



## **Agreement regarding the respect for basic rights at work and mobility of Club Méditerranée employees (GE service staff) in Europe and Africa**

Between:

- The Club Méditerranée company, with a head office at 11 rue de Cambrai, Paris, represented herein by Mr Olivier Sastre, Head of Human Resources

And

- The International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations, hereinafter referred to as the IUF (Rampe du Pont-Rouge 8, Petit-Lancy/GE, Switzerland), represented herein by Mr Ron Oswald, General Secretary
- The European Federation of Trade Unions in the Food, Agriculture and Tourism sectors and allied branches, hereinafter referred to as EFFAT (Rue Fossé aux Loups 38, Bte 3, Bruxelles, Belgium) represented herein by Mr Harald Wiedenhofer, General Secretary

### **Preamble**

- The International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations (IUF) represents over 10 million workers in 126 countries. The European Federation of Trade Unions in the Food, Agriculture and Tourism sectors and allied branches (EFFAT) is the IUF regional organisation for Europe.
- Since the 80's, French trade union organisations have discussed social conditions for the mobility of certain Club Méditerranée employees from Morocco and Tunisia.
- In 1988, Club Méditerranée's corporate management met with IUF affiliates in the offices of the International Labour Office (ILO) to exchange views on the Club's worldwide human resources policy.
- In 1996, a European Social Dialogue Committee (ESDC) was set up between the Club Méditerranée corporate management, EFFAT (then known as ECF-IUF) and the trade union organisations in the various countries concerned. The scope of this employee information and consultation structure encompasses the European Union member States.
- The parties note that the hotel – restaurant – tourism sector is characterised by a persistent lack of qualified labour and by growing difficulties in organising worker mobility around the world.
- The parties recognise the need to develop solutions to allow Club Méditerranée service (GE) personnel with the required experience and qualifications to hold employment in Club facilities in countries other than their country of origin, inasmuch as this satisfies the needs of the organisation and the wishes of the employee concerned and provided that such arrangements do not imperil employment, working conditions, salary levels and other social conditions for employees in the host country.



- The provisions of this agreement shall in no instances be substituted for provisions applicable in Club Méditerranée operations. The existence of this agreement cannot result in any restrictions whatsoever of the rights arising from legislation, regulations, collective bargaining agreements or local customs.

In the event of a dispute, the Committee on the application of the agreement established under Section 4.1. may be called upon to rule, without prejudice to other recourses.

- Through this agreement, the parties express their common wish to facilitate international mobility for Club Méditerranée seasonal GE service employees native of countries outside the European Union.

## **I Scope**

The provisions of this agreement apply to Club Méditerranée operations located in European Union countries and in the following European and African zone countries where Club Méditerranée has operations: Croatia, Egypt, Ivory Coast, Morocco, Senegal, Switzerland, Tunisia and Turkey.

The parties agree to the following:

### **II Respect for fundamental rights at work**

### **III Mobility of Club Méditerranée GE employees from Europe/Africa zone countries to European Union countries**

### **IV Application of the agreement and general conditions**

## **II *Respect for fundamental rights at work***

Building on the principles set out in the International Labour Organisation (ILO) Conventions, Club Méditerranée, in the countries covered by this agreement, agrees:

- To respect the right of workers, in accordance with applicable legislation in each country, to form a trade union or to join the trade union of their choice;
- Not to resort to methods designed to deter trade union membership, including anti-union meetings, tracts, or verbal communications;
- That trade union representatives, elected or designated in accordance with applicable legislation in each country, and trade union members are not subject to any discrimination in employment, salary, working conditions, access to vocational training and career development by reason of their trade union membership or activity;
- To communicate to concerned trade union organisations the information required under applicable national legislation regarding general operations of the Club and, where required, operations of the site concerned, in order to allow them to conduct collective bargaining in keeping with such legislation in their respective countries.
- To allow contact between trade union representatives and Club employees, as provided for under applicable legislation, collective bargaining agreements and national or local practices.



- Not to tolerate any form of forced or compulsory labour as a method of coercion or sanction against persons expressing political opinions; methods of using labour for economic purposes; measures of work discipline; penalty for strike action; discrimination based on race, social or national origin, or religious beliefs.

The term “forced or compulsory labour” means any work or service required of an individual under threat of any sanction and for which the said individual has volunteered.

- To respect the effective elimination of child labour, with the minimum age for employment being set at 15 years of age regardless of local legislation provisions, or 18 years of age in the case of work activities liable to endanger the health, safety or morality of youth.
- To respect the principle of equality of opportunities and treatment in employment, meaning to refrain from any discrimination, distinction, exclusion or preference based on race, ethnicity, gender, religion or political opinions.
- To ensure, through adapted means, the application to all employees of the principle of equal pay for work of equal value between male and female employees;

In the event of difficulties or disputes, employees concerned may refer the matter to the Committee on the application of the agreement established under Section 4.1.

### ***III Employee mobility (GE service personnel) for Club Méditerranée employees from countries in the Europe/Africa zone***

#### **III. 1 General provisions:**

- III. 1.1** – Through this agreement, the Parties express their common wish to encourage voluntary international mobility for Club Méditerranée employees (service personnel - GE) classified as seasonal employees and coming from European and African countries outside the European Union, in order to allow them to come and work in Club Méditerranée resorts located in the European Union (as seasonal employees). Such mobility is encouraged where Club Méditerranée is unable to locally hire the required labour.
- III. 1.2** – Employment conditions applicable to such employees regarding salaries, working hours and working conditions shall not be lower, prorata temporis, to those applicable to employees working in the operations concerned. Such provisions also apply to room and board, GE employees being allowed to contact workers’ representatives of the holiday village concerned in case of need.
- III. 1.3** – Where permanent service (GE) employees in their country of origin are coming to work in a European Union country, their introduction is performed on the basis of secondment for the duration of the season under normal employment conditions for employees of the villages concerned.
- III. 1.4** – GE employees are allowed a minimum of 15 days of notice prior to the commencement of the proposed contract or secondment.



**III. 1.5** – Employee representatives in the villages of origin are informed of the selection criteria and conditions of mobility for GE employees called upon to come to work in European Union countries.

### III. 2 Provisions covering Turkish initiative:

**III. 2.1** – Club Méditerranée’s management has undertaken an initiative to allow seasonal migration to France of service (GE) personnel from Club Méditerranée villages located in Turkey. Club Méditerranée, with the support of the signatory trade union organisations, will request governmental authorities to make it possible to renew this initiative.

- Based on the needs expressed and the criteria established by Club Méditerranée management in France, the company performs the procedures required under French regulations to obtain the approvals required for the introduction of the employees proposed by Club Méditerranée management in Turkey.
- Each season is subject to the signature of a seasonal term employment contract respecting the provisions of French law and the employment and compensation conditions resulting from the CBAs and practices applicable to service (GE) personnel in the village concerned.
- Those migrant employees receive coverage under French social security for the duration of their seasonal employment in France.

### III. 3 Associated measures

In the context of the initiative of introducing Turkish GEs in France, the parties have agreed to the following associated measures:

**III. 3.1** – Information and welcome meetings will be organized in France by Club Méditerranée services with the aim of getting a better knowledge of the receiving village and tourist resort, its organisation, geography and the main services provided in the village.

**III. 3.2** – Once per season when migrant personnel is present, a half-day visit in France by a representative of EFFAT-IUF is planned by Club Méditerranée services for the employees concerned (Turkish GE personnel), during which meeting the social aspects of mobility are discussed, including:

- The agreement on transnational mobility within Club Méditerranée and European regulations;
- legislation and collective bargaining agreements applicable in the host village and country;
- other social issues related to mobility.

**III. 3.3** – The time spent by the EFFAT-designated representative on the implementation of the provisions of Section III.2 above is compensated on the basis of a fixed daily rate of Euro 310. The modalities for payment of this compensation will be set through an agreement between management and the European trade union organisations parties to this agreement.

- This compensation is paid upon justification of time spent by the EFFAT representative.



- The EFFAT representative travel expenses (travel, lodging and meals) are reimbursed upon approval by the company on presentation of supporting documentation.

**III. 3.4** – In the event that other mobility initiatives are decided, the parties agree to define jointly the appropriate measures in relation to these initiatives.

#### ***IV Application of the agreement and general conditions***

**IV. 1** A Committee on the implementation of the agreement is set up. It is composed with two representatives from EFFAT and the IUF (including the EFFAT representative in the European Committee for Social Dialogue) and two representatives designated by the management of Club Méditerranée.

The Committee shall meet once a year in connection with the meeting of the European Committee for Social Dialogue to discuss economic and social developments at Club Méditerranée and envision joint mobility management planning.

The committee is also responsible for reviewing the implementation of the agreement and discussing possible improvements. It also meets upon request from the management of Club Méditerranée or from a member of the bureau of the European Social Dialogue Committee, upon agreement from the management of the Club.

**IV. 2** In all instances, the employer shall provide the means required for proper proceedings of the meeting, including by covering the expenses incurred by representatives to take part in the meeting.

**IV. 3** A copy of this agreement is deposited with the Employment and Social Affairs Directorate of the European Community.

**IV. 4** This agreement is established for a set duration of three years and will end at the end of this period. Each party may withdraw from the agreement by providing a three-month notice.

Three months prior to the end of the three-year agreement period, the parties shall meet to jointly review its application and agree on its eventual renewal.

***The French version of this agreement shall be the text of reference.***