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## Appendix VIII

### Full text of IFAs (IUF–EFFAT, Accor, Club Med)

#### 1. *Agreement between the IUF and the Accor Group on trade union rights, June 1995*

The Accor Group and the IUF:

noting that, in the global economy, all social and economic progress is contingent upon the maintaining of a society based on democratic values and respect for human rights;

further noting that the hotel industry needs peace and social consensus in order to grow;

being committed, therefore, to work in this direction, above all by the example they set;

recalling the basic right of each employee to be represented and defended by a union of his or her choice;

recognizing the reciprocal legitimacy of the other party and its right to intervene in both social and economic affairs, while both retain their own responsibilities, to the extent that they comply with applicable laws, contracts or collective agreements;

are therefore convinced that reinforcing democracy in the Group is the duty of both parties and that this implies both the recognition of differences over ways and means as well as the search for solutions through collective bargaining;

further note that this goal requires, for its achievement, an effort at educating and informing the employees concerned and their representatives<sup>1</sup> so that they can better understand the problems, constraints and challenges faced by the company.

In this spirit, the Accor Group and the IUF shall undertake to:

1. Verify the faithful application by all Accor establishments of ILO Conventions Nos 87, 98 and 135, pertaining respectively to:
  - the right of employees to affiliate to the union of their choice;
  - the protection of employees against all acts of discrimination that tend to violate freedom of association;
  - the protection of employee representatives against any measures that could harm them, including discharge, motivated by their status or activities as employee representatives, in so far as they act in compliance with applicable laws, contracts or collective agreements.

<sup>1</sup> The term “workers’ representatives” is used as defined in Article 3 of the Workers’ Representatives Convention, 1971 (No. 135), which reads as follows: “For the purpose of this Convention the term ‘workers’ representatives’ means persons who are recognized as such under national law or practice, whether they are:

- (a) trade union representatives, namely representatives designated or elected by trade unions or by the members of such unions; or
- (b) elected representatives, namely representatives who are freely elected by the workers of the undertaking in accordance with provisions of national laws or regulations or of collective agreements and whose functions do not include activities which are recognized as the exclusive prerogative of trade unions in the country concerned.”

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The Accor Group therefore undertakes not to oppose efforts to unionize its employees.

The Accor Group considers respect for union rights to be part of the good reputation of its brand names.

2. Encourage the management of subsidiaries and entities to allow union representatives to carry out their mandates and to have access to the same opportunities for training, pay increases and advancement as all other equally qualified employees.

Both parties agree that any differences arising from the interpretation or implementation of this agreement will be examined jointly, for the purpose of making recommendations to the parties concerned. The French version of this agreement shall be the point of reference.

## **2. Agreement regarding respect for fundamental rights at work and transnational mobility of Club Méditerranée employees (GE service staff) in Europe and Africa, revised in July 2009**

Between

The Club Méditerranée company, head office at 11 rue de Cambrai, Paris, represented herein by Mr Olivier Sastre, Director 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 parties note that the hotel–restaurant–tourism sector is characterized by a persistent lack of qualified labour and by growing difficulties in organizing worker mobility around the world.
- The parties recognize the need to develop solutions to allow Club Méditerranée GE service staff 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 organization and the wishes of the employee concerned and provided that such arrangements do not imperil employment, working conditions, wage 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 villages. The existence of this agreement may not result in any restrictions whatsoever of the rights arising from legislation, regulations, collective 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 means of recourse.

- Through this agreement, the parties express their common wish to facilitate the transnational mobility of Club Méditerranée GE service staff.

### *I. Scope*

- The provisions of this agreement concerning fundamental rights at work apply to all Club Méditerranée villages worldwide.
- The provisions of this agreement concerning the transnational mobility of GE service staff apply to villages operated directly by Club Méditerranée in the following Europe and Africa zone countries where Club Méditerranée has operations: the European Union countries, Côte d'Ivoire, Egypt, Mauritius, Morocco, Senegal, Switzerland, Tunisia and Turkey.

The parties agree to the following:

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

Based on the principles set out in the International Labour Organization (ILO) Conventions, Club Méditerranée undertakes:

- To respect the right of staff, 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, wages, working conditions, access to vocational training and career development by reason of their trade union membership or activity.
- To communicate to the trade union organizations concerned 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 agreements and national or local practices.
- Not to tolerate any form of forced or compulsory labour as a form of coercion or sanction against persons expressing political opinions, for economic purposes, as disciplinary measures at work, penalty for strike action, or 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 not volunteered.
- To respect the effective elimination of child labour, with the minimum age for employment being set at 15 years of age regardless of the provisions of local legislation, 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, colour, gender, religion or political opinion.
- To ensure, by appropriate means, the application to all employees of the principle of equal pay for work of equal value between male and female employees.

Club Méditerranée guarantees the conditions for the application of the abovementioned rights to employees and to those who provide services in group establishments.

In the event of difficulties or disputes, the 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 staff) for Club Méditerranée employees from countries in the Europe/Africa zone*

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

- 1.1. Through this agreement, the parties express their common wish to encourage the voluntary transnational mobility of Club Méditerranée employees (GE service staff) from European and African countries classified as seasonal employees, to allow them to come and work as seasonal employees in Club Méditerranée villages located in the European Union. Such mobility is encouraged where Club Méditerranée is unable to locally hire the required labour.
- 1.2. Employment conditions applicable to such employees regarding wages, working hours and working conditions shall not be less favourable, pro rata temporis, than those applicable to employees working in the establishments concerned. Such provisions shall also apply to room and board. GE employees must be allowed, in case of need, to contact staff representatives of the holiday village concerned.
- 1.3. Where GE service staff who are permanent in their country of origin come to work in a European Union country, their assignment shall be on the basis of secondment for the duration of the season under normal employment conditions for employees of the villages concerned.

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- 1.4. GE staff shall be allowed a minimum of 15 days of notice prior to the commencement of the proposed contract or secondment.
  - 1.5. Staff representatives in the villages of origin shall be informed of the selection criteria and conditions of mobility for GE staff required to come and work in European Union countries.

### *III.2. Provisions on the implementation of transnational mobility*

- 2.1. Club Méditerranée's management has undertaken an initiative to allow seasonal migration to the Alps of GE service staff from Club Méditerranée villages in the Europe–Africa zone (currently Tunisia, Morocco, Turkey). Club Méditerranée, with the support of the signatory trade union organizations, will request governmental authorities to make it possible to continue to bring migrant seasonal workers from those countries into Europe.
- 2.2. Based on the needs expressed and the criteria established by Club Méditerranée management, the company shall undertake the procedures under the regulations of the countries concerned to obtain the approvals required for the entry of the employees proposed by Club Méditerranée management into the respective countries.
- 2.3. Each season is subject to the signature of a seasonal fixed-term employment contract respecting the provisions of the social legislation of the host country and the employment and remuneration conditions resulting from the agreements and practices applicable to GE service staff in the village concerned.
- 2.4. Such migrant employees shall be covered by the social security of the country where they are employed during their seasonal employment in a country other than their country of origin.

### *III.3. Associated measures*

In the context of the joint monitoring of conditions of transnational mobility, the parties have agreed to the following associated measures:

- 3.1. Information and welcome meetings shall be organized in the host country by Club Méditerranée to provide a better knowledge of the host village and tourist resort, its organization, geography and the main services provided in the village.
- 3.2. During the season, if such staff are present, a half-day visit by a representative of EFFAT–IUF will be arranged by Club Méditerranée to one or more establishments employing the migrant GE staff mentioned in paragraph 3.2 up to a maximum of three days of visits per season. During these visits, the social aspects of mobility will be discussed.
- 3.3. The time spent by the EFFAT-designated representative on the implementation of the provisions of section III.3 above shall be compensated on the basis of a fixed daily rate of 330 euros.

The modalities for payment of this compensation will be set through an agreement between management and the European trade union organizations parties to this agreement.

This compensation shall be paid upon justification of time spent by the EFFAT representative.

The EFFAT representative travel expenses (travel, lodging and meals) shall be reimbursed, following approval by the company, on presentation of supporting documentation.

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

1. The parties agree, in the event of a problem of interpretation or application of this agreement, to meet at the request of either one of the parties, in order to seek an agreed solution to the problem. This conciliation phase shall be a mandatory precondition of any other proceeding.
2. A joint committee on the implementation of the agreement shall be set up, composed of two representatives from EFFAT and the IUF and two representatives designated by the management of Club Méditerranée.
3. The committee shall meet once on the occasion of the meeting of the European Committee for Social Dialogue to discuss economic and social developments at Club Méditerranée and to consider joint mobility management planning.
4. The committee shall also be responsible for reviewing the implementation of the agreement and discussing possible improvements. It shall also meet at the request of the management of Club Méditerranée or a member of the bureau of the European Social Dialogue Committee, subject to agreement from the management of Club Méditerranée.

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5. In all instances, the employer shall provide the means required for the proper conduct of the meeting, including covering the expenses incurred by representatives to take part in the meeting.
  6. This agreement is established for an indefinite term. If necessary, the parties may meet to review the application of the agreement and consider any improvements to it.
  7. Each party may withdraw from all or part of this agreement by giving three months' notice.
  8. A copy of this agreement shall be deposited with the Employment and Social Affairs Directorate of the European Community and the International Labour Office in Geneva.

Paris, 28 July 2009

For Club Méditerranée  
Mr Olivier SASTRE  
Director of Human Resources

For the IUF  
Mr Ron OSWALD  
General Secretary

For EFFAT  
Mr Harald WIEDENHOFER  
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