

**Framework agreement  
concerning the conditions applicable to companies located in the Swiss sector and in the  
shared sector of Basel-Mulhouse airport  
("Accord de méthode").**

The signatories to the present agreement,

- having regard to the Franco-Swiss international treaty of 4 July 1949 on the construction and operation of the Basel-Mulhouse airport in Blotzheim (referred to below as "1949 Treaty");
- in view of the binational character of the Basel-Mulhouse airport (referred to below as "airport");
- recognizing that the airport contributes greatly to the economic dynamism of this border region encompassing Alsace, northwestern Switzerland and southwestern Baden-Württemberg, and that it acts as an engine for the development of the whole region;
- recognizing that the economic viability of the Basel-Mulhouse airport platform greatly depends on the commitment and investment of companies in the Swiss sector and the shared sector (referred to below as "companies");
- desiring to retain the business activities of the companies and high-quality jobs;
- view of the potential for economic development at the airport;
- in the conviction that the retention of jobs and the dynamic development of this potential largely depends on stable and beneficial general conditions and appropriate security for companies;
- desiring to continue to provide comprehensive protection for the companies' employees;
- having regard to the bilateral agreement on social security of 5 June 2003 in application of EEC regulation 1408/71 on the harmonization of social security systems;
- considering that airlines are subject to the provisions of international labour law and consequently are not affected by the present agreement;
- in view of the proximity and the close links of the companies with Switzerland;
- considering that the practice of the companies has been based on Swiss labour law since the airport was opened and that stringent conditions apply for the protection of employees' health and safety;
- considering that the conditions of employment in the companies are generally on a par with those under French labour law;
- considering that this equivalency is based on the comprehensive protection which arises from the practices of the companies and the high rates of pay;
- considering that this equivalency is also based on the fact that the agreed rates of pay include a severance payment by way of mandatory compensation in the event of termination of employment if the contract does not provide for any specific compensation for this;
- considering that this equivalency is ultimately based on the endeavours of the companies to prevent dismissals for economic reasons, to minimize the number of redundancies, and wherever possible to redeploy those made redundant;
- in view of the agreement of the affected companies and their employees or employees' representatives, as witnessed by their signature at the end of the present agreement;

hereby agree the following:

## **Article 1 – Scope of negotiation**

In all companies to which the present agreement applies, the employer and the employees' representatives, or the employer and the employee respectively (referred to below as "contracting parties") will negotiate an agreement or a contract which conforms to the practice of the companies in terms of the scope and modalities as specified in Articles 2 and 3 of the present agreement.

## **Article 2 – Working hours**

The contracting parties will agree working hours.

The contracting parties may decide to vary working hours over a longer period of time in order to take account of fluctuations in the effective activity levels of the company.

The contracting parties will ensure that in the practice of the companies and in the employment contracts, the working hours agreed between the parties are recompensed by the pay, including supplements for overtime working, and on the basis of the contractual minimum wage stipulated by French legislation.

The contracting parties will also specify the maximum number of overtime hours permitted annually, and will ensure that companies' practices with respect to the effective maximum number of working hours complies with European Union law. The contracting parties may avail themselves of the exceptions provided for in European legislation.

## **Article 3 – Process for collective redundancies**

For collective redundancies as defined by European legislation, the contracting parties may specify a suitable process to be followed within the scope of the provisions below.

This process should include the following stages:

- consultation with employees' representatives or, if there are none, with the employees themselves about concrete measures that would enable redundancies and job cuts to be avoided;
- consultation with employees' representatives or, if there are none, with the employees themselves about the redeployment of those affected to another position;
- drawing up a social plan.

The following provisions must also be observed:

- the prohibition of improper notices of termination;
- explanation of the reasons for dismissal when requested by the employee;
- a severance payment for employees, if stipulated in the contract;
- individual notification of employees about their dismissal;
- adherence to time limits for making proposals for the individual employees affected.

Employees' representatives, or if none the employees themselves, and the relevant offices of the signatory states to the present agreement must be informed about the restructuring project and job cuts, taking the company's practice into account.

## **Article 4 – Resolution of individual conflicts**

The contracting parties agree to seek an amicable resolution to conflicts arising within the employment relationship. If it is not possible to reach an amicable agreement about a dispute, they will both take part in mediation provided by the signatory states to the present agreement.

### **Article 5 – Assistance from administrative agencies of the signatory states**

The administrative agencies of the signatory states to the present agreement will assist the contracting parties to negotiate a contract as set out in Article 1.

Oversight with respect to compliance with the provisions of labour law and workforce health and safety resides with the responsible agencies of the signatory states to the present agreement, taking the companies' practices into account.

### **Article 6 – Signatories of the agreement or of the contract**

The agreement or the contract within the meaning of Article 1 is valid if it is signed by the employer or its representative and by the employee or a representative recognized by the employee.

Signed in Basel / St. Louis on 22 March 2012.