



**BWI**  
Building and Wood  
Workers' International  
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# INTERNATIONAL FRAMEWORK AGREEMENT

with BESIX Group



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## INTRODUCTION

This international framework agreement on *fair labor standards* (hereafter "the Agreement") signed between BESIX Group S.A. – also on behalf of all companies that BESIX Group S.A. is controlling in the sense of European regulations on control in company law – (hereafter "BESIX"), Building & Wood Workers' International (hereafter "BWI") and the European Works Council of BESIX Group S.A. (hereafter "EWC") has the sole purpose to promote and protect the well-being of all employees and workers employed by BESIX.

This Agreement illustrates the interest that BESIX has for *fair labor standards* of its employees and workers regardless of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race (including color, nationality, and ethnic or national origin), religion, political opinion or belief.

It furthermore illustrates the willingness of BESIX to work in open and transparent cooperation with BWI and its organizations promoting well-being, be it on a local or international front.

By signing this Agreement all parties demonstrate a commitment to respect and promote human rights as aimed in the Universal Declaration of Human Rights, the ILO declaration on Fundamental Principles and Rights at Work, the ILO Tripartite Declaration of Principles on Multinational Enterprises and Social Policy, the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights and ILO Conventions, including 29 and, 87, 98, 100, 105, 111, 135, 138, 155 and 182<sup>1</sup>.

Since March 2014, BESIX includes its commitments as to the human rights and well-being at work in its *Code of Conduct* after having also entered in April 2013 into its *Sustainable and Responsible Procurement Code of Conduct*.

<sup>1</sup> C29 on Forced Labour, C87 on Freedom of Association and Protection of the Right to organise convention, C98 on the Right to organise and to Collective Bargaining, C100 on Equal Remuneration, C105 on Abolition of Forced Labour, C111 on Discrimination (Employment and Occupation), C135 on Workers' Representatives, C138 on Minimum Age, C155 on Occupational Safety and Health and C182 on the Worst Forms of Child Labour



## IN GENERAL

As provided for and ruled in those *Codes of Conduct*,

1. The parties commit themselves to achieving continuous improvements within the areas of working conditions, health and safety standards at the workplace and positive democratic Industrial relations and fair collective bargaining procedures with representative trade unions.
2. BESIX will follow applicable local legislation & international labor standards on social security, work-related well-being, safety and workplace organization as a minimum requirement and requests and promotes the application of these requirements by all its own subcontractors and suppliers in the country of assignment.
3. BESIX will ensure correct payment of salaries for all its employees and workers based on the legal requirements under the payment conditions required by local and national legislation, as well as applicable collective bargaining agreements, and will require the same of all its suppliers and subcontractors in all its orders to them.

BESIX will accordingly pay for its own employees and workers any tax, social security and pension contributions and indemnity as required by laws and regulations to ensure legal compliance.

BESIX acknowledges that all its own employees and workers should receive a written contract of employment.

By signing this Agreement, BESIX in no way diminishes the rights and obligations already agreed upon under local collective bargaining agreement or any other legal requirement.

4. The parties engage themselves in a positive and confidential review of the BESIX efforts and actions in light of governmental, press and other non-governmental actions and subscribe the positive climate in which this Agreement has been reached.



## IN DETAIL

As provided for and ruled in its aforesaid *Code of Conduct* of March 2014, BESIX commits to continuously contribute, through local effective and fair actions and behavior, to the improvement of the *fair labor standards* in each country where it operates as to:

### 1. in relation to respect for freedom of association and the right to collective bargaining:

- the right of all workers to freedom of association, organising and collective bargaining as guaranteed by ILO Conventions 87 and 98, under the form and model allowed by the country of employment;
- relationships contemplated by this agreement and dialogue based upon a foundation of mutual respect;
- workers' representatives not be subjected to any discrimination and having access to all necessary workplaces in order to carry out their duties as representatives (ILO Convention 135 and Recommendation 143);
- positive attitude to trade union activities, including union access to workers in the organizing process, also in the event that BWI affiliate requests union recognition in consideration of applicable local legislation;
- local agreements and procedures with the selected representatives;
- open debate with the representatives of the BWI with regards to collective representation with a view on continuous improvement;

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**2. in relation to free choice of employment:**

- disallowing any form of forced labor, in whatever form or manner, including financial, organizational or structural forcing;
- free access by workers to all Identification documents and valuable objects needed to allow free movement, including exit visa for as long no legal rules prohibit this in case of governmental or judicial actions. (ILO Conventions 29 and 105);

**3. in relation to non-discrimination at work:**

- ensuring fair and equal treatment and well-being of employees and workers regardless of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race (including color, nationality, and ethnic or national origin), religion, political opinion, or belief, in line with the job requirements and competences of the employees and workers;
- ensuring that employees and workers –including migrant and seconded- are paid following the market conditions applicable in the area of work and at least at the minimal requirements provided by law;
- workers' payment in line with the work performed. (ILO Conventions 100 and 111);

**4. in relation to migrant workers' protection (in conformity with ILO Conventions 97 and 143):**

- promoting the human and labor rights of migrant workers employed;
- setting up policies and procedures to ensure that migrant workers employed are recruited under the principle of free of debt and disengaging from any recruitment agency or outsourcing company that doesn't provide the necessary proof of non-discrimination and non-debt recruitment practices;
- preventing migrant workers to be liable for the recruitment fee, transport and visa procedure, or any relevant other costs for the procedure of recruitment in its country of origin;
- all employment-related documents for migrant workers' employed, including right to legal or company benefits, to be issued either in a language they understand, or translated to them in writing or interpreted verbally in case this is prohibited by local legislation;
- migrant workers employed receiving access to these documents whenever they want or require them;
- putting in place the necessary procedures and audits to review the accommodation facilities of workers in the employer's premises or premises rented and setting up in orders to subcontractors, audit and control procedures of their accommodation facilities, engaging in case of detected non-conformity of the premises versus local legislation and international accepted standards, that the necessary mediation actions



are undertaken within reasonable acceptable delays and, in case those detected non-conformities persist, ending any contract with accommodation facilities providers, sub-contractor and informing local legislator of the case at hand for subsequent protectionary measures and legal follow-up;

**5. in relation to child labor:**

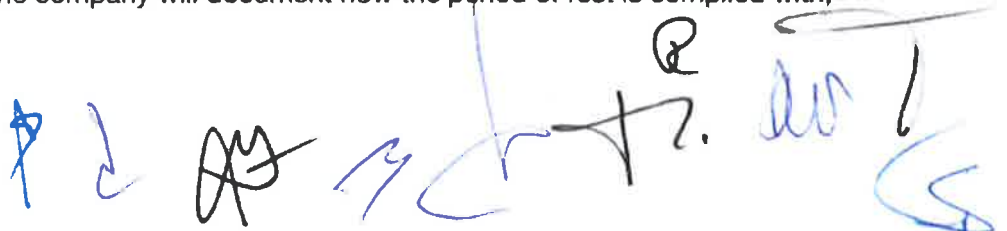
- child labor not allowed, whereby on projects and offices and depending on local legislation and cultural acceptance, no employment is allowed of workers below 16 years old and never before the end of their mandatory schooling period in the country of origin and assignment in accordance to the guidelines as defined by the (ILO Convention 138);
- preventing children under the age of 18 to perform work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children (ILO Convention 182);

**6. in relation to fair remuneration:**

- workers' wages and benefits complying with applicable national legislation and collective agreements, with the objective of catering for the workers' fundamental needs of a decent life in the social context where they live and work regardless of employment status, nationality or immigration status;
- potential wage deductions to be explained and agreed by the worker concerned at contract signature, unless otherwise stated in national law or collective agreements, based on explained procedures and accompanied by the necessary supporting documents allowing the employee or the worker to understand the extent of and reason for the deduction, *in a language the worker can understand*, whereby these should not be changed other than by written consent of the individual worker or by collective agreement;
- employee or worker' access to a process of intervention and mediation in case he does not agree on the received salary;
- clear information about wage conditions, as well as specific information regarding every payment period (ILO Conventions 131, 95 and 94);

**7. in relation to hours of work and rest periods:**

- hours of work that comply with appropriate national legislation, national agreements and industry standards but in no circumstances should be unreasonable, no excessive overtime, whereby no overtime shall be demanded by the company on a regular basis and any overtime shall always be remunerated according to legal requirements and market conditions, and a minimum of a one-day weekly rest period, except under special working regimes and periods of extreme crisis, for which the company will document how the period of rest is complied with;



**8. in relation to fair labor standards and workers' health and safety:**

- all measures to uphold and respect the well-being at work being taken on every site and work environment, with a continuous objective to improve the well-being at work for those of subcontractors;
- every employee or worker receiving the necessary health and safety protection gear for the work that its dedicated to him and for as long needed, at no cost to the worker, whereby the necessary procedures and measures are put in place to maintain and where needed to replace the protective gear in case of not fulfilling the required standards;
- promotion of a safe and healthy working environment and best occupational health and safety practice to prevent injuries and ill health in compliance with ILO Conventions 155 and 167, and the ILO Guidelines for Occupational Health Management Systems;
- training to all workers at no cost on occupational hazards and their prevention, whereby workplace health and safety committees shall be established under the rules of local legislation;
- for the suppliers, contractors and sub-contractors, providing a site-specific health and safety plan and appointing a competent person to manage health and safety and to take part in safety meetings;
- organization of sites in such manner that all basic welfare elements are available, including an adequate supply of wholesome drinking water, sanitary and washing facilities, facilities for changing and for storage and drying of clothing, accommodation for taking meals and sufficient shelter for climate conditions and canteen facilities;

**9. in relation to development:**

- necessary training programs to ensure that employees and workers can fulfil their tasks in qualitative and secure manner;
- access of employees and workers to training programs to allow them to increase their competences and knowledge of new technologies and equipment;
- regular information to employees and workers on how to avoid climate related diseases, i.e. heat stroke, sun burn or other relevant diseases in the country of assignment such as malaria, yellow fever, HIV aids;

**10. in relation to service providers, suppliers and subcontractors:**

- safeguarding and taking ownership to ensure that all direct suppliers and contractors operate within the principles set forth in this Agreement regardless of the countries where they operate, which shall contribute to the overall goal of positive impact on people and the environment.

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## AGREEMENT CONDITIONS

Any modification or amendment to this Agreement needs to be approved by all parties before application.

Any interpretation of this Agreement is only valid if approved by all parties involved. Any interpretation can be covered by mutually signed explanatory notes added to this Agreement.

## COMMUNICATION AND APPLICATION OF AGREEMENT

BESIX ensures that all aforesaid controlled companies receive a copy of the signed Agreement in the appropriate language.

BESIX ensures also that every employee consultation body among those companies will receive a copy of this Agreement.

## IMPLEMENTATION, MONITORING AND REPORTING

A reference group shall be set up, composed of at least the BESIX Group HR Director and the BESIX Group CSR Officer as well as one representative of each concerned BWI affiliated union(s) in Belgium, and of one representative of the EWC, and a BWI coordinator. It will meet once a year, or when necessary, to evaluate reports on compliance and to review the implementation of the Agreement. If needed, technical experts can and will be invited by the members of the reference group.

The reference group's role will be:

- To discuss and update on the latest development, policy, and structural changes, and other areas which will impact the working conditions of BESIX employees and workers;
- To keep an ongoing dialogue on labor relations within BESIX.

The reference group can conduct one monitoring visit of one project site of BESIX to assess the situation on the ground in the implementation of the principles of this Agreement. The cost of the monitoring visit should be negotiated by the Parties.

All signatory parties recognize that effective local monitoring of this Agreement must involve the local management, the workers and their potential representatives, health and safety representatives and potential acknowledge local trade unions.

To enable local and national union representatives of BWI affiliated unions to play a role in the monitoring process, they will be given adequate time for training and involvement in the monitoring process, with sufficient prior warning and at no cost to BESIX.

Once BESIX Group is informed and provides consent, it will ensure that they are provided with information, access to workers, and rights of inspection necessary to effectively monitor compliance with this Agreement.

The BWI will communicate on the Agreement to concerned non-governmental and governmental bodies to underline the positive spirit in which the signing parties have signed the Agreement.

BESIX ensures that BWI and EWC will have access to all reports, activities, and follow-up of this Agreement. In this regard, the progress of this Agreement will become a recurring agenda item in all EWC plenary meetings for the areas covered by the EWC Agreement.

BESIX Group shall make the necessary resources available for the implementation of the Agreement.

A joint report will be made available to the public after each meeting of the reference group. There will be at least one joint report made available to the public after the annual ordinary meeting of the reference group.

One joint report (or a joint summary of it) shall be incorporated into BESIX Group's bi-annual CSR report.

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## ISSUES RESOLUTION

The signing parties understand that the Agreement is an aspiration of continuous improvement.

In issues at the European level, the parties recognize the existing EWC structure.

In issues at global level, an open line communication will be established between BWI General Secretary and the BESIX Group Chief Human Resources Director and the BESIX Group Corporate Social Responsibility Officer to ensure clear and full understanding of each incident or issue.

BESIX Group will inform every aforesaid controlled company on the procedure how to formulate a complaint by any employee, worker or relevant organism, which, as matter of principle, will occur as provided for in the BESIX Group *Code of Conduct*.

Any complaint needs to be addressed and handled by the local management of BESIX.

If local management cannot solve the problem, then it goes to the national level, involving national trade union(s) and the BESIX country management if any.

In case the complaint cannot be handled at the company, local or national level, the complaint will be communicated to the BESIX Group Chief Human Resources Director and the BESIX Group Corporate Social Responsibility Officer.

If the issue remains unresolved, it will be referred to the reference group, for discussion at the next scheduled meeting, or before depending on the urgency of the incident.

If the issue remains unresolved, the parties may jointly decide to involve a third-party facilitator. This facilitator will be chosen jointly by all the members of the reference group. The facilitation expenses will be covered by all signing parties.

## DURATION

The Agreement upon signing by all parties will be indefinite unless either party notifies the other that it wishes to terminate or modify the Agreement upon sixty (60) days advanced written notice.

Signed in Brussels, Belgium on 14<sup>th</sup> of December 2017

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BESIX Group

**Geert Aelbrecht**  
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**Amber Yuson**  
General Secretary, BWI

**Guy Winandy**  
Chair, EWC of BESIX Group

Witnessed by:

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**Gianni De Vlamincx**  
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