved blade. Many of them are classified as “casual” laborers by the third-party labor agencies. The law allows casual laborers to be paid a flat daily rate of \$3.50, which is well below the minimum wage of \$5.50 per day for regular employees of the agencies.

Liberian law gives workers who are regularly employed as casual employees “on a regular and systematic basis” the right to opt for permanent employee status after six months of casual status.<sup>57</sup> This would grant them the legal minimum wage of \$5.50 per day. However, the labor agencies use the system of revolving/renewing short-term contracts to keep workers in casual status indefinitely, holding their pay at \$3.50 per day and nullifying their right to seek regular employment status with the agency.

## 2. Inflated Prices

Contracting agencies commonly deduct the cost of bulk rice, the staple food on the plantation, from contract workers’ pay stubs. However, they inflate the cost of rice well above the market rate, knowing that contract workers have no other purchasing options. The charge to contract workers for two half sacks of rice is \$74, while Firestone employees pay \$33 for two half sacks. Workers told researchers that in shops and markets in the rest of the country, a half sack of rice is about \$18.50.

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<sup>57</sup> *Id.*, Sec. 13.2.

### 3. Housing conditions

Contracted workers report that they live in squalid conditions; this was confirmed by researchers' visits to housing camps, as shown by [videos and photos in Annex IV](#). The typical company housing for contracted workers is a small two-room brick "apartment" with no running water or electricity. An extended family lives in each of the two rooms. Thus, a small apartment could house 15-20 people.

Water is usually obtained by a hand-pumped well in the camp. The apartment may have a toilet, but these are often poorly maintained and clogged and can create health hazards. In other cases, workers have access only to dilapidated exterior latrines. Without electric power, workers use small lamps with batteries charged by sunlight during the day for minimal lighting after dark, making it difficult to read or for children to do their schoolwork.

The roofs are poorly maintained, and workers reported that when it rains, which is frequently, water leaks into their units and floods the floor and their possessions. The dampness causes mold to form on the ceiling and walls, as well as cracking the concrete floors. In many cases, the flooring has started to crumble. Some workers also reported that their units were infested with rats.

### 4. Excessive overtime

As we have discussed in Section II, a paradigmatic abuse of vulnerability is the imposition of excessive mandatory overtime. While their labor agency contracts reference a standard 48-hour workweek under Liberian law, in practice, contracted workers on the Harbel plantation are forced to labor 50-60 hours in their six-day workweek with no extra pay for overtime hours. In contrast, the collective bargaining agreement between FAWUL and Firestone Liberia limits mandatory overtime to no more than five hours a week and requires "time-and-a-half" overtime pay – 150% of regular pay.<sup>58</sup>

In particular, slashers suffer excessive hours of unpaid overtime because they are paid on a piecework basis, not hourly, with daily and weekly quotas they must fulfill. In most cases, they can meet their quotas only by working overtime, which does not increase their pay, or else face discipline or dismissal. Moreover, tappers and slashers must often walk up to an hour to reach their worksite deep in the bush and return home, all time which is unpaid.

Contract workers' pay slips mask the reality of excessive overtime because they only indicate the K-factor, dry pounds, ton rate, or other piecework output for calculating daily pay. They do *not* record hours worked. All this runs afoul of the CEACR admonition against companies that "set production targets for workers who have to work in excess of the ordinary hours of the working day in order to earn a survival wage."<sup>59</sup>

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<sup>58</sup> See Firestone-FAWUL collective bargaining agreement, Article 12, Overtime Work.

<sup>59</sup> See note 33, *supra*.

## 5. Abusive occupational safety and health practices

While all contract workers on the Harbel plantation face occupational safety and health challenges, the hazards faced by tappers are especially acute. As noted above, tappers are required to apply what they are told is “medicine” for the rubber trees when they harvest latex.<sup>60</sup>

This “medicine” comes in powdered form to a central packaging site, which is mixed with special oil and dust substances that turn the color yellow and given to tappers to apply to the trees. Tappers carry the “medicine” with them and apply it to trees after making cuts to extract latex. They apply it by hand with a brush or sponge to the cut area.

It is not clear if the substance is a fungicide, a pesticide, or has properties of both. Some workers refer to the substance as “Macro-rap” (“macro-infusion” is a common method of applying fungicides and pesticides). Others mentioned the pesticide Ethrel or Ethephon. In any case, workers said they regularly suffer severe eye and skin irritation from applying the substance.

As noted above, ILO Convention 155 calls for employers “to provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects on health.”<sup>61</sup>

However, neither Firestone nor the third-party labor agencies provide tappers with personal protective equipment for applying “medicine” to the rubber trees. Workers must supply their own PPE; most lack the resources for full-fledged protection against toxic effects. They generally supply only their own gloves and goggles, which are only a fraction of the PPE recommended for applying fungicides and pesticides.<sup>62</sup> To make matters worse, since workers are paid only based on the weight of latex that they harvest from the trees, time devoted to applying the chemical substance is essentially unpaid, amplifying the abusiveness of their working conditions.

The U.S. EPA also recommends that “Users should remove PPE immediately after handling this product. As soon as possible, wash thoroughly and change into clean

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<sup>60</sup> As two experts note, “The wound exposed by tapping can be invaded by several pathogenic fungi . . . which . . . clogs the latex flow. Fungicides are effective in keeping the disease in check and reducing latex spills. *Fungicides are applied after every tapping.*” (emphasis added). See Leonard Gianessi and Ashley Williams, “Fungicides Preserve the Productivity of Rubber Trees,” *International Pesticide Benefits Case Study No. 46*, Crop Safety Foundation ( December 2011), at <https://www.croplifeasia.org/wp-content/uploads/2018/11/Case-Study-46-Fungicides-preserve-the-productivity-of-rubber-trees-Dec11.pdf>

<sup>61</sup> See ILO Convention 155, Article 16(s).

<sup>62</sup> The U.S. EPA recommendation for workers applying Ethephon calls for “coveralls over long-sleeved shirt and long pants, chemical-resistant gloves such as any waterproof gloves, chemical-resistant footwear plus socks, and chemical-resistant headgear for overhead exposures, [and] protective eyewear . . . since Ethephon is in Toxicity Category I for eye irritation potential.” See U.S. Environmental Protection Agency, *Fact Sheet* for Ethephon, at [https://www3.epa.gov/pesticides/chem\\_seEthephonarch/reg\\_actions/reregistration/fs\\_PC-099801\\_1-Apr-95.pdf](https://www3.epa.gov/pesticides/chem_seEthephonarch/reg_actions/reregistration/fs_PC-099801_1-Apr-95.pdf).

clothing. Wash the outside of gloves before removing."<sup>63</sup> But again, after tappers apply the chemicals in question they continue to work in application areas all day long, without available washing facilities, so the chemical continues to accumulate on whatever meager protective equipment they have provided for themselves.

Finally, we note that the ILO safety and health conventions call on employers to consult with workers and their representatives “on all aspects of occupational safety and health associated with their work” and to promote “cooperation between management, workers and their representatives as an essential element of workplace-related prevention measures.”<sup>64</sup> However, forcing contracted workers into employment with third-party agencies stripped away their rights under the FAWUL-Firestone agreement to union representation and negotiated protections over their safety and health conditions.

## **V. Strategic Options**

The conditions faced by contracted workers reflect a denial of workers’ fundamental rights on the plantation. The ILO’s Protocol of 2014 to the Forced Labour Convention, 1930, emphasizes that forced labor in this era may look different than before, but nonetheless violates a basic human right.<sup>65</sup> And as the ILO Committee of Experts has noted, the accumulation of abusive practices and conditions can convert a voluntary employment situation into one “that amount[s] to the exaction of forced labour.”<sup>66</sup>

A strong case can be made that Bridgestone Firestone’s transfer of tappers, cup washers, slashers, and other employees from direct employment status to third-party labor agency contractor status and the resulting effects on their living and working conditions amount to violations of international labor standards on forced labor, freedom of association, and occupational safety and health.

The international labor law arena provides multiple hard-law and soft-law mechanisms to test whether violations are taking place. The affected workers, FAWUL, trade unions in the United States and the global labor movement, and their allies in the NGO labor advocacy community can weigh the strategic opportunities created by each of these mechanisms to decide whether to invoke one or more of them.

We begin with federal and state hard law and then turn to soft law options. Each option has strengths and weaknesses, and no single avenue may suffice to achieve adequate change.

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<sup>63</sup> *Id.*

<sup>64</sup> See notes 41, 42, *supra*.

<sup>65</sup> See note 22, *supra*.

<sup>66</sup> See note 31, *supra*.



## A. Section 307 of the Tariff Act of 1930

Section 307 of the Tariff Act of 1930<sup>67</sup> prohibits the import into the United States of goods “that are mined, produced, or manufactured, wholly or in part, by forced labor . . .” That provision adopts the ILO definition of forced labor: “All work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily.”<sup>68</sup> Moreover, the enforcement agency, U.S. Customs and Border Protection (CPB), evaluates all evidence submitted in a Section 307 case in light of the ILO’s forced labor indicators.<sup>69</sup>

The regulations that accompany Section 307 provide that “any person” – which includes any union or labor rights advocacy group – can file a petition to the Commissioner of CBP claiming “reason to believe that any class of merchandise that is being, or is likely to be, imported into the United States” has been produced by forced labor.<sup>70</sup> The Commissioner may then undertake an investigation “as appears warranted” by the amount and reliability of the submitted information.<sup>71</sup>

CPB describes its mission as one that:

supports ethical and humane trade while leveling the playing field for U.S. companies that respect fair labor standards. CBP is the only U.S. government agency, and one of the few in the world, with the legal authority to take enforcement action against goods produced with forced labor to prevent entry into domestic commerce. Forced labor is a violation of basic human rights. CBP is committed to identifying products made by forced labor and preventing them from entering the U.S.; therefore, denying access to the U.S. economy for those that engage in the egregious human rights abuses associated with the use of forced labor.<sup>72</sup>

The bar for action on a Section 307 complaint is set relatively low. If the Commissioner finds the information “reasonably but not conclusively indicates” that imports may be the product of forced labor, the Commissioner issues an order to withhold release (WRO) of such goods. A WRO means that goods are impounded at the port of entry.<sup>73</sup> An importer then has three months to contest a WRO and must demonstrate that “every reasonable effort” has been made to determine the source/type of labor used to produce the

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<sup>67</sup> 19 U.S.C. §1307.

<sup>68</sup> *Id.*

<sup>69</sup> For more information and discussion, see Global Labour Justice, *Combating Forced Labour and Enforcing Workers’ Rights Using the Tariff Act* (2020), at <https://labourrights.org/publications/combating-forced-labour-and-enforcing-workers%E2%80%99-rights-using-tariff-act>; see also Human Trafficking Legal Center, *Short Guide on Section 307 of the U.S. Tariff Act of 1930* (undated), at [https://htlegalcenter.org/wp-content/uploads/Short-Guide-to-Section-307-of-the-Tariff-Act\\_English.pdf](https://htlegalcenter.org/wp-content/uploads/Short-Guide-to-Section-307-of-the-Tariff-Act_English.pdf).

<sup>70</sup> 19 C.F.R. §12.42 (b).

<sup>71</sup> *Id.* §12.42 (d).

<sup>72</sup> CPB Mission Statement on Forced Labour at <https://www.cbp.gov/trade/forced-labour>.

<sup>73</sup> 19 C.F.R. §12.42(e).

merchandise and its components.<sup>74</sup> The importer has two options: re-export the goods to a third country or provide “satisfactory evidence” to CBP that the goods in question were not produced with forced labor.<sup>75</sup>

As we have discussed, extensive evidence about labor and related conditions at Firestone Liberia has already been collected. A petition to CBP could be filed quickly, and a public communications effort could motivate the agency to investigate the charges seriously. If the CBP concludes that the petition has merit, the resulting withhold release order would present a powerful incentive for changing conditions on the plantation.

## **B. List of Goods Produced by Child Labor or Forced Labor**

As instructed by Congress, the U.S. Department of Labor’s Bureau of International Labor Affairs (ILAB) publishes annually a *List of Goods Produced by Child Labor or Forced Labor*.<sup>76</sup> The most recently-published List includes 204 goods from 82 countries that ILAB “has reason to believe are produced by child labor or forced labor in violation of international standards.”<sup>77</sup> The List also covers inputs produced by forced labor that go into the finished products. The latest List includes 43 such input-related components, including textile products with cotton inputs from forced labor in China and sugar products tied to forced labor in the sugarcane industry in the Dominican Republic.<sup>78</sup>

The ILAB List is not itself an adjudicatory or enforcement instrument. It is intended to “assist foreign governments in developing effective policy responses, and support businesses’ due diligence and risk management in their supply chains.”<sup>79</sup> However, inclusion on the list would be a key factor in CBP’s consideration of a complaint under Section 307 of the Tariff Act. It would also be a dramatic signal to responsible investment, responsible purchasing, and responsible supply chain actors.

Under DOL procedures, FAWUL and its allies in the labor and NGO advocacy could make a submission to ILAB’s Office of Forced Labor, Child Labor, and Human Trafficking, supplying evidence of forced labor violations at the Firestone Liberia plantation. Such a submission would ask ILAB to investigate whether to add imported latex and rubber inputs from Bridgestone Firestone to the List. ILAB states that it accepts public submissions for the List “on an ongoing basis, and reviews them as they are

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<sup>74</sup> *Id.* §12.43 (a)-(b).

<sup>75</sup> See Congressional Research Service (CRS), “Section 307 and Imports Produced by Forced Labour” (October 17, 2024), at <https://crsreports.congress.gov/product/pdf/IF/IF11360>.

<sup>76</sup> See U.S. Department of Labour, *List of Goods Produced by Child Labour or Forced Labour* (September 5, 2024), at <https://www.dol.gov/agencies/ilab/reports/child-labour/list-of-goods>.

<sup>77</sup> See U.S. Department of Labour, “US Department of Labour announces updates in reporting, enhanced tools to bolster efforts to combat child, forced labour globally,” *News Release* (September 5, 2024), at <https://www.dol.gov/newsroom/releases/ilab/ilab20240905>.

<sup>78</sup> *Id.*

<sup>79</sup> *Id.*

received. Submissions will continue to be taken into account as ILAB works to release periodic updates to the List.”<sup>80</sup>

### **C. Africa Growth and Opportunity Act (AGOA)**

Under the 2000 Africa Growth and Opportunity Act, the President is authorized to designate a sub-Saharan African country as eligible for AGOA benefits “if the President determines that the country has established, or is making continual progress toward establishing”:

protection of internationally recognized worker rights, including the right of association, the right to organize and bargain collectively, a prohibition on the use of any form of forced or compulsory labor, a minimum age for the employment of children, and acceptable conditions of work with respect to minimum wages, hours of work, and occupational safety and health.<sup>81</sup>

The President can withdraw this designation for preferential benefits if he “determines that an eligible sub-Saharan African country is not making continual progress in meeting the requirements” noted above.<sup>82</sup>

Liberia receives preferential tariff treatment for exports to the United States. FAWUL and its allies could file a complaint with the U.S. Trade Representative (USTR) asserting that Liberia is failing to take steps to enforce internationally recognized worker rights on freedom of association, forced labor, and occupational safety and health and requesting a formal review of Liberia’s preferential tariff status under AGOA. USTR holds annual public hearings to take testimony from workers, unions, and companies in such cases. This creates an opportunity for FAWUL and its allies to testify and bring workers from the Harbel plantation to recount their working conditions.

The public hearing can create a dramatic forum for publicizing conditions at the Firestone Liberia plantation. More significantly, the USTR review process can lead to suspension of Liberia’s beneficiary status or a “continuing review” status, allowing for steps to halt and remedy violations without losing beneficiary status.<sup>83</sup>

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<sup>80</sup> See <https://www.dol.gov/agencies/ilab/reports/child-labour/list-of-goods>. A helpful infographic on the process ILAB uses to verify that the goods in question have been produced with child or forced labour can be found at [https://www.dol.gov/sites/dolgov/files/ILAB/child\\_labour\\_reports/tda2023/Consideration-of-Goods.pdf](https://www.dol.gov/sites/dolgov/files/ILAB/child_labour_reports/tda2023/Consideration-of-Goods.pdf).

<sup>81</sup> Africa Growth and Opportunity Act, Public Law 106-200 (May 18, 2000), §104 (a)(1)(F), 19 U.S.C. §3703(a)(1)(F) at <https://www.law.cornell.edu/uscode/text/19/3703>.

<sup>82</sup> *Id.* §104(b), 19 U.S.C. 2466a(a)(3), at

<https://www.law.cornell.edu/uscode/text/19/2466a#:~:text=If%20the%20President%20determines%20that%20a%20beneficiary%20sub%2DSaharan%20African,of%20this%20section%2C%20effective%20on>.

<sup>83</sup> For further description and discussion of the AGOA complaint process, see USTR, *U.S. Generalized System of Preferences (GSP) Guidebook*, at <https://www.ustr.gov/sites/default/files/GSP%20Guidebook.pdf> (complaints under AGOA are handled under the same complaint mechanism as the Generalized System of Preferences).

#### **D. United States-Mexico-Canada Agreement (USMCA)**

The USMCA<sup>84</sup> replaced NAFTA as the North American free trade agreement. The new law recognizes “common commitments regarding labor matters, including the principles and rights stated in the ILO Declaration on Rights at Work.”<sup>85</sup> USMCA also added a new clause to the agreement’s labor chapter declaring that “each Party shall prohibit the importation of goods into its territory from other sources produced in whole or in part by forced or compulsory labor,” and that “the Parties shall establish cooperation for the identification and movement of goods produced by forced labor.”<sup>86</sup>

Tire manufacturing companies in each of the three countries import rubber from overseas sources. It can be fairly assumed that Firestone Liberia supplies at least some of this rubber.

Each of the three signatory governments has established an office to receive complaints about non-compliance with the terms of the labor chapter. FAWUL, along with trade union and NGO allies, can consider filing a complaint simultaneously with all three governments, so as not to single out one of them as the most egregious violator, demanding that they enforce the USMCA’s forced labor clause.

Complaint procedures under the USMCA can stretch out for long periods. They can include investigations, research reports, public hearings, and other actions that provide opportunities for advocacy by unions and NGOs. They usually lead to “soft” outcomes, such as cooperative activities and “action plans” among governments to address the problem. But these can lead to positive results, especially if Firestone Liberia responds to proposals from such activities and plans. Even the initial filing of a USMCA forced labor complaint based on violations at Firestone Liberia would be a novel and dramatic step that shines an international spotlight on conditions at the plantation.

#### **E. California Transparency in Supply Chains Act**

California enacted the Transparency in Supply Chains Act (TSCA) in 2010 to ensure that consumers are informed about companies’ efforts to eradicate trafficking and forced labor in their supply chains.<sup>87</sup> The intent of the law is to enable consumers to make informed choices in their purchasing decisions, with the hope that consumers will reward companies that act to prevent trafficking and forced labor.

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<sup>84</sup> See Agreement between the United States of America, the United Mexican States and Canada, 19 U.S.C. §4511 *et seq.*, at <https://ustr.gov/trade-agreements/free-trade-agreements/united-states-mexico-canada-agreement/agreement-between>.

<sup>85</sup> See USMCA labour chapter, Article 23.12(1)6, at <https://ustr.gov/sites/default/files/files/agreements/FTA/USMCA/Text/23%20Labour.pdf>.

<sup>86</sup> See *id.*, Article 23.6.

<sup>87</sup> See California Transparency in Supply Chains Act, S.B. 657, at <https://oag.ca.gov/SB657>.

The TSCA covers manufacturers and retailers doing business in California with annual global revenues of at least \$100,000,000, no matter the company's domicile. Firms covered by the Act must send information annually to the California Attorney General (AG) about steps taken by the company to combat trafficking and forced labor in its supply chain for posting on the AG's website. Disclosures must address company action in five subject matters: verification, audits, certification, internal accountability, and training.<sup>88</sup>

Bridgestone Americas has submitted information under the California Transparency in Supply Chains Act describing the company's efforts to "educate its teammates on the relevant issues and to help ensure that slavery and human trafficking remain eliminated from the company's supply chain."<sup>89</sup> This complies with the reporting requirements of the Act, which does not contain a mechanism to test the accuracy or veracity of what is reported and does not inquire into whether, in fact, the company complies with international standards on forced labor. That gap may provide advocates with an opening for action, as discussed below.

The California law does not contain a complaint or enforcement mechanism, except when a company covered by the Act fails to submit required information for posting on the Attorney General's website. However, advocates could argue to the Attorney General's office that information provided by Bridgestone Americas is inaccurate and misleading, based on conditions at the Firestone Liberia plantation, which is an indirect subsidiary of the reporting entity. Inaccurate and misleading information can also give rise to a false advertising lawsuit by consumers of Bridgestone Americas products or services.<sup>90</sup>

Civil lawsuits can take years to reach a conclusion and only after extensive litigation on motions to dismiss on jurisdictional grounds. Both California and federal courts have set a high bar for plaintiffs to prevail. It is not certain whether the courts would hold that conditions at Harbel reach this threshold. Moreover, extensive litigation is extremely costly and most likely would require the services of a large law firm on a pro bono basis or attorneys equipped to pursue such cases on a contingency basis.<sup>91</sup>

## **F. ILO complaints and company-union dialogue mechanism**

FAWUL and its trade union allies can pursue three courses of action under ILO mechanisms:

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<sup>88</sup> *Id.* §3.

<sup>89</sup> Bridgestone Americas, "The California Transparency in Supply Chains Act of 2010," at <https://www.bridgestoneamericas.com/en/company/foundations/our-commitments/human-rights-and-diversity/supply-chains-act-of-2010>.

<sup>90</sup> Note that the defendant would be Bridgestone Americas, not the local tire service center, since Bridgestone Americas made the representations to the Attorney General about efforts to eradicate forced labour in its supply chain.

<sup>91</sup> For more information and discussion from a recently filed lawsuit, see Bernie Pazanowski, "Nestlé Will Face Class Action Over 'Sustainable Sourced' Labels," *Bloomberg Law*, September 27, 2024, at <https://news.bloomberglaw.com/litigation/nestle-will-face-class-action-over-sustainable-sourced-labels>.

1. Complaint to the ILO Committee on Freedom of Association (CFA)
2. Request to the ILO Committee of Experts
3. Invocation of the ILO's confidential company-union dialogue mechanism

Complaints to the CFA and requests to the Committee of Experts must be made against a government and not a private entity since conventions bind Member States only, and not private entities. Under these two options, advocates would make the case that Liberia has failed – and is continuing to fail – to enforce its promised commitments under the relevant conventions. The close ties between the government and Firestone Liberia should facilitate this argument.

#### 1. CFA complaint

FAWUL and trade union allies can file a complaint against the Government of Liberia to the Committee on Freedom of Association regarding violations of Conventions 87 and 98 as they affect contracted workers at the Firestone Liberia plantation. Such a complaint should provide detailed evidence of violations, including interference with their right to form and join trade unions (especially after the recent representation election).

Complaints are public documents that advocates can publicize widely. While the CFA cannot order or enforce remedies, it can make findings of violations and recommendations of measures to halt violations, which also become publicly available. Advocates should keep in mind that CFA procedures move slowly and can take two years to reach a decision point.<sup>92</sup>

#### 2. Request to the Committee of Experts

FAWUL and other unions can request observations and a report from the Committee of Experts on Liberia's compliance with ratified conventions, detailing conditions on the Firestone Liberia plantation as the basis of their request. Liberia has ratified Convention 29 on forced labor and Conventions 87 and 98 on freedom of association, so the Committee could examine compliance on these matters. Liberia has not ratified Conventions 155 and 187 on safety and health, nor Convention 181 on private employment agencies, so the Committee could not consider issues raised by those instruments. Each year the Committee releases a report in which it examines these cases; in June, a committee of the International Labor Conference debates roughly twenty-five of the most serious cases considered by the Committee of Experts. The Workers' Group at the ILO could seek to place Liberia's record on that agenda, so the Committee's report and recommendations might come more quickly than a CFA decision.<sup>93</sup>

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<sup>92</sup> For an explanation and discussion of the role of the ILO Committee on Freedom of Association, see ILO, *Committee on Freedom of Association (CFA)*, at <https://www.ilo.org/international-labour-standards/ilo-supervisory-system-regular-supervision/applying-and-promoting-international-labour-standards/committee-freedom-association-cfa>.

<sup>93</sup> For an explanation and discussion of the role of the ILO Committee of Experts, see ILO, *Committee of Experts on the Application of Conventions and Recommendations (CEACR)*, at <https://www.ilo.org/international-labour-standards/ilo-supervisory-system-regular-supervision/applying->



### 3. Company-union dialogue mechanism

FAWUL and other unions can propose mediation under a special mechanism recently created by the ILO for confidential mediation between unions and companies to resolve disputes over alleged violations of ILO standards. Even the results of mediation under this mechanism are kept confidential to help persuade companies to engage in the process. Despite this high level of discretion, we know that a majority of mediations since the inception of the process have resulted in successful resolutions of the disputes through agreement by the company and the union with the help of an ILO mediator.<sup>94</sup>

### **G. OECD Guidelines**

The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct<sup>95</sup> establish non-binding standards of conduct for global companies based in OECD member states, which include the United States and Japan. The Guidelines also apply to those companies' supply chain operations in non-member countries such as Liberia.

The Guidelines' chapters on Human Rights and on Employment and Industrial Relations set out expectations for responsible corporate conduct in these areas. Regarding human rights, Chapter IV of the Guidelines calls on multinational firms to adhere to “the principles concerning fundamental rights set out in the International Labor Organization Declaration on Fundamental Principles and Rights at Work.”<sup>96</sup>

On employment and industrial relations, Chapter V of the Guidelines reiterates in paragraph 1 the principles and rights of the 1998 Declaration on freedom of association and forced labor and the 2022 addition of occupational safety and health. The relevant commentary goes on to affirm that “Para. 1 of this chapter is designed to echo . . . the ILO Declaration on Fundamental Principles and Rights at Work, namely the freedom of association and right to collective bargaining, . . . the elimination of all forms of forced or compulsory labor, . . . and promoting a safe and healthy working environment.”<sup>97</sup>

The OECD Guidelines also constrain companies to engage in due diligence to identify, prevent, mitigate, and account for how they address actual and potential adverse impacts on matters covered by the Guidelines, both in their global operations and supply chain systems. The Guidelines also call on firms to “engage meaningfully with relevant stakeholders or their legitimate representatives as part of carrying out due diligence and

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[and-promoting-international-labour-standards/committee-experts-application-conventions-and-recommendations-ceacr.](#)

<sup>94</sup> For more information and discussion, see ILO web page on Company-Union Dialogue mechanism at <https://www.ilo.org/resource/other/company-union-dialogue>.

<sup>95</sup> See *OECD Guidelines for Multinational Enterprises on Responsible Business Conduct* (2023), at [https://www.oecd-ilibrary.org/finance-and-investment/oecd-guidelines-for-multinational-enterprises-on-responsible-business-conduct\\_81f92357-en](https://www.oecd-ilibrary.org/finance-and-investment/oecd-guidelines-for-multinational-enterprises-on-responsible-business-conduct_81f92357-en).

<sup>96</sup> *Id.*, Chapter IV Commentary, ¶44.

<sup>97</sup> *Id.*, Chapter V Commentary, ¶56.

in order to provide opportunities for their views to be taken into account with respect to activities that may significantly impact them related to matters covered by the Guidelines.”<sup>98</sup>

The Guidelines contain a complaint mechanism through which advocates can allege violations of the Guidelines by multinational corporations in their foreign operations. A complaint is filed with the National Contact Point in the government of an OECD member country. If the company is based in one OECD country and alleged violations occur in another OECD country, the complaint is normally filed with the NCP of the country where the conduct occurred. However, if alleged violations occurred in a non-OECD member “host country,” the complaint is lodged with the NCP of the company’s “home country.”

Liberia is not an OECD member country. Advocates could therefore submit a complaint to the U.S. or Japanese NCP, or to both simultaneously. Since Bridgestone Americas exercises principal control of Firestone Liberia operations, the U.S. NCP is the most likely venue. As a matter of course, the U.S. NCP would communicate and collaborate with the NCP of Japan in processing the case.

The OECD Guidelines are a classic “soft law” mechanism. NCPs cannot order and enforce any remedies for violations. What they can do is offer “good offices” to sponsor a mediation between complaining parties and the multinational firm.

Complaining parties can publicize the fact that they have filed an OECD complaint against a company and describe events that give rise to their filing. After that, all proceedings are confidential until final results are made known. If a company rejects the NCP’s offer of mediation, complainants are free to publicize its refusal to engage in mediation. In many cases where companies have accepted an NCP mediation, successful resolution of the dispute has ensued.<sup>99</sup>

## **H. UN Guiding Principles on Business and Human Rights**

As we noted earlier, the UN Guiding Principles on Business and Human Rights (UNGPs) incorporate ILO core labor standards into its normative framework. The UNGPs expressly declare:

The responsibility of business enterprises to respect human rights refers to internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles

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<sup>98</sup> *Id.*, Chapter II, General Policies, ¶¶4, 15.

<sup>99</sup> For a thorough introduction to the OECD Guidelines and results of Specific Instance filings, see the website of OECD Watch, an NGO that monitors developments related to the Guidelines, at <https://www.oecdwatch.org/>.

concerning fundamental rights set out in the International Labor Organization's Declaration on Fundamental Principles and Rights at Work.<sup>100</sup>

The related Commentary on the UNGPs includes the ILO Declaration and the core conventions as “authoritative . . . benchmarks against which other social actors assess the human rights impacts of business enterprises.”<sup>101</sup>

The Office of the High Commissioner for Human Rights (OHCHR) administers the Guiding Principles. The office has a special project in Sub-Saharan Africa, the Business and Human Rights (BHR) Africa Project, which aims to “foster the implementation of business and human rights standards, in particular the Guiding Principles on Business and Human Rights, to advance responsible business conduct and corporate accountability for human rights impacts in the African region.”<sup>102</sup>

The UNGPs do not contain a complaint mechanism as such. However, it is possible to send to the OHCHR allegations of violations by a multinational corporation and request the Office to take action in the matter. The most significant concrete action would be naming a Special Rapporteur to go to Liberia for a direct, on-site investigation of conditions, which can result in findings and recommendations. Special Rapporteur reports carry significant credibility and can form the basis of strategic follow-up.

## **VI. The Role of Investors and Customers**

### **A. Investors**

Finally, FAWUL and its trade union and NGO allies can appeal to the responsible investment community with holdings in Bridgestone and its related entities to engage with the company about the working conditions of contract workers at the Firestone Liberia plantation. Similarly, they can reach out to automotive, aerospace and retail companies who use and sell Bridgestone tires, requesting them to invoke their supplier codes of conduct to persuade the company to remedy violations of international labor standards.

In a 2017 Guidance Paper on the responsibilities of institutional investors, the OECD set forth due-diligence expectations for institutional investors in companies that might carry risks in the social responsibility arena:

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<sup>100</sup> UN Office of the High Commissioner on Human Rights, *Guiding Principles on Business and Human Rights* (2011), ¶12, at [https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinessshr\\_en.pdf](https://www.ohchr.org/sites/default/files/documents/publications/guidingprinciplesbusinessshr_en.pdf).

<sup>101</sup> *Id.*, Commentary on ¶12.

<sup>102</sup> UN OHCHR, Business and Human Rights (BHR) Africa Project, at <https://www.ohchr.org/en/business/bhr-africa>.

## **Business relationship responsibilities in the context of institutional investors**

. . . [A] relationship between an investor and investee company including a minority shareholding can be considered a “business relationship” under the OECD Guidelines.<sup>103</sup>

Hence, investors, even those with minority shareholdings, may be directly linked to adverse impacts caused or contributed to by investee companies as a result of their ownership in, or management of, shares in the company causing or contributing to certain social or environmental impacts. . . .

Investors are expected to consider RBC [Responsible Business Conduct risks throughout their investment process and to use their so-called “leverage” with companies they invest in to influence those investee companies to prevent or mitigate adverse impacts.<sup>104</sup>

Many funds invested in Bridgestone have adopted policies on fair labor standards. Their policies usually cite ILO core labor standards and conventions, OECD Guidelines, UN Guiding Principles, the UN Global Compact and related instruments. The funds pledge to engage their investee companies over their compliance with these standards both in their internal operations and in their supply chains, which would include the relationship among Bridgestone, Bridgestone Americas, Firestone Liberia and the third-party labor agencies with whom Firestone Liberia contracts. In addition, investors’ policies usually require firms to engage with relevant stakeholders, including trade unions.<sup>105</sup>

Progressive investor networks have tools at their disposal, such as shareholder resolutions on human rights and associated audits. While these have met with mixed success, they have become a significant way of raising awareness of a company’s record on labor rights.

### **B. Customers**

Bridgestone Firestone’s customers – most importantly, automobile manufacturers who install Bridgestone-branded and Firestone-branded tires on their vehicles – maintain a high-profile policy on human rights and labor rights in their supply chain. These customers include Boeing, BMW, GM, Honda, Mercedes-Benz, Nissan, Toyota, Volkswagen Group, Discount Tire, Costco and Walmart. They also maintain supplier

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<sup>103</sup> OECD, “Responsible business conduct for institutional investors: Key considerations for due diligence under the OECD Guidelines for Multinational Enterprises” (2017), p.13, at <https://mneguidelines.oecd.org/RBC-for-Institutional-Investors.pdf>.

<sup>104</sup> *Id.*

<sup>105</sup> Norges Bank, for example, has an investment in Bridgestone Group, valued as of Dec. 31, 2023, at approximately \$5.26 million. Its policy on responsible investment requires companies to abide by the UNGPs. <https://www.nbim.no/en/responsible-investment/>. Note that we cite this investor only to provide an example; Norges Bank is universally recognized as a global leader in the socially responsible investment community with a record of many effective engagements with investee firms to improve labour standards and working conditions of those firms’ employees.

codes of conduct that require their suppliers to adhere to labor rights. For example, General Motors' Supplier Code of Conduct sets out expectations for suppliers on international labor standards.

With respect to human rights and labor practices, GM's Code:

- prohibits the use of forced or involuntary labor;
- requires suppliers to:
  - comply with applicable laws “regulating work hours, wages and benefits” and timely payment of wages;
  - respect freedom of association and collective bargaining;
  - provide a “clean, safe and healthy working environment that meet or exceed legal standards, implement safety procedures that “drive toward” zero workplace safety incidents” and give workers the right to refuse and report work that does not comply with these standards.
- ensure that labor brokers, when used “engage in ethical recruitment practices” and abide by applicable law.<sup>106</sup>

FAWUL and its allies could bring strong public appeals to Bridgestone's buyers to eliminate violations of core labor standards on Firestone Liberia's plantation as a condition of continued purchases.

## **VII. Conclusion and recommendation**

This memorandum alerts labor rights advocates, socially responsible investors and Bridgestone's customers about the exploitative conditions faced by contract workers at the Firestone Liberia plantation. These conditions show multiple indicators of forced labor within the ILO's definition, including isolation, intimidation and threats, partial withholding of wages, abusive working and living conditions, and excessive overtime. We hope that international awareness can lead to what we believe is the best solution: good-faith collective bargaining that would return the affected contract workers to employee status covered by the FAWUL-Firestone collective bargaining agreement. If Firestone Liberia and FAWUL come together to end the exploitative conditions fostered by the third-party contractor system, the problem can be resolved “within the family,” rather than through outside international intervention.

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<sup>106</sup> See General Motors *Supplier Code of Conduct*, at <https://gmsupplypower.qa.covisint.com/assets/gmsp/Footer%20Files/Supplier%20Code%20of%20Conduct.pdf>; see also [https://www.boeing.com/principles/Boeing\\_Supplier\\_Code\\_of\\_Conduct.pdf](https://www.boeing.com/principles/Boeing_Supplier_Code_of_Conduct.pdf) (Boeing); <https://global.honda/en/about/codeofconduct.html> (Honda); [https://corporate.ford.com/content/dam/corporate/us/en-us/documents/operations/governance-and-policies/Ford\\_SupplierCodeOfConduct\\_2024.pdf](https://corporate.ford.com/content/dam/corporate/us/en-us/documents/operations/governance-and-policies/Ford_SupplierCodeOfConduct_2024.pdf) (Ford); <https://supplier.mercedes-benz.com/docs/DOC-2672> (Mercedes-Benz); [https://www-asia.nissan-cdn.net/content/dam/Nissan/AU/Files/procurement/NISSAN\\_Supplier\\_Code\\_of\\_Conduct-2021.pdf](https://www-asia.nissan-cdn.net/content/dam/Nissan/AU/Files/procurement/NISSAN_Supplier_Code_of_Conduct-2021.pdf) (Nissan); <https://corporate.walmart.com/content/dam/corporate/documents/california-transparency/standards-for-suppliers-english.pdf> (WalMart).