



CAFTA Facts

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Comparison of the Labor Provisions in the U.S.-Jordan, CAFTA-DR, and Morocco FTAs

U.S.-Jordan FTA Article 6: Labor	CAFTA-DR Chapter 16: Labor	U.S.-Morocco FTA Chapter 16: Labor	Comments
<p>6.1. The Parties reaffirm their obligations as members of the International Labor Organization (“ILO”) and their commitments under the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up. The Parties shall strive to ensure that such labor principles and the internationally recognized labor rights set forth in paragraph 6 are recognized and protected by domestic law.</p> <p>6.3. Recognizing the right of each Party to establish its own domestic labor standards, and to adopt or modify accordingly its labor laws and regulations, each Party shall strive to ensure that its laws provide for labor standards consistent with the internationally recognized labor rights set forth in paragraph 6 and shall strive</p>	<p>Article 16.1: Statement of Shared Commitment</p> <p>1. The Parties reaffirm their obligations as members of the International Labor Organization (ILO) and their commitments under the <i>ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998)</i> (ILO Declaration).¹ Each Party shall strive to ensure that such labor principles and the internationally recognized labor rights set forth in Article 16.8 are recognized and protected by its law.</p> <p>2. The Parties affirm their full respect for their Constitutions. Recognizing the right of each Party to establish its own domestic labor standards, and to adopt or modify accordingly its labor laws, each Party shall strive to ensure that its laws provide for labor standards consistent with the internationally recognized labor rights set forth in</p>	<p>Article 16.1: Statement of Shared Commitment</p> <p>1. The Parties reaffirm their obligations as members of the International Labor Organization (“ILO”) and their commitments under the <i>ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up (1998)</i> (“ILO Declaration”). Each Party shall strive to ensure that such labor principles and the internationally recognized labor rights set forth in Article 16.7 are recognized and protected by its law.</p> <p>2. The Parties recognize the right of each Party to adopt or modify its labor laws and standards. Each Party shall strive to ensure that it provides for labor standards consistent with the internationally recognized labor rights set forth in Article 16.7 and shall strive to improve those standards in that light.</p>	<p>Virtually identical language captures Congressional intent, as expressed in Section 2102(a)(6) of the 2002 Trade Act, that U.S. trade agreements have as an overall objective “to promote respect for worker rights and the rights of children consistent with core labor standards of the ILO.”</p> <p>Note that in the Jordan, Morocco, and CAFTA-DR agreements this article is worded as an objective or aspiration (“strive to ensure.”)</p> <p>The consistency of U.S. labor laws with internationally recognized labor standards is not subject to dispute settlement procedures under any of</p>

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<p>to improve those standards in that light.</p>	<p>Article 16.8 and shall strive to improve those standards in that light.</p> <p>Footnote 1 The Parties recall that paragraph 5 of the ILO Declaration states that labor standards should not be used for protectionist trade purposes.</p>		<p>these FTAs. (The same is true of our other FTAs.)</p>
<p>6.4. (a) A Party shall not fail to effectively enforce its labor laws, through a sustained or recurring course of action or inaction, in a manner affecting trade between the Parties, after the date of entry into force of this Agreement.</p> <p>(b) The Parties recognize that each Party retains the right to exercise discretion with respect to investigatory, prosecutorial, regulatory, and compliance matters and to make decisions regarding the allocation of resources to enforcement with respect to other labor matters determined to have higher priorities. Accordingly, the Parties understand that a Party is in compliance with subparagraph (a) where a course of action or inaction reflects a reasonable exercise of such discretion, or results from a <i>bona fide</i></p>	<p>Article 16.2: Enforcement of Labor Laws</p> <p>1. (a) A Party shall not fail to effectively enforce its labor laws, through a sustained or recurring course of action or inaction, in a manner affecting trade between the Parties, after the date of entry into force of this Agreement.</p> <p>(b) Each Party retains the right to exercise discretion with respect to investigatory, prosecutorial, regulatory, and compliance matters and to make decisions regarding the allocation of resources to enforcement with respect to other labor matters determined to have higher priorities. Accordingly, the Parties understand that a Party is in compliance with subparagraph (a) where a course of action or inaction reflects a reasonable exercise of such discretion, or results from a <i>bona fide</i> decision regarding the</p>	<p>Article 16.2: Application and Enforcement of Labor Laws</p> <p>1. (a) Neither Party shall fail to effectively enforce its labor laws, through a sustained or recurring course of action or inaction, in a manner affecting trade between the Parties, after the date of entry into force of this Agreement.</p> <p>(b) The Parties recognize that each Party retains the right to exercise discretion with respect to investigatory, prosecutorial, regulatory, and compliance matters and to make decisions regarding the allocation of resources to enforcement with respect to other labor matters determined to have higher priorities. Accordingly, the Parties understand that a Party is in compliance with subparagraph (a) where a course of action or inaction reflects a reasonable exercise of such discretion, or results from a <i>bona fide</i> decision regarding the allocation of</p>	<p>As a principal trade negotiating objective, Trade Promotion Authority (Public Law 107-210) Section 2102(b)(11) incorporated virtually the exact wording of this U.S.-Jordan FTA provision. The CAFTA-DR and Morocco FTAs include identical language. In all of the FTAs, this provision is enforceable through the dispute settlement procedures.</p>

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<p>decision regarding the allocation of resources.</p> <p>6.2. The Parties recognize that it is inappropriate to encourage trade by relaxing domestic labor laws. Accordingly, each Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws as an encouragement for trade with the other Party.</p>	<p>allocation of resources.</p> <p>2. The Parties recognize that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in domestic labor laws. Accordingly, each Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws in a manner that weakens or reduces adherence to the internationally recognized labor rights referred to in Article 16.8 as an encouragement for trade with another Party, or as an encouragement for the establishment, acquisition, expansion, or retention of an investment in its territory.</p> <p>3. Nothing in this Chapter shall be construed to empower a Party's authorities to undertake labor law enforcement activities in the territory of another Party.</p>	<p>resources.</p> <p>2. Each Party recognizes that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in domestic labor laws. Accordingly, each Party shall strive to ensure that it does not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such laws in a manner that weakens or reduces adherence to the internationally recognized labor rights referred to in Article 16.7 as an encouragement for trade with the other Party, or as an encouragement for the establishment, acquisition, expansion, or retention of an investment in its territory.</p>	<p>The CAFTA-DR and Morocco FTAs expanded upon the Jordan language to make it clear that weakening or reducing labor protections should not be done to encourage trade <i>or investment</i>.</p> <p>The CAFTA-DR and Morocco FTA both spell out what is meant by the "derogation" that should not occur.</p> <p>This CAFTA-DR provision originates in the North American Agreement on Labor Cooperation (NAALC), the labor supplemental agreement to the NAFTA.</p>
	<p>Article 16.3: Procedural Guarantees and Public Awareness</p> <p>1. Each Party shall ensure that persons with a legally recognized interest under its law in a particular matter have appropriate access to tribunals for the enforcement of the Party's labor laws. Such tribunals may include administrative, quasi-judicial, judicial,</p>	<p>Article 16.3: Procedural Guarantees and Public Awareness</p> <p>1. Each Party shall provide for appropriate access by persons with a legally recognized interest in a particular matter to impartial and independent administrative, quasi-judicial, or judicial tribunals for the enforcement of its labor laws.</p>	<p>The U.S.-Jordan FTA contains none of these important requirements to provide procedural guarantees regarding access to fair and impartial tribunals for the enforcement and adjudication of labor matters. These provisions are based upon the requirements to provide</p>

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	<p>or labor tribunals, as provided in the Party's domestic law.</p> <p>2. Each Party shall ensure that proceedings before such tribunals for the enforcement of its labor laws are fair, equitable, and transparent and, to this end, each Party shall ensure that:</p> <p>(a) such proceedings comply with due process of law;</p> <p>(b) any hearings in such proceedings are open to the public, except where the administration of justice otherwise requires;</p> <p>(c) the parties to such proceedings are entitled to support or defend their respective positions, including by presenting information or evidence; and</p> <p>(d) such proceedings do not entail unreasonable charges or time limits or unwarranted delays.</p> <p>3. Each Party shall provide that final decisions on the merits of the case in such proceedings are:</p> <p>(a) in writing and state the reasons on which the decisions are based;</p> <p>(b) made available without undue delay to the parties to the proceedings and, consistent with its law, to the public; and</p> <p>(c) based on information or evidence</p>	<p>2. Each Party shall provide for fair, equitable, and transparent proceedings for the enforcement of its labor laws. To this end, each Party shall provide that such proceedings comply with due process of law, are open to the public, except where the administration of justice otherwise requires, and do not entail unwarranted delays.</p> <p>3. Each Party shall provide that final decisions on the merits of the case in such proceedings are in writing and state the reasons on which the decisions are based; made available without undue delay to the parties to the proceedings and, consistent with its law, to the public; based on information or evidence in respect of which the parties were offered the opportunity to be heard; and subject to review and, where warranted, correction, in accordance with domestic law.</p>	<p>procedural guarantees in the North American Agreement on Labor Cooperation (NAALC).</p> <p>Such procedural guarantees are important not only for workers, but also for U.S. investors/employers doing business in our trading partners.</p> <p>Although the intent of requirements to provide procedural guarantees is the same in both the CAFTA-DR and Morocco labor chapters, differences in the texts reflect in large measure the differences in the judicial systems of our trading partners</p>

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	<p>in respect of which the parties were offered the opportunity to be heard.</p> <p>4. Each Party shall provide, as appropriate, that parties to such proceedings have the right to seek review and, where warranted, correction of final decisions issued in such proceedings.</p> <p>5. Each Party shall ensure that tribunals that conduct or review such proceedings are impartial and independent and do not have any substantial interest in the outcome of the matter.</p> <p>6. Each Party shall provide that the parties to such proceedings may seek remedies to ensure the enforcement of their rights under its labor laws. Such remedies may include measures such as orders, fines, penalties, or temporary workplace closures, as provided in the Party's laws.</p> <p>7. Each Party shall promote public awareness of its labor laws, including by:</p> <p>(a) ensuring the availability of public information related to its labor laws and enforcement and compliance procedures; and</p> <p>(b) encouraging education of the public regarding its labor laws.</p> <p>8. For greater certainty, decisions or</p>	<p>4. Each Party shall provide that the parties to such proceedings may seek remedies (such as orders, compliance agreements, fines, penalties, injunctions, or emergency workplace closures) to ensure the enforcement of their rights under its labor laws.</p> <p>5. Each Party shall promote public awareness of its labor laws, including by:</p> <p>(a) ensuring that information related to its labor laws and enforcement and compliance procedures is publicly available; and</p> <p>(b) encouraging education of the public regarding its labor laws.</p>	

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	<p>pending decisions by each Party’s administrative, quasi-judicial, judicial, or labor tribunals, as well as related proceedings, shall not be subject to revision or be reopened under the provisions of this Chapter.</p>		<p>Paragraph 8 in the CAFTA-DR comes from NAALC article 5(8). The Central American nations insisted on this provision.</p>
	<p>Article 16.4: Institutional Arrangements</p> <p>1. The Parties hereby establish a Labor Affairs Council, comprising cabinet-level or equivalent representatives of the Parties, or their designees.</p> <p>2. The Council shall meet within the first year after the date of entry into force of this Agreement and thereafter as often as it considers necessary to oversee the implementation of and review progress under this Chapter, including the activities of the Labor Cooperation and Capacity Building Mechanism established under Article 16.5, and to pursue the labor objectives of this Agreement. Unless the Parties otherwise agree, each meeting of the Council shall include a session at which members of the Council have an opportunity to meet with the public to discuss matters relating to the implementation of this Chapter.</p> <p>3. Each Party shall designate an office within its labor ministry that shall serve as a contact point with the other Parties,</p>	<p>Article 16.4: Institutional Arrangements</p> <p>1. Each Party shall designate an office within its labor ministry that shall serve as a contact point with the other Party</p>	<p>In the CAFTA-DR, the establishment of a cabinet-level <i>Labor Affairs Council</i> institutionalizes a long-term relationship between our Central American trading partners and the United States in the labor area.</p> <p>The Labor Affairs Council is authorized to meet “as often as it considers necessary” to review progress on labor matters, including technical cooperation.</p> <p>No such labor-related institutional mechanism is called for by the Jordan FTA.</p> <p>Openness, transparency and public participation are explicitly provided for in several of the CAFTA-DR labor provisions.</p> <p>The labor “contact point” for the United States is the International Labor Affairs Bureau (ILAB) of the U.S.</p>

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	<p>and with the public, for purposes of carrying out the work of the Council, including coordination of the Labor Cooperation and Capacity Building Mechanism. Each Party’s contact point shall provide for the submission, receipt, and consideration of communications from persons of a Party on matters related to the provisions of this Chapter, and shall make such communications available to the other Parties and, as appropriate, to the public. Each Party shall review such communications, as appropriate, in accordance with domestic procedures. The Council shall develop general guidelines for considering such communications.</p> <p>4. Each Party may convene a new, or consult an existing, national labor advisory or consultative committee, comprising members of its public, including representatives of its labor and business organizations, to provide views on any issues related to this Chapter.</p> <p>5. All decisions of the Council shall be taken by consensus. All decisions of the Council shall be made public, unless otherwise provided in this Agreement, or unless the Council otherwise decides.</p> <p>6. The Council may prepare reports on matters related to the implementation of this Chapter, and shall make such reports public.</p>	<p>and the public for purposes of implementing this Chapter. Each Party’s contact point shall provide for the submission, receipt, and consideration of public communications on matters related to this Chapter and shall make such communications available to the other Party and, as appropriate, the public. Each Party shall review such communications, as appropriate, in accordance with domestic procedures.</p> <p>2. Each Party may convene a national labor advisory committee, comprising members of its public, including representatives of its labor and business organizations and other persons, to advise it on the implementation of this Chapter.</p> <p>3. Each formal decision of the Parties concerning the implementation of this Chapter shall be made public, unless the Parties agree otherwise.</p> <p>4. The Parties, when they consider it appropriate, shall jointly prepare reports on matters related to the implementation of this Chapter and shall make such reports public.</p>	<p>Department of Labor. ILAB has a decade-long track record in handling “the submission, receipt and consideration of communications” relating to the NAALC, and for making such communications publicly available.</p>

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<p>6.5. The Parties recognize that cooperation between them provides enhanced opportunities to improve labor standards. The Joint Committee established under Article 15 shall, during its regular sessions, consider any such opportunity identified by a Party.</p>	<p>Article 16.5: Labor Cooperation and Capacity Building Mechanism</p> <p>1. Recognizing that cooperation on labor issues can play an important role in advancing development in the territory of the Parties and in providing opportunities to improve labor standards, and to further advance common commitments regarding labor matters, including the principles embodied in the ILO Declaration and <i>ILO Convention No. 182 Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (1999)</i> (ILO Convention 182), the Parties hereby establish a Labor Cooperation and Capacity Building Mechanism, as set out in Annex 16.5. The Mechanism shall operate in a manner that respects each Party’s law and sovereignty.</p> <p>2. While endeavoring to strengthen each Party’s institutional capacity to fulfill the common goals of the Agreement, the Parties shall strive to ensure that the objectives of the Labor Cooperation and Capacity Building Mechanism, and the activities undertaken through that Mechanism:</p> <p>(a) are consistent with each Party’s national programs, development strategies, and priorities;</p> <p>(b) provide opportunities for public</p>	<p>Article 16.5: Labor Cooperation</p> <p>1. Recognizing that cooperation provides enhanced opportunities to promote respect for core labor standards embodied in the ILO Declaration and compliance with <i>ILO Convention No. 182 Concerning the Prohibition and Immediate Action for the elimination of the Worst Forms of Child Labour (1999)</i> (“ILO Convention 182”), and to further advance other common commitments regarding labor matters, the Parties hereby establish a Labor Cooperation Mechanism, as set out in Annex 16-A.</p> <p>2. The Parties may undertake cooperative activities under the Labor Cooperation Mechanism relating to labor matters of common interest, such as: promoting fundamental rights and their effective application; eliminating the worst forms of child labor; enhancing labor-management relations; improving working conditions; developing unemployment assistance programs and other social safety net programs; encouraging human-resource development and life-long learning; and utilizing labor statistics.</p>	<p>Details of the labor cooperation and capacity building activities are contained in an Annex to the Labor Chapter of both the CAFTA-DR and Morocco FTAs. The Jordan FTA had no such Annex.</p> <p>Differences between the CAFTA-DR and Morocco FTAs reflect the interests of the Central American nations and Morocco, respectively. Substantively, we believe that the mechanisms accomplish identical goals.</p>

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	<p>participation in the development and implementation of such objectives and activities; and</p> <p>(c) take into account each Party's economy, culture, and legal system.</p>		
<p>Article 16: Consultations</p> <p>1. The Parties shall at all times endeavor to agree on the interpretation and application of this Agreement, and shall make every attempt to arrive at a mutually satisfactory resolution of any matter that might affect its operation.</p> <p>2. Either Party may request consultations with the other Party with respect to any matter affecting the operation or interpretation of this Agreement. If a Party requests consultations with regard to a matter, the other Party shall afford adequate opportunity for consultations and shall reply promptly to the request for consultations and enter into consultations in good faith.</p>	<p>Article 16.6: Cooperative Labor Consultations</p> <p>1. A Party may request consultations with another Party regarding any matter arising under this Chapter by delivering a written request to the contact point that the other Party has designated under Article 16.4.3.</p> <p>2. The consultations shall begin promptly after delivery of the request. The request shall contain information that is specific and sufficient to enable the Party receiving the request to respond.</p> <p>3. The consulting Parties shall make every attempt to arrive at a mutually satisfactory resolution of the matter, taking into account opportunities for cooperation relating to the matter, and may seek advice or assistance from any person or body they deem appropriate in order to fully examine the matter at</p>	<p>Articles 16.6: Labor Consultations</p> <p>1. A Party may request consultations with the other Party regarding any matter arising under this Chapter by delivering a written request to the contact point that the other Party has designated pursuant to Article 16.4.1. The Parties shall begin consultations promptly after delivery of the request.</p> <p>2. The Parties shall make every attempt to arrive at a mutually satisfactory resolution of the matter and may seek advice or assistance from any person or body they deem appropriate.</p>	<p>Consultations concerning labor matters in the CAFTA-DR agreement begin Labor Ministry to Labor Ministry. In the Morocco FTA, consultations may begin Trade Ministry to Trade Ministry or Labor Ministry to Labor Ministry.</p> <p>In CAFTA-DR, the phrase “taking into account opportunities for cooperation relating to the matter” reflects a priority of the Central American nations.</p>

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	<p>issue.</p> <p>4. If the consulting Parties fail to resolve the matter pursuant to paragraph 3, a consulting Party may request that the Council be convened to consider the matter by delivering a written request to the contact point of each of the other Parties.²</p> <p>5. The Council shall promptly convene and shall endeavor to resolve the matter, including, where appropriate, by consulting outside experts and having recourse to such procedures as good offices, conciliation, or mediation.</p> <p>6. If the matter concerns whether a Party is conforming to its obligations under Article 16.2.1(a), and the consulting Parties have failed to resolve the matter within 60 days of a request under paragraph 1, the complaining Party may request consultations under Article 20.4 (Consultations) or a meeting of the Commission under Article 20.5 (Commission – Good Offices, Conciliation, and Mediation) and, as provided in Chapter Twenty (Dispute Settlement), thereafter have recourse to the other provisions of that Chapter. The Council may, as appropriate, provide information to the</p>	<p>3. If the consultations fail to resolve the matter, and if a subcommittee on labor affairs has been established pursuant to Article 19.2 (Joint Committee), either Party may refer the matter to the subcommittee by delivering a written notification to the other Party’s contact point. The subcommittee shall convene within 30 days after a Party delivers a notification, unless the Parties agree otherwise. If the Parties have not established a subcommittee by the date a Party delivers a notification, they shall do so during the 30-day period described in this paragraph. The subcommittee shall endeavor to resolve the matter expeditiously, including, where appropriate, by consulting governmental or non-governmental experts and having recourse to such procedures as good offices, conciliation, or mediation.</p> <p>4. If a Party considers that the other Party has failed to carry out its obligations under Article 16.2.1(a), the Party may request consultations pursuant to paragraph 1 or Article 20.5 (Consultations).</p> <p>(a) If a Party requests consultations pursuant to Article 20.5 at a time when the Parties are engaged in consultations on the same matter pursuant to paragraph 1 or the subcommittee is endeavoring to resolve the matter pursuant to paragraph 3, the Parties shall discontinue their efforts to resolve</p>	<p>Under the CAFTA-DR, a complaining Party has the right to end Labor Ministry to Labor Ministry consultations and move into dispute settlement procedures 60 days after consultations were requested. The same time frame applies to disputes involving commercial matters. The time periods are the same for the Morocco FTA.</p>

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	<p>Commission on consultations held on the matter.</p> <p>7. No Party may have recourse to dispute settlement under this Agreement for any matter arising under any provision of this Chapter other than Article 16.2.1(a).</p> <p>8. No Party may have recourse to dispute settlement under this Agreement for a matter arising under Article 16.2.1(a) without first pursuing resolution of the matter in accordance with this Article.</p> <p>9. In cases where the consulting Parties agree that a matter arising under this Chapter would be more appropriately addressed under another agreement to which the consulting Parties are party, they shall refer the matter for appropriate action in accordance with that agreement.</p> <p>² For purposes of paragraphs 4, 5, and 6, the Council shall consist of the cabinet-level representatives of the</p>	<p>the matter under this Article. Once consultations have begun pursuant to Article 20.5, no consultations on the same matter may be entered into pursuant to this Article.</p> <p>(b) If a Party requests consultations pursuant to Article 20.5 more than 60 days after the delivery of a request for consultations pursuant to paragraph 1, the Parties may agree at any time to refer the matter to the Joint Committee pursuant to Article 20.6 (Referral to the Joint Committee).</p> <p>5. Neither Party may have recourse to dispute settlement under this Agreement for any matter arising under any provision of this Chapter other than Article 16.2.1(a).</p>	<p>It is anticipated that the FTAA will also have enforceable labor provisions. This clause allows the Parties to <i>agree</i> on a choice of venue if there are two or more avenues to resolve labor matters.</p>

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	consulting Parties or their high-level designees.		
	<p>Article 16.7: Labor Roster</p> <p>1. The Parties shall establish within six months after the date of entry into force of this Agreement and maintain a roster of up to 28 individuals who are willing and able to serve as panelists in disputes arising under Article 16.2.1(a). Unless the Parties otherwise agree, up to three members of the roster shall be nationals of each Party, and up to seven members of the roster shall be selected from among individuals who are not nationals of any Party. Labor roster members shall be appointed by consensus, and may be reappointed. Once established, a roster shall remain in effect for a minimum of three years, and shall remain in effect thereafter until the Parties constitute a new roster. The Parties may appoint a replacement where a roster member is no longer available to serve.</p> <p>2. Labor roster members shall:</p> <p>(a) have expertise or experience in labor law or its enforcement, international trade, or the resolution of disputes arising under international agreements;</p> <p>(b) be chosen strictly on the basis of objectivity, reliability, and sound judgment;</p>		Dispute settlement panels for labor disputes will comprise persons with expertise in the matter before them. In CAFTA-DR, these panelists ordinarily will be selected from the labor roster.

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	<p>(c) be independent of, and not affiliated with or take instructions from, any Party; and</p> <p>(d) comply with a code of conduct to be established by the Commission.</p> <p>3. Where a Party claims that a dispute arises under Article 16.2.1(a), Article 20.9 (Panel Selection) shall apply, except that the panel shall be composed entirely of panelists meeting the qualifications in paragraph 2.</p>		
<p>6.6. For purposes of this Article, “labor laws” means statutes and regulations, or provisions thereof, that are directly related to the following internationally recognized labor rights:</p> <p>(a) the right of association;</p> <p>(b) the right to organize and bargain collectively;</p> <p>(c) a prohibition on the use of any form of forced or compulsory labor;</p> <p>(d) a minimum age for the employment of children; and</p> <p>(e) acceptable conditions of work with respect to minimum wages, hours of</p>	<p>Article 16.8: Definitions</p> <p>For purposes of this Chapter:</p> <p>labor laws means a Party’s statutes or regulations, or provisions thereof, that are directly related to the following internationally recognized labor rights:</p> <p>(a) the right of association;</p> <p>(b) the right to organize and bargain collectively;</p> <p>(c) a prohibition on the use of any form of forced or compulsory labor;</p> <p>(d) a minimum age for the employment of children and the prohibition and elimination of the worst forms of child labor; and</p> <p>(e) acceptable conditions of work</p>	<p>Article 16.7: Definitions</p> <p>For purposes of this Chapter:</p> <p>labor laws means a Party’s statutes or regulations, or provisions thereof, that are directly related to the following internationally recognized labor rights:</p> <p>(a) the right of association;</p> <p>(b) the right to organize and bargain collectively;</p> <p>(c) a prohibition on the use of any form of forced or compulsory labor;</p> <p>(d) labor protections for children and young people, including a minimum age for the employment of children and the prohibition and elimination of the worst forms of child labor; and</p> <p>(e) acceptable conditions of work with respect to minimum wages, hours of</p>	<p>The definition of “labor laws” used in the Jordan FTA, CAFTA –DR, and Morocco FTA is drawn from United States trade law (TPA Section 2113(6)). In all three agreements, this definition does vary slightly from the ILO definition of “fundamental rights at work.” In particular, it does not refer to elimination of discrimination in employment, one of the ILO principles.</p> <p>CAFTA-DR and the Morocco FTA expanded the coverage of child labor laws from merely a minimum age to also include laws prohibiting the worst forms of child labor.</p> <p>The inclusion of “labor protections for children and young people,” in this</p>

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<p>work, and occupational safety and health.</p> <p>18.2. For purposes of Articles 5 and 6, “statutes and regulations” means,</p> <p>(a) with respect to Jordan, an act of the Jordanian Parliament, or by-law or regulation promulgated pursuant to an act of the Jordanian Parliament that is enforceable by action of the Government of Jordan; and</p> <p>(b) with respect to the United States, an act of the United States Congress or regulation promulgated pursuant to an act of the U.S. Congress that is enforceable, in the first instance, by action of the federal government.</p>	<p>with respect to minimum wages, hours of work, and occupational safety and health.</p> <p>For greater certainty, the setting of standards and levels in respect of minimum wages by each Party shall not be subject to obligations under this Chapter. Each Party’s obligations under this Chapter pertain to enforcing the level of the general minimum wage established by that Party.</p> <p>statutes or regulations means:</p> <p>(a) for Costa Rica, the Dominican Republic, El Salvador, Guatemala, Honduras, and Nicaragua, laws of its legislative body or regulations promulgated pursuant to an act of its legislative body that are enforceable by action of the executive body; and</p> <p>(b) for the United States, acts of Congress or regulations promulgated pursuant to an act of Congress that are enforceable by action of the federal government.</p>	<p>work, and occupational safety and health.</p> <p>For greater certainty, nothing in this Agreement shall be construed to impose obligations on either Party with regard to establishing the level of minimum wages.</p> <p>statutes or regulations means:</p> <p>(a) for Morocco, <i>dahirs</i>, acts of the Moroccan Parliament, decrees, or administrative regulations; and</p> <p>(b) for the United States, acts of Congress or regulations promulgated pursuant to an act of Congress that are enforceable by action of the federal government.</p>	<p>definition reflects Morocco’s regulation of part-time and “light” work for younger workers.</p> <p>U.S. state and local labor laws are not covered by any of the agreements.</p>

Sources: U.S.-Jordan FTA: (USTR website) http://www.ustr.gov/assets/Trade_Agreements/Bilateral/Jordan/asset_upload_file250_5112.pdf
CAFTA: (USTR internal document) Final Version of 5/25/04.
U.S. – Morocco FTA: (USTR website) http://www.ustr.gov/Trade_Agreements/Bilateral/Morocco_FTA/Final_Text/Section_Index.html