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GLOBAL AGREEMENT

For A Partnership on
Ethical Employment, Social Dialogue, Collective Bargaining and Trade Unions Rights.

Between

UNI GLOBAL UNION *and* **ORPEA SA**

PARIS, April 8, 2022

GLOBAL AGREEMENT

For A Partnership about

Ethical Employment, Social Dialogue, Collective Bargaining and Trade Unions Rights.

BETWEEN THE UNDERSIGNED :

ORPEA SA, for ORPEA Group, whose headquarter is based 12 rue Jean Jaurès in PUTEAUX (France), represented by

M. Philippe CHARRIER, in his capacity as Group Chief Executive Officer,

M. Bertrand DESRIAUX, in his capacity as Group Human Resources Director,

On one hand,

AND

UNI Global Union whose main office is based 8-10 Avenue Reverdil in NYON (Switzerland), represented by

Ms Christy HOFFMAN, in her capacity as General Secretary,

Ms Alke BOESSIGER, in her capacity as Deputy General Secretary,

On the other hand,

Hereafter called « The Parties ».

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1. Introduction

- 1.1. Aware that maintaining good working conditions, training, remuneration and respect for employees' rights are inextricably linked to the requirements of quality of service, treatment and respect for the dignity due of the residents in its establishments, which is essential for ensuring the attractiveness of the services offered by the ORPEA Group (hereafter called ORPEA), it has been decided to set up a global agreement and permanent mechanism with UNI Global Union (hereafter called UNI) intended to guarantee and improve the rights and working conditions of ORPEA's employees through collective bargaining and dialogue without calling into question national legislation. In the event that there are differences between national legislation and this agreement, ORPEA shall apply the higher standard, so long as there is no violation of national law and it is consistent with international standards.
- 1.2. This global agreement is concluded between ORPEA SA (12 rue Jean Jaurès - CS 10032, 92 813 Puteaux Cedex, France) and UNI Global Union (Av. Reverdil 8/10, 1260 Nyon, Switzerland) - hereafter referred to as "the Parties". Through this agreement, the Parties are committed to regular and constructive dialogue in order to strengthen fundamental labour rights, in particular the freedom of association and the right to collective bargaining.
- 1.3. ORPEA recognizes the important role that unions play in representing employees' interests, as well as raising and maintaining standards for all employees across the Group's operations.
- 1.4. The Parties recognize each other as their respective global social partners and agree on the need to carry out activities to improve employment standards and the quality of care throughout the Group ORPEA and the care sector in general.

2. Scope

- 2.1. This agreement will apply to companies over which ORPEA has direct control as owner or in which it has a controlling interest.
- 2.2. Where ORPEA does not have a controlling interest, it will use its influence in order to seek to secure compliance with the standards set out in this agreement.
- 2.3. ORPEA will also endeavour to work with business partners who conduct their business in a way that is compatible with the terms of this agreement.
- 2.4. UNI enters into this agreement on its own behalf and on behalf of its worldwide affiliates.

2.5. Nothing in this global agreement shall in any way reduce or undermine existing labour relations practices or agreements relating to union rights or facilities already established by any UNI affiliates unions or any other union within ORPEA.

3. Core principles

3.1. The Parties respect and uphold the Universal Declaration of Human Rights, paying particular attention to Articles 3 and 23.

3.2. ORPEA commits to observe the provisions of the International Labor Organization's (ILO) Declaration on Fundamental Principles and Rights at Work¹, including freedom of association and, in particular, the right of all employees to organize, join a trade union and conduct collective bargaining. It reaffirms its support for the OECD Guidelines for Multinational Enterprises and the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (MNE Declaration-5th Edition 2017).

4. Employment Standards

4.1. ORPEA recognizes its obligation to respect the applicable laws and public regulations concerning the treatment of its employees in the various countries in which it operates. ORPEA commits itself to take the necessary measures to guarantee employees a safe, healthful working environment free from abuse.

4.2. Terms and conditions of employment will be determined locally through collective bargaining, in accordance with national legal and social provisions. This commitment includes, but is not limited to, a commitment to pay the legally required minimum wages and to respect limitations on the working hours (work-life balance), health and safety, holidays and overtime obligations. Regarding working hours and job security, ORPEA is committed to avoiding precarious employment by systematically favouring full-time employment and promoting long-term employment opportunities. This commitment does not call into question the possibility of using fixed-term contracts, especially in specific

¹ The ILO fundamental conventions are:

- Convention 87 on Freedom of Association and Protection of the Right to Organise, 1948;
- Convention 98 on the Right to Organise and Collective Bargaining, 1949;
- Convention 29 on Forced Labour, 1930;
- Convention 105 on the Abolition of Forced Labour, 1957;
- Convention 138 on Minimum Age, 1973;
- Convention 182 on the Worst Forms of Child Labour, 1999;
- Convention 100 on Equal Remuneration, 1951;
- Convention 111 on Discrimination (Employment and Occupation), 1958

cases where a need arises to replace an employee who is absent for a short period of time (paid leave, illness, maternity leave, parental leave, etc.).

- 4.3. ORPEA will ensure that employees' salaries are compatible with a decent standard of living and commits itself to improve employees' purchasing power. ORPEA will ensure that part-time employees receive like-for-like pay rises in line with full-time employees, in due proportion to their working time. ORPEA will put in place measures to ensure that salaries are maintained in the event of sickness and maternity leave.
- 4.4. UNI supports sustainable employment opportunities. ORPEA is committed to applying the Acquired Rights Directive (2001/23/EC) when purchasing companies in the European Union. In countries where such regulations are not applicable, ORPEA is committed to transferring contracts and maintaining existing staff with all their acquired benefits unless doing so violates national law. When the company hires new employees through an acquisition, it accepts that the salary and all other conditions of employment of the employees remain unchanged or are improved unless doing so violates national law.

5. Freedom of Association, Union Recognition and Union Access

5.1 Freedom of Association

- 5.1.1. The ORPEA Group respects the rights of employees to join and be represented by a union of their choosing. Union membership and collective bargaining rights can be exercised within ORPEA without fear of retaliation, repression or any other form of action or discrimination. ORPEA managers will remain positive in this process and have agreed to work with UNI to support these rights as set out in this global agreement.
- 5.1.2. ORPEA will not oppose and remain strictly neutral in the face of union organizing activities. ORPEA will train managers and supervisors on their obligation to remain neutral on the question of unionization and to not interfere in any way with employees' decision in this regard. Via its Human Resources Department, national management will issue a written statement, which says that (within the terms and conditions of this global agreement) employees are free to meet the Union's representative(s), attend meetings and freely determine their own decision to join or not to join a union without fear of any form of reprimand.
- 5.1.3. The Parties commit to work with their national affiliates and managers in order to enable freedom of association to be exercised in a non-confrontational environment, avoiding misunderstanding and minimising conflict.

5.2. Union Recognition

- 5.2.1. The means of establishing union recognition shall be determined locally, based on the principle that ORPEA will recognize legitimate unions utilising the most reasonably expeditious process, as long as the union satisfies the minimum legal requirements for recognition under applicable law.
- 5.2.2. Upon formal recognition of a union, the local parties will agree the detailed terms of collective bargaining and on-going dialogue.
- 5.2.3. If local agreement cannot be reached and it has been demonstrated that the union satisfies the minimum legal requirements under applicable law for recognition (which may go beyond the basic criteria required to register a union), the dispute shall be referred to the Review Meeting for resolution.
- 5.2.4. Any concerns with the reputation or ethical conduct of specific local parties may be raised for discussion at the Review Meeting.

5.3. Union Access

- 5.3.1. The employer agrees to facilitate the process of union access to employees in order to ensure that the promise of freedom of association may be fulfilled.
- 5.3.2. ORPEA will agree that representatives of the Union will be allowed free access without the presence of the local management. The details of access, in line with this agreement, will be negotiated locally, so that unions can meet with employees and inform them about the benefits of union membership (including the right to distribute union materials). This extends to induction meetings, the training of employees, its publications as well as digital access². In all cases, the terms of access must be designed in such a way as to allow union representatives sufficient time and opportunity to move around the establishment to carry out their union mission while respecting the operation of the company's operations. This agreement is not intended to disrupt established mutually satisfactory access arrangements.
- 5.3.3. For ORPEA subsidiaries and facilities where access procedures have not been organised due to the lack of a previous trade union presence or where trade unions intend to renegotiate it, trade unions should contact local management in order to coordinate and balance trade union freedom and the operations of the company.

²The terms of 'digital access' will be subject to review meetings. Digital access can be mutually agreed upon at the local and national level.

To anticipate and better coordinate union access, the local parties may mutually agree that a UNI representative and a representative from Global Human Resources join a prior exchange.

If agreement on access arrangements cannot be reached, the matter will be referred to the Review Meeting for consideration and agreement.

6. Duty of Vigilance Law and Due Diligence

UNI shall be considered a stakeholder for purposes of the plan required under the “Loi sur le devoir de vigilance” (Duty of Vigilance Law) and the OECD Guidelines as concerns the human rights of employees. This means that UNI shall be consulted for purposes of risk mapping and the steps taken to avoid risks and in the determination of remedies when rights are violated. Under this global agreement, the Parties recognize that the rights to freedom of association and collective bargaining are salient human rights issues for ORPEA.

7. Dispute Resolution arising from the application of this agreement

- 7.1. The Parties undertake to ensure that this agreement is fully and faithfully implemented. To this end, they agree to set up a dispute settlement procedure to agree on fair and lasting solutions to problems that arise.

In the event of a dispute between a UNI member and ORPEA management concerning the interpretation or application of this agreement, the following procedures shall apply:

Complaints by UNI affiliates

- i. The complaint should first be raised with the local management.
- ii. If the complaint is not resolved with local management, it may be referred to the Country Manager by the appropriate trade union where recognized or UNI if recognition has yet to be established.
- iii. If still unresolved, the complaint will be referred to the agreed representatives of UNI who may raise the matter with the Company’s Human Resource Director
- iv. Where infringements are confirmed, the Human Resource Director will raise these with the responsible member of management who will ensure corrective steps are taken.

- v. Disputes that cannot be resolved in this way, or which relate directly to the terms of this agreement should be referred to the Review Meeting for discussion and resolution.

Complaints by ORPEA companies or managers

- i. The complaint should first be raised with the local union.
- ii. If the complaint is not resolved with local union, it may be referred to the national union office by the company or manager(s) concerned.
- iii. If still unresolved, the complaint will be referred to the Company's Human Resource Director who may raise the matter with the agreed representatives of UNI.
- iv. Where infringements are confirmed, UNI will raise these with the responsible UNI affiliate who will ensure corrective steps are taken.
- v. Disputes that cannot be resolved in this way, or which relate directly to the terms of the agreement should be referred to the Review Meeting for discussion and resolution.

7.2. In the event that the Parties are unable to resolve a dispute arising out of this global agreement after discussion at the bi-annual meeting as set out in this agreement, by mutual agreement the matter may be referred to a mutually agreed independent mediator who shall seek a mediated resolution. A request for mediation may not be unreasonably refused.

7.3. If the corresponding dispute has not been resolved through mediation or otherwise, any party may seek a final and binding resolution by arbitration in accordance with the International Labour Arbitration and Conciliation Rules ("ILAC Rules")³.

7.4. For the avoidance of doubt, the dispute resolution procedure set out above shall not apply to disputes, which – directly or indirectly - relate to, affect, or involve any collective bargaining agreement and/or any other local agreement. Such disputes shall be settled in accordance with the dispute resolution procedures set out in the relevant collective bargaining agreements and/or local agreements.

7.5. UNI agrees that it will not take any public or legal action against or affecting ORPEA without a fair prior notice to ORPEA, leaving ORPEA a reasonable period of time to resolve the dispute before any such public or legal actions are taken against the company. UNI will honour the same commitment as regards to any dispute arising at national level, and UNI will encourage its affiliated unions to honour the same commitment towards ORPEA.

³ <https://tinyurl.com/2p8s4mef>



7 bis. Settlement of individual or collective disputes not directly related to the application of this agreement

It is agreed between ORPEA, UNI and its affiliates to establish a constructive dialogue in order to take into account the rights, interests and aspirations of employees and to prevent tensions or conflicts that may arise on a daily basis.

In this spirit, ORPEA and UNI are committed, respectively with their subsidiaries and affiliated unions, to promote dialogue and negotiations as a central element of good relations to be maintained, and as a method of resolving conflicts amicably. This can be supported by mediation, arbitration and other forms of out-of-court dispute resolution.

8. Resources

- 8.1. In order to guarantee the full and genuine implementation of this global agreement at a local level, ORPEA commits itself to contribute to unions' material, personnel and operating resources (material means for trade union representatives and organizers; working hours of union delegates; cost of premises and equipment). The details and maximum amounts of these resources will be negotiated within the first three months after the signing of the agreement. Thereafter, the Review Meetings will establish details on a yearly basis.
- 8.2. Furthermore, ORPEA commits to funding an annual meeting of trade unions and worker representatives across the whole company's operations to discuss how to continue to develop innovative labour relations and further the aims of this agreement. The details and maximum amounts of these resources will be negotiated within the first three months after the signing of the agreement. Thereafter, the Review Meetings will establish details on a yearly basis.

9. Implementation and procedures

- 9.1. ORPEA accepts responsibility for implementation of the agreement across the business and will ensure its managers and directors support the rights set out in this agreement and communicate them to employees. In the event that a line manager fails to comply with any of the provisions of this agreement, ORPEA's central management undertakes to intervene immediately to remind him or her the commitments to be respected and restore compliance.
- 9.2. The Parties will engage in regular, meaningful dialogue to support the development of a constructive working relationship and the achievement of their shared aims. To this end, formal Review Meetings will take place twice a year at which senior representatives of the

Parties will meet to discuss progress of the agreement. Extraordinary Review Meetings will be conducted as necessary to fulfil the commitments of this agreement.

- 9.3. The Parties are committed to defining targets for the number of employees covered by collective agreements by 2027, taking into account national legal and social conditions. This will be a stand-alone agenda item in the Review Meetings.
- 9.4. This agreement foresees the establishment of joint working groups to raise staff-resident ratio, tackle high levels of labour turnover in the company, promote quality care and address labour shortages in the care sector. From the date of signing, the above-mentioned committee will jointly develop and monitor a five-year plan on the issues of employee retention as well as career development.
- 9.5. The Parties will routinely include a discussion item relating to communications between UNI, its affiliates and the ORPEA Group on the agenda of review meetings.
- 9.6. The Parties jointly commit to publicise the agreement through the union membership and corporate structure respectively and stress that this agreement is to be supported in principle and in practice at all levels in both organisations. Such a process shall stress the requirement that all levels of both organizations fully respect the terms of the global agreement. In the event that either Party shows clear evidence of failure so to publicize this global agreement at any level both Parties commit themselves to ensure that remedial action is put speedily in place.
- 9.7. The Parties agree to feature transparent reporting of the outcomes of this global agreement. To this end, ORPEA will dedicate a section in its non-financial performance statement, which will be mutually agreed upon with UNI at the Review meeting.
- 9.8. The Corporate HR Department will maintain ongoing communications with UNI between the review meetings.
- 9.9. The Parties agree that this Global Agreement and all rights and responsibilities between ORPEA and UNI can be expanded to other global social partners if both signatories agree.

10. Status

- 10.1. This agreement shall become effective as from the date on which all the Parties sign it. It shall remain effective for 3 years. Upon expiration, it is renewable by tacit renewal for a further period of 3 years, but may be terminated by either signatory by giving notice of at least 6 months before the end of the 3 years period.
- 10.2. The Parties acknowledge and agree that this Agreement shall be construed, interpreted, and governed in accordance with the laws of France.

Signed in PARIS, April 8, 2022.

For ORPEA SA

For UNI GLOBAL UNION

M. Philippe CHARRIER

Group Chief Executive Officer

Ms Christy HOFFMAN

General Secretary

M. Bertrand DESRIAUX

Group HRD

Ms Alke BOESSIGER

Deputy General Secretary

APPENDIX

Listing of the countries where ORPEA operates (April 2022)

UK
Germany
Austria
Belgium
Brazil
Chile
China
Croatia
UAE
Spain
France
Ireland
Italy
Latvia
Luxembourg
Mexico
Netherlands
Poland
Portugal
Czech Republic
Slovenia
Switzerland
Uruguay