



GLOBAL AGREEMENT IUF- UITA / MELIA HOTELS INTERNATIONAL S.A

1. Parties

1.1 This agreement is between "Meliá" and "IUF-UITA".

1.2 "MELIA" refers to Meliá Hotels International S.A. and its subsidiaries, franchisees or any other legal entity operating under any of its trademarks, regardless of the country in which they are located.

1.3 "IUF-UITA" refers to International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations and all its affiliates in the aforementioned scope of Meliá.

2. Preamble

2.1 "MELIA" and "IUF-UITA" express their commitment to respect fundamental human rights, and each recognizes the respect of the fundamental rights of the other party.

2.2 "MELIA" recognizes the important role that trade unions play in representing the interests of workers and that IUF-UITA is the most representative international trade union federation given that its affiliates represent more "MELIA" workers than any other international trade union federation.

2.3 "IUF-UITA" recognizes the commitment of "MELIA" and its efforts to be a socially responsible company.

2.4 "MELIA" aims to promote a consistent and constructive social dialogue, both locally and internationally, without hampering business growth. "MELIA" will work with "IUF-UITA" to mutually explore solutions to allow for the exercise of the rights referred to in this agreement and social progress through dialogue between the parties in countries where "MELIA" operates, and that the HR management team at "MELIA" and the International Secretariat of "IUF-UITA" aim to identify, by mutual consent, any lack of protection of workers' rights to freedom of association and collective bargaining.

2.5 "MELIA" is committed to ensuring that all employees have access to the following fundamental rights, insofar as they comply with local law:

- equal treatment for men and women with regard to wages and working conditions for the same type of work;
- no discrimination based on sex, language, ethnic origin, age, political opinion, religion or sexual orientation;
- protect health and safety in the workplace through prevention and preventative measures

2.6 "IUF-UITA" emphasises its major concerns as:

- The working and social conditions of employees
- Direct employment of workers rather than through subsidiary or external companies

The management of "MELIA" and the "IUF-UITA" International Secretariat will cooperate in order to define how to improve conditions regarding the concerns of "IUF-UITA", without creating a competitive disadvantage, which could hinder business growth at "MELIA" or have negative consequences on employment.

2.7 Nothing in this agreement is intended to restrict or affect the employment relationships practises or agreements on labour rights currently existing between "MELIA" and any trade union.

2.8 The company will not knowingly use the services of third party companies that deliberately violate the principles of this Global Agreement.

3. Rights framework

3.1 For the purposes of this agreement, "MELIA" and "IUF-UITA" recognize an obligation in countries where "MELIA" operates to respect all labour laws and regulations, along with the rights of workers to freedom of association and collective bargaining. "MELIA" and "IUF-UITA" will seek through dialogue the resources to promote the principles of clause. 3.2. Nothing in this agreement is intended to cause "MELIA" to violate the laws of any such country, or waiver any rights granted by these laws.

3.2 "MELIA" and "IUF-UITA" recognize an obligation to respect the rights of workers in accordance with internationally established principles. "MELIA" and "IUF-UITA" also recognize that as a signatory of the United Nations Global Compact, "MELIA" is committed to respecting the Universal Declaration of Human Rights and the Declaration on Fundamental Principles and Rights at Work ILO 1998. "MELIA" also acknowledges the chapter on employment and industry in the OECD Guidelines for Multinational Corporations.

3.3 "MELIA" and "IUF-UITA" confirm their commitment to respect the principles of the rights of association and collective bargaining, and the rights of workers to freely form trade unions of their own will and choice which, at minimum, are in conformity with the legal regulations in each country. "MELIA" and "IUF-UITA" mutually confirm that "MELIA" employees may exercise these rights without any fear of retribution, punishment, or any other form of discrimination.

4. Responsibilities of the parties.

4.1 The "MELIA" management team will distribute copies of this agreement within its organization, translating this to English, and encouraging translation to local languages where appropriate through its local or regional teams. "IUF-UITA" will do the same to all of its affiliates with members working in "MELIA". In cases where both sides agree it is appropriate, the agreement will be presented by both parties together.

4.2 In the event that either party fails to fulfil its obligation to disseminate this throughout their organization, both parties agree to take immediate steps to correct the situation.

4.3 "MELIA" and "IUF-UITA" recognize the importance of ongoing communication between the two organizations in order to oversee the implementation of the agreement, and to work together to resolve any disputes arising from the implementation of the agreement, and to find ways to promote social dialogue on the human and labour rights covered by this agreement. To this end, both parties agree to implement the following measures:

- regular contact between "MELIA" HR Management and the "IUF-UITA" International Secretariat;
- an annual meeting between representatives of "MELIA" HR Management and the "IUF-UITA" International Secretariat; An additional launch meeting may also be organized for the first year after the signature of this agreement;
- Local visits by representatives of the "IUFUITA" International Secretariat with an agenda to be defined in a joint agreement and preplanned with "MELIA" local or regional teams.

4.4 The purpose of the annual meeting between "MELIA" and "IUF-UITA" will be to review the implementation of this agreement by both parties, as well as look at ways to improve social dialogue in countries where it does not exist. Other issues, such as a presentation of the strategic objectives of the company, may be added to the meeting agenda by mutual agreement between the "MELIA" International HR team and the "IUF-UITA" International Secretariat insofar as such information may be reported publicly.

4.5 The annual meeting between "MELIA" and "IUF-UITA" will not be a forum for national, multinational or international negotiations and nothing in this annual meeting will replace ongoing communications, nor should it replace existing arrangements for collective bargaining between "MELIA" and the representatives of its employees.

4.6 The "IUF-UITA" delegation to attend the annual meeting shall consist of representatives appointed by the "IUF-UITA" International Secretariat as follows:

- Two representatives of the "IUF-UITA" Secretariat who will be responsible for distributing information to other unions that potentially concerns them;
- "IUF-UITA" will delegate, for an initial period, up to 5 representatives to ensure consistent and representative of the distribution of the international labour force and the main markets in which "MELIA" operates;
- Other representatives who may be included only by agreement with the international "MELIA" HR team.

5. Freedom of association, trade union recognition, and collective bargaining

5.1 "MELIA" and "IUF-UITA" agree on the following to allow workers to exercise the following rights:

5.1.1 According to a schedule established by mutual agreement, "MELIA" Human Resources and the "IUF-UITA" International Secretariat will meet to consider how to implement new conditions on a local basis which will allow implementation of the terms of this agreement, including without limitation:

5.1.1.1 Informing workers about their rights regarding freedom of association and collective bargaining;

5.1.1.2 Allowing union representatives to communicate with workers, without violating their privacy, their rights to form and join trade unions freely as they desire without any opposition from the Management and in compliance with local laws and international standards according to ILO Conventions and the OECD Guidelines for Multinational Companies, and complying with the requirements of customers including respect for safety and confidentiality, without interrupting any service unless mutually agreed with Management to do so.

5.1.1.3 Establishing procedures consistent with the principles of this agreement with appropriate and simple recognition measures without undue delay and by legitimate representatives of labour organizations in accordance with applicable law. In view of the different national laws and customs, an implementation condition of this clause shall be the procedures, if any, agreed between local "MELIA" management and local "IUF-UITA" leaders in any country.

5.1.1.4 Provide appropriate protection for workers' representatives;

5.1.1.5 Implement appropriate measures to recognize unions as representatives in collective bargaining agreements.

5.2 "MELIA" will recognize workers' representatives, appointed or elected according to the laws of each country wherever it operates in order to maintain a constructive dialogue with workers and their representatives.

5.2.1 From the formal recognition of a union as the legitimate representative of workers, local "MELIA" managers and local union representatives of "IUF-UITA" affiliates agree to act in good faith in collective bargaining and make every effort to reach an agreement within a spirit of cooperation.

5.3 "MELIA" and "IUF-UITA" will work together to improve the conditions and rights of workers in each and every one of the countries in which "MELIA" operates and define a protocol for initiating dialogue in implementing practices that promote those rights without impairing "MELIA"'s competitiveness and growth.

6. Child labour

Prohibition of child labour. People will only be contracted if they are older than the youngest age at which they may end their obligatory education (ILO Conventions 138 and 182).

7. Working day

MELIA HOTELS INTERNATIONAL S.A, recognizes that the length of the working day will be agreed with trade unions and will at least comply with the requirements of national legislation and collective agreements (ILO Conventions 1 and 47 and Recommendation 116).

8. Health and safety at work.

"MELIA" is committed to providing a safe, healthy and sustainable workplace (ILO Convention 155).

Best practices for health and safety at work will be promoted, always with the appropriate equipment and training. Practices shall conform to the provisions in collective agreements, legislation and the code of practice on safety and health of the ILO

9. Implementation

9.1 To the extent that the parties reach agreements imposing obligations on one or the other party that may go beyond local legal standards or existing agreements, such obligations shall be carried out in stages to ensure that the parties work together to ensure the success of the agreement and to minimize any potential negative impact on either party. The staging of the implementation will be by mutual agreement between "MELIA" HR Management and the "IUF-UITA" International Secretariat after consultation with the representatives participating in the annual "MELIA – IUF-UITA" meeting.

9.2 All outstanding issues relating to the implementation and enforcement of this agreement will be reviewed at the "MELIA – IUF-UITA" annual meeting, and matters of an urgent or serious nature will be raised during the course of ongoing communication between "MELIA" HR Management and the "IUF-UITA" International Secretariat at the initiative of one or other of the parties.

9.3 The parties agree to provide all the information required relating to any breaches of this agreement, and upon presentation of this information, the parties will attempt to resolve any disputes through appropriate means of compliance employing good faith and direct dialogue, which may include dialogue at the "MELIA - IUF UITA" annual meeting, an extraordinary formal meeting between "MELIA" senior management and the "IUF-UITA" International Secretariat or any other means agreed between the "IUF-UITA" International Secretariat and the "MELIA" international HR team.

10. Terms and interpretation

10.1 This agreement defines the minimum rights for workers and direct workers of "MELIA", or companies operating under any of the trademarks belonging to the Meliá Hotels International which, in any case, will comply with legal, contractual or collective agreement provisions that grant greater rights.

10.2 This international agreement is effective from the date it is signed by both parties and will remain in effect indefinitely, and may be terminated or renegotiated by either of the parties after giving at least 6 months' notice to the other party.



Gabriel Escarrer
CEO



Ron Oswald
Secretario General

The following Conventions form the basis for the rights set out in this Agreement

- Convention on Freedom of Association and Protection of the Right to Organization, 1948 (No. 87)
- Convention of the Right to Organization and Collective Bargaining, 1949 (No. 98)
- Convention on Workers' Representatives, 1971 (No. 135)
- Workforce Convention, 1930 (No. 29)
- Convention on Abolition of the Workforce, 1957 (No. 105)
- Minimum Age Convention, 1973 (No. 138)
- Convention on the Elimination of the Worst Forms of Child Labour, 1999 (No. 182)
- Equal Pay Convention, 1951 (No. 100)
- Convention on Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
- Convention on Labour Health and Security, 1981 (No. 155)