



A l'attention des membres de L'Uni Global Union

A Issy les Moulineaux

Le 15 Mars 2017

Bonjour à tous,

Veillez trouver ci-joint la copie de l'accord que nous avons signé mardi 14 mars à 12H00.

En vous remerciant très sincèrement de votre contribution à la finalisation de cet accord et de votre présence à la séance de signature, je vous en souhaite bonne réception.

Bien cordialement

A handwritten signature in blue ink, appearing to be "B. Haurie".

**Bernard HAURIE**

Directeur Général Adjoint GeoPost



# Agreement

between

**GeoPost**

and

**UNI global union**

Paris, 14<sup>th</sup> of March, 2017

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## 1. Preamble

The GeoPost (GeoPost) and UNI Global Union (UNI), referred to as the "Parties", act on a worldwide multinational market which brings with it new challenges. Through this Global Agreement, the Parties wish to strengthen their mutual dialogue concerning human rights and fundamental labour rights.

All GeoPost locations accept the right of the individual of freedom of association and to engage in collective bargaining and respect all current collective bargaining agreements, with a view to support through mutual cooperation continued development of sustainable business growth of the GeoPost and sustainable and satisfying working conditions for the employees of GeoPost. UNI accept that each GeoPost business unit maintains the freedom to pursue their own specific business strategies.

## 2. Scope

This Global Agreement applies to companies over which GeoPost has a controlling interest as an owner within GeoPost's sphere of interest, unless GeoPost cannot exercise effective control for reasons of local legislation. Where GeoPost does not have a controlling interest (including in non-owned franchisees) or cannot exercise effective control for reasons of local legislation, GeoPost will use its influence as per its own Code of Conduct, to seek to secure compliance with the standards set out in this agreement.

UNI will publicly support companies that they consider to be frontrunners in employment standards and will work with GeoPost to continually raise standards of employment within GeoPost and the wider express parcels market, proactively using their influence to ensure that the industry can support improvements in employment terms.

UNI enters into this Agreement on its own behalf and on behalf of all its affiliates worldwide.

## 3. Commitment to Human Rights

GeoPost undertakes to respect the principles of the United Nations Universal Declaration of Human Rights and to avoid infringing upon human rights as well as to endeavor to address adverse impacts on human rights while carrying out its business, including the implementation of reasonable measures for their prevention, mitigation and, where appropriate, remediation, as guided by the Guiding Principles on Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework, as applicable to business enterprises.

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GeoPost undertakes to respect the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work<sup>1</sup>, including also freedom of association, specifically, the right of all employees to organise unions, to engage in social dialogue in the workplace (for example in Works Councils), to be members of a trade union of their choice and to engage in collective bargaining.

GeoPost commits to adhere to the OECD Guidelines for Multinational Enterprises.

GeoPost, along with UNI, commits to comply with all national employment laws, collective agreements, health and safety regulations as well as applicable laws and internationally recognised human rights, in every market in which GeoPost operates.

GeoPost is committed to paying fair wages, providing reasonable working hours, and fair working conditions throughout all GeoPost business units.

GeoPost does not discriminate in its labour relations and particularly recruits women and men according to their specific skills and treats each with dignity, in a non-discriminatory manner, without respect to the age, social origin, family situation, sex, sexual orientation, disability, political, trade union or religious opinions, their actual or supposed membership or non-membership of an ethnic group, nation or race in compliance with ILO agreement No. 111.

#### 4. Trade Union Rights

GeoPost has many locations throughout Europe where union membership currently exists, and is committed to maintaining open and constructive communications with them. Where unions do not exist, GeoPost will not present obstacles to union recognition or representation.

In order to ensure that employees exercise freedom of association, specifically, the right of all employees to organise a trade union of their choice and to engage in collective bargaining GeoPost commits to ensure that:

- a. Managers of GeoPost create a free and open environment concerning the exercise of freedom of association rights and it will ensure that its managers remain positive and do not oppose the process of joining a union or exercising rights as or a union member.

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<sup>1</sup>The ILO Core Conventions are :

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (Convention No. 87)
- Right to Organise and Collective Bargaining Convention, 1949 (Convention NO. 98)
- Forced Labour Convention, 1930 (Convention No. 29)
- Abolition of Forced Labour Convention, 1957 (Convention NO. 105)
- Minimum Age Convention, 1973 (Convention No. 138)
- Worst Forms of Child Labour Convention, 1999 (Convention No. 182)
- Equal Remuneration Convention, 1951 (Convention No. 100)
- Discrimination (Employment and Occupation) Convention, 1958 (Convention No. 111)

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- b. No employee will risk being intimidated, harassed or retaliated against for exercising these rights.
- c. GeoPost will not present obstacles to union recognition or representation. A union will be recognised as long as they satisfy the minimum legal requirements for recognition under applicable local national law.
- d. Upon recognition of a union, GeoPost will work to ensure that the managers of GeoPost engage in good faith collective bargaining and make reasonable efforts to reach agreement with the representative of employees, as defined by the local laws of the country governing recognition or certification.

In the building of a constructive working relationship and to enable workers to meaningfully exercise freedom of association, local GeoPost managers and the local UNI affiliate(s) are encouraged to open discussions with an aim to agree to access arrangements appropriate to the specific operating environment. These access arrangements are not intended to disrupt already established, mutually satisfactory access arrangements.

While arrangements will vary, options might include the following where possible:

- a. Meetings with union representatives to discuss joining the union which will occur in a non-disruptive manner, during non-working hours, such as before and after work and during break periods.
- b. The local UNI affiliate and local GeoPost managers will agree on appropriate procedures for informing new hires of their union rights as per this agreement in accordance with local national law. GeoPost agrees that its managers will afford workers the right to meet with the union outside the presence of its managers.

In GeoPost Business Units, where there is no trade union recognised, the local GeoPost managers will not oppose nor attempt to dissuade employees to attend external meetings appropriate to the specific operating environment and local national law.

## 5. Relations with suppliers and sub-contactors

GeoPost shall endeavour to work with business partners who conduct their business in a way that is compatible with the terms of this agreement and it shall consider not doing business with any partner that fails to comply with these standards.

## 6. UNI Commitment

UNI shall publicly support GeoPost as one of the frontrunners in employment standards and shall work with GeoPost to continually raise standards of employment within the GeoPost and the wider express parcels market, proactively using their influence to ensure that the global express parcels industry can support improvements in employment terms.

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UNI recognises that terms and conditions of employment will be determined in accordance with national legal, social and economic conditions. UNI agrees that organising campaigns shall include strategies which are designed to ensure that the GeoPost remains competitive within the market being organised.

UNI and its affiliates shall seek to settle any disputes by peaceful means to help avoid disruption to customer service or damage to the reputation of GeoPost. UNI shall encourage its affiliates to exhaust good faith communication and local dispute resolution procedures before engaging in industrial action, media or corporate campaigns.

## 7. Term

This agreement is signed for a period of two years after which time it can be cancelled by either of the Parties with six months' written notice. The agreement will be registered with the Paris Departmental Work, Employment and Professional Training Directorate (Direction Départementale du Travail et de l'Emploi et de la Formation Professionnelle de Paris.)

## 8. Implementation

The Parties will communicate this Agreement and the commitment to its principles throughout their respective organisations and will each have a responsibility for the implementation of the Agreement in good faith. GeoPost commits to communicating the agreement to its Business Units.

The Parties agree that an Implementation Group will meet twice in the first year to discuss progress within the scope of this Agreement and of the implementation of the Agreement.

If a complaint under this Agreement remains unresolved after being submitted to the relevant Country or Regional Manager, UNI may raise the matter with the GeoPost Chief Human Resources Officer. A timely investigation shall then be conducted in an open and transparent manner. If the matter is still unresolved, it can be referred to the Implementation Group. Subject matter experts may be invited upon mutual agreement of the parties.

The Implementation Group will comprise the Head of HR of GeoPost and two colleagues of his/her choosing and the UNI Head of Post and Logistics and two colleagues of his/her choosing.

In the event that the parties are unable to resolve a dispute concerning the application of this Agreement after discussion at the Implementation Group meeting, the matter may be referred, by mutual agreement, to a neutral mediator. The mediator shall be jointly selected by the parties. A request for mediation will not be unreasonably denied by either party.

Specific employee concerns or local collective bargaining disputes will be handled and concluded in accordance with local grievance procedures. Escalation beyond

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the local procedure is only appropriate when the matter relates to a right or standard established in this Agreement.

UNI further recognise that this Agreement does not confer any contractual rights upon third parties (including UNI affiliates) or upon any employee of the GeoPost, nor shall this Agreement undermine labour relations practices or agreements with other unions (non-UNI affiliates) operating within GeoPost.

## 9. Miscellaneous

This Agreement is governed by the substantive laws of France.

Any formal notice relating to the Agreement shall be made in writing and sent to the addresses shown below or such other address as designated in writing to the other parties.

Agreed, in Paris, the 14<sup>th</sup> of March, 2017:

For GeoPost

For UNI Global Union

Paul-Marie Chavanne  
Chairman

Philip Jennings  
General Secretary

On behalf of the French affiliates of UNI Post & Logistics:

For the CGT-FAPT

Christian Mathorel  
General Secretary

For the F3C-CFDT

Marie-Hélène Castellarnau  
General Secretary

For the FO-COM

Philippe Charry  
General Secretary