

# **EFFAT - FoodServiceEurope**

## **Agreement on Corporate Social Responsibility (CSR) in the Contract Catering Sector**

### **1. INTRODUCTION**

The European Commission, in its Communication “A renewed EU strategy 2011-14 for Corporate Social Responsibility” of 25 October 2011, proposed to redefine CSR as “*the responsibility of enterprises for their impacts on society*”<sup>1</sup>. Such responsibility implies the respect for applicable legislation, and for collective agreements between social partners as a prerequisite. In addition, according to the Commission, “*to fully meet their corporate social responsibility, enterprises should have in place a process to integrate social, environmental, ethical, human rights and consumer concerns into their business operations and core strategy in close collaboration with their stakeholders*” - employees, consumers, customers, shareholders, suppliers, public authorities and, more generally, the community where the enterprise is located.

Corporate Social Responsibility implies the respect of existing legal requirements at all levels, i.e. at international (Declaration of Human Rights, the ILO Conventions, etc.), European, national, regional and local level, including binding collective agreements at the various levels of employer/employee relationships, and the will to go beyond these legal and contractual frameworks. CSR is not an alternative but a complement to laws and social dialogue, which can only prosper on the basis of those foundations.

Nevertheless, only competitive and profitable enterprises are able to make a long-term contribution to sustainable development by generating wealth and jobs without compromising the social and environmental needs of society.

For a number of years the European contract catering sector has given its support to a European social model through initiatives going beyond legal requirements. It is a social model in which the involvement of the employees and their representatives in the social dialogue at all levels is one of the major elements.

Because of the social character of the contract catering sector and the nature of its business, the social partners, EFFAT and FoodServiceEurope, have decided, in the framework of their social dialogue, to work in common on CSR, focusing on social aspects and employer/employee relationships.

Pursuing continuous social development and the respect of fundamental rights, EFFAT and FoodServiceEurope will implement exemplary and innovative initiatives aiming at the general improvement of working conditions in the sector. As CSR initiatives are more likely to have a sustainable impact if major stakeholders are involved, the planning, implementation and assessment

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<sup>1</sup> See Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions COM(2011) 681 of 25.10.2011

of CSR measures should be jointly undertaken by management, employee representatives and trade unions, according to national and/or local practices.

This agreement on CSR in the European contract catering sector intends to set voluntary minimum standards in a number of areas, such as fundamental rights, continuous training, health and safety, food safety and hygiene, relationship between social partners, equal opportunities and non-discrimination, working conditions and work organisation, fair pay, awarding of contracts in public procurement, restructuring, business relations and choice of suppliers.

Through the creation of this framework, EFFAT and FoodServiceEurope recognise that CSR is becoming increasingly important, and thus commit to pursue and demonstrate the overall sustainability of the contract catering sector. Contract catering companies are not only responsible for their products and services, but also for the conditions under which these are produced and delivered.

## **2. PRELIMINARY REMARKS**

The Members of FoodServiceEurope in the countries where FoodServiceEurope is represented comply with the existing national, European and international regulations, including those resulting from ILO Conventions. Beyond these minimum standards, the aim of this agreement is to open the way by identifying areas in which contract catering enterprises might consider to voluntarily undertake CSR initiatives. This agreement should be interpreted as an inspiration source and a basis for further discussion, and it shall encourage national contract catering associations and their enterprise members to undertake CSR initiatives.

FoodServiceEurope and EFFAT, the European social partners of the contract catering sector, will in the framework of their social dialogue collect and disseminate examples of good practices and help exchanges of experience between national social partners.

## **3. KEY AREAS FOR INTEGRATING CSR IN THE CONTRACT CATERING SECTOR**

As far as the relationship between employers and employees is concerned, CSR notably relates to fundamental rights at work, the quality of employment; health, safety and well being at work; training, information and, where applicable, consultation of workers; work-life balance; equal opportunities; eradication of all types of discrimination and integration of people with disabilities.

Social dialogue could be an adequate instrument for dealing with aspects of CSR related to those issues.

### **3.1 FUNDAMENTAL RIGHTS**

The Contract Catering sector complies with the principles and rights at work as defined by the ILO Conventions and in the UN Universal Declaration of Human Rights and the European legislation.

CSR frameworks are existing at international level. The principles and guidelines set out in the OECD Guidelines for Multinational Enterprises<sup>2</sup>, the United Nations Global Compact Principles<sup>3</sup>, the ISO 26000 Guidance Standard on Social Responsibility<sup>4</sup>, the ILO Tri-partite Declaration of Principles Concerning Multinational Enterprises and Social Policy<sup>5</sup>, and the United Nations Guiding Principles on

<sup>2</sup> <http://www.oecd.org/daf/inv/mne/>

<sup>3</sup> <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/>

<sup>4</sup> <http://www.iso.org/iso/home/standards/iso26000.htm>

<sup>5</sup> [http://www.ilo.org/empent/Publications/WCMS\\_094386/lang--en/index.htm](http://www.ilo.org/empent/Publications/WCMS_094386/lang--en/index.htm)

Business and Human Rights<sup>6</sup> provide guidance and authoritative documents which FoodServiceEurope and EFFAT recognize as such.

The 10 principles of the United Nations' Global Compact are also listed in Annex 2.

### **3.2 TRAINING**

EFFAT and FoodServiceEurope recognise that it is important to invest in the development of human resources, especially for a labour-intensive activity such as contract catering.

EFFAT (ECF-IUF at that time) and FoodServiceEurope (FERCO at that time) concluded on 13 October 1999 an "Agreement on vocational training in the European Contract Catering sector" (see Annex 3) which sets up a series of principles concerning vocational training activities. Contract catering companies implement those principles.

Contract catering companies are encouraged to apply the principles also on temporary staff and workers of sub-contracted companies, by granting the right to be informed on vacancies, by specific measures to encourage workers to take part in training.

### **3.3 HEALTH AND SAFETY**

FoodServiceEurope and EFFAT recognise the importance of health, safety and well being at work.

Enterprises of the sector will establish, in full respect of European and national legislation, policies ensuring health and safety for all employees, and seek to anticipate new hazards by promoting preventing measures. This includes measures against stress at the workplace.<sup>7</sup>

Specific training programmes and safety procedures, focusing on the specific hazards linked to the contract catering sector, should be developed in all enterprises. Employees and their representatives should be fully informed on such programmes and procedures, and consulted according to national and/or local practices.

### **3.4 FOOD SAFETY AND HYGIENE**

FoodServiceEurope and EFFAT signed on 17 April 2000 the "Joint Declaration in favour of higher food safety and hygiene standards and their proper implementation" (see Annex 4). Contract catering companies should follow the principles outlined in this declaration.

Particular attention will be paid to the proper communication of information on the expiry date of food products.

EFFAT and FoodServiceEurope published the "European Guide to Good Practice for Food Hygiene in the Contract Catering Sector" in May 2009 and launched the online tool "Food Hygiene Training for All" in October 2011<sup>8</sup>. EFFAT and FoodServiceEurope commit to disseminating and promoting these tools and to encourage their use as much as possible<sup>9</sup>.

### **3.5 RELATIONSHIP BETWEEN SOCIAL PARTNERS**

The European social partners of the contract catering sector, EFFAT and FoodServiceEurope, recognise the importance of a constructive social dialogue, based on the principles of cooperation

<sup>6</sup> [http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)

<sup>7</sup> See also ETUC-UNICE-CEEP-UEAPME Framework agreement on work-related stress from 8 October 2004 [http://ec.europa.eu/employment\\_social/dsw/public/actRetrieveText.do?id=10402](http://ec.europa.eu/employment_social/dsw/public/actRetrieveText.do?id=10402)

<sup>8</sup> EFFAT – FoodServiceEurope Online Training Tool [Food Hygiene Training for All](#)

<sup>9</sup> European Guide to Good Practice for Food Hygiene in the Contract Catering Sector. May 2009

and consensus, between employers, employers' associations, employees' representatives and trade unions at all levels that takes into consideration the specificities of the contract catering, for the development of the sector.

As such, the European social partners for the contract catering sector have jointly carried out a number of surveys and studies, e.g. on continuous training practices, on collective bargaining in the contract-catering sector, on the economically most advantageous offer in public procurement. In addition, they have signed several agreements and declarations, e.g. on vocational training, on VAT, on food safety and hygiene. EFFAT and FoodServiceEurope will continue to cooperate to address issues of importance in the future.

Contract catering enterprises will abide by European legislation, such as the Directive establishing a general framework for informing and consulting employees, and the Directive on the establishment of European Works Councils, and pursue to continuously enhance the cooperation between the social partners, as a well-functioning social dialogue is a competitive edge.

Specific efforts will continue to be made to reduce staff turnover and retain workers in a company.

In connection with the enlargement of the European Union, the social partners, FoodServiceEurope and EFFAT, express the wish to carry out, with the assistance and support of the public authorities, capacity building measures in the new Member States with a view to establish social partner structures and social dialogues for the sector in those countries.

### **3.6 EQUAL OPPORTUNITIES AND NON-DISCRIMINATION**

EFFAT and FoodServiceEurope encourage social partners at all levels to promote equal opportunities and to work against all types of discrimination, by fully abiding to European legislation on these items<sup>10</sup>, and by implementing innovative measures in the sector at the appropriate level.

The European contract catering sector commits to ensure the full integration of each employee in his or her working environment, regardless of his or her ethnic or national origin, colour, age, gender, disability, trade union or political affiliation, religion, sexual orientation or other distinguishing characteristics.

Enterprises should develop explicit policies against discrimination in hiring, salary, promotion, training or termination of contract. In general, the same regulations as laid down in law and/or collective agreements have to be applied to any worker at a given location.

### **3.7 WORKING CONDITIONS AND WORK ORGANISATION**

The contract catering sector fully respects European legislation on working conditions.

FoodServiceEurope and EFFAT condemn any form of illegal or undeclared work, and support any initiative aimed at eradicating this form of work in order to avoid unfair competition and social dumping.

The European social partners of the contract catering sector encourage catering companies to undertake corporate policies that promote a better work-life balance.

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<sup>10</sup> See e.g. Council Directive 76/207/EEC of 9 February 1976 on the implementation of the principle of equal treatment for men and women as regards access to employment, vocational training and promotion, and working conditions; Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin; Council Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)

### **3.8 FAIR PAY**

Enterprises should assure their employees a fair pay in proportion with their position in the company and the hours effectively worked.

The pay levels in the contract catering sector meet at least the minimum rates provided for by branch or industry collective agreements and/or legal provisions. When no agreement or pay scale exists, wages are enough to ensure that workers and their families have a decent standard of living as defined by the Universal Declaration of Human Rights and the ILO Tripartite Declaration.

In order to avoid any discrimination, the contract catering sector also recognizes the right for employees in similar conditions to receive equal pay for equal work (ILO Convention 100, EU Treaty 141, Directive 2000/78/EC).

### **3.9 AWARDING OF CONTRACTS IN PUBLIC PROCUREMENT**

Unfortunately, the reality in the sector is that the majority of catering contracts are still awarded to the company that submits the lowest bid. EFFAT and FoodServiceEurope consider this not to be in the interest of the parties concerned: neither the clients and their customers, nor the contract catering companies and their employees.

Choosing service providers on the basis of lowest price only induces contract catering companies to streamline their costs as much as possible, sometimes to the detriment of the quality of the meals and services provided, which may imperil food safety. It can also have an adverse effect on the jobs and working conditions of those in the sector and the viability of contract catering companies more generally.

EFFAT and FoodServiceEurope had jointly elaborated the “Guide to the economically most advantageous offer in contract catering” in 2007<sup>11</sup> which proposes a method for the awarding of catering contracts that can ensure the highest quality of service and the best working conditions for employees. The preamble of this document (see Annex 5) describes the philosophy of the guide. EFFAT and FoodServiceEurope continue to disseminate and promote their Guide and to encourage contractors to use it.

EFFAT and FoodServiceEurope acknowledge the publication of the European Commission’s “Buying Social - A Guide to Taking Account of Social Considerations in Public Procurement” in 2010<sup>12</sup>, but they deplore that the Guide does not strongly enough advocate for an abolition of the lowest price option and a consequent consideration of social criteria in the awarding of contracts.

EFFAT and FoodServiceEurope jointly strive for a modernised European legislation on Public Procurement which promotes a socially responsible procurement of goods and services.

### **3.10 RESTRUCTURING**

Since an open dialogue is a pre-requisite for a climate of mutual respect and confidence, employees and their representatives should be regularly kept aware of the situation of the enterprise as well as informed and consulted on planned restructuring measures in due time, in order to avoid, or at least limit, negative consequences of such changes on employment.

<sup>11</sup> <http://www.contract-catering-guide.org/en>

<sup>12</sup> <http://ec.europa.eu/social/main.jsp?langId=en&catId=89&newsId=978&furtherNews=yes>

The transfer of contracts is a special feature of the contract catering sector. The contract catering enterprises pursue the safeguarding of employees' rights in the event of transfers of catering contracts in respect of the relevant European legislation.<sup>13</sup>

### **3.11 BUSINESS RELATIONS AND CHOICE OF SUPPLIERS**

The European contract catering sector expects socially responsible practices from its suppliers, their CSR policy should be considered in the awarding of contracts. Suppliers are generally chosen on a professional business basis, but for major suppliers this also includes a consideration of their corporate social responsibility according to the provisions of this agreement. The contract catering sector will thus contribute to circulate the concept of CSR at a wider level.

The sector supports all European provisions aimed at counteracting fraud and corruption in the trade developed with different countries of the world and, in the general context of business ethics, undertakes to comply with the OECD guidelines for multinational companies.

### **3.12 FIGHT AGAINST OBESITY**

According to the World Health Organisation, obesity rates have reached epidemic proportions on a world scale making this disease one of the greatest public health challenges for the 21<sup>st</sup> century. The challenge faced requires the involvement over time of all stakeholders and of society as a whole, in order to invert this rising trend and reduce morbidity and mortality attributable to obesity.

FoodServiceEurope and EFFAT recognise the role that the contract catering sector can play and commit themselves to use the Social Dialogue as a platform to encourage their members to contribute to the promotion of a healthy diet and the prevention of a sedentary lifestyle.

### **3.13 NON-FINANCIAL DISCLOSURE**

EFFAT and FoodServiceEurope acknowledge the Commission's proposal for a Directive on Disclosure of Non-Financial and Diversity Information by Certain Large Companies and Groups<sup>14</sup> which intends to make CSR reporting mandatory for companies with more than 500 employees, a balance sheet total over 20 million Euros or a net turnover of over 40 million Euros. EFFAT and FoodServiceEurope look forward to constructive discussions on how this can contribute to improving work conditions and other aspects of corporate practise.

### **3.14 ENVIRONMENTAL PROTECTION / SUSTAINABILITY**

As part of their CSR approach, EFFAT and FoodServiceEurope also want to address the issue of environment. This could be looked at from several points of view, such as

- use and management of water
- use and management of energy
- management of solid, liquid and food waste

<sup>13</sup> See Council Directive 77/187/EEC of 14 February 1977 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses, and amending Directives 98/50/EEC and 2001/23/EC

<sup>14</sup> See Proposal for a Directive COM/2013/0207 of 16 April 2013 amending Council Directives 78/660/EEC and 83/349/EEC as regards disclosure of non-financial and diversity information by certain large companies and groups

In this spirit the two organisations have decided to address first and foremost the question of environmental good practice. Measures taken in contract catering enterprises in order to improve the environmental protection should also contribute whenever practicable to the improvement of the working environment.

#### **4. IMPLEMENTATION, MONITORING AND REVIEW OF THE DOCUMENT**

1. EFFAT and FoodServiceEurope ask their members to disseminate this agreement and engage in discussions at national level on the possibility of implementing the guidelines presented in this text.
2. To ensure a wide dissemination and good understanding of the agreement at national level, it will be translated into the different European languages by the national delegations. The French, English and German versions are the only authentic language versions.
3. EFFAT and FoodServiceEurope encourage their members to inform their European organisations about examples of good practices implemented by companies in the spirit of this agreement. Based on this information, EFFAT and FoodServiceEurope prepare an annual report showing the progress achieved
4. This report will be submitted for discussion to the plenary meeting of the European social dialogue in the contract catering sector and distributed to national associations of EFFAT and FoodServiceEurope.
5. On the basis of these annual reports, EFFAT and FoodServiceEurope will examine the opportunity of updating or enriching the present agreement to build up on these best practices”.

Brussels, 6 October 2014

For FoodServiceEurope

For EFFAT

Norbert HUMMEL  
President

Harald WIEDENHOFER  
General Secretary

#### **ANNEXES**

1. List of EFFAT and FoodServiceEurope member organisations
2. 10 Principles of the UN Global Compact
3. Agreement on vocational training in the European contract catering sector
4. Joint Declaration in favour of higher food safety and hygiene standards and their proper implementation
5. Preamble of the Guide to the ‘economically most advantageous’ offer in contract catering

**Annex 1: List of EFFAT and FoodServiceEurope member organisations**

<b>Country Pays Land</b>	<b>EFFAT</b>	<b>FoodServiceEurope</b>
<b>Austria</b>	VIDA	
<b>Belgium</b>	CSC Alimentation et Services (CCAS-CSC) Syndicat des travailleurs de l'alimentation, de l'hôtellerie et des services (CAHS-FGTB)	Union Belge du Catering (UBC)
<b>Croatia</b>	Sindikata Turizma i Usluga Hrvatske (STUH)	
<b>Cyprus</b>	Cyprus Hotel Employees Federation (OEXEKA-SEK)	
<b>Czech Republic</b>	Ceskomoravský Odborový Svaz Pohostinství Hotelu a Cestovního Ruchu (COSPHCR)	
<b>Denmark</b>	Fagligt Fælles Forbund - 3F HK Privat	
<b>Finland</b>	Palvelualojien pamattiliitto PAM ry (PAM)	
<b>France</b>	Fédération des Services CFDT (FdS-CFDT) Fédération générale des Travailleurs de l'Agriculture, de l'Alimentation, des Tabacs et des Services annexes - Force Ouvrière (FGTA-FO) Fédération CGT des Personnels du Commerce, de la Distribution et des Services (CGT Services) Fédération des Syndicats Commerce, Services et Force de Vente (CFTC-CSFV) Fédération nationale de l'hôtellerie, restauration, sports, loisirs et casino (CFE- CGC-INOVA)	Syndicat National de la Restauration Collective (SNRC)
<b>Germany</b>	Gewerkschaft Nahrung-Genuß-Gaststätten (NGG)	
<b>Greece</b>	Panellinia Omospondia Ergaton Epistismou kai Ypallelon Touristikou Epaggelmaton (POEEYTE)	
<b>Hungary</b>	Vendéglato és idegenforgalmi szakszervezet (VISZ)	Hungarian Tourism and Hospitality Employers' Association (VIMOSZ)
<b>Iceland</b>	Starfsgreinasamband Islands (SGS) Matvæla- og veitingafélag íslands (MATVIS)	
<b>Ireland</b>	Services Industrial Professional & Technical Union (SIPTU)	

<b>Italy</b>	Federazione Italiana dei Lavoratori Commercio, Turismo e Servizi (FILCAMS-CGIL) Federazione Italiana Sindacati Addetti Servizi Commerciali Affini e Turismo Agrigento (FISASCAT-CISL) Unione Italiana dei Lavoratori Turismo, Commercio e Servizi (UILTUCS-UIL)	Associazione Nazionale Aziende di Ristorazione Collettiva (ANGEM)
<b>Latvia</b>	Latvian Public Services Employees' Trade Union (LAKRS)	
<b>Luxembourg</b>	Onofhängege Gewerkschafts-Bond Lëtzebuerg (OGB-L) - Syndicat Alimentation et Hôtellerie	
<b>Malta</b>	General Workers' Union (GWU)	
<b>Netherlands</b>	Christelijk Nationaal Vakverbond (CNV) Bedrijvenbond Federatie Nederlandse Vakbeweging - Horecabond (FNV-HB)	Vereniging Nederlandse Catering Organisaties (VENECA)
<b>Norway</b>	Fellesforbundet Industri Energi (IE)	
<b>Poland</b>	Sekretariat Przemysłu Spożywczego NSZZ Solidarnosc	
<b>Portugal</b>		Associação da Hotelaria, Restauração e Similares de Portugal (AHRESP)
<b>Slovakia</b>	Odborový Zväz Pracovníkov Obchodu a Cestovného Ruchu (OZPOCR)	
<b>Slovenia</b>	Sindikat Delavcev Gostinstva in Turizma Slovenije (SGITS)	
<b>Spain</b>	Federación de Servicios para la Movilidad y el Consumo (SMC UGT) Federación de servicios (CCOO Servicios)	Federacion Espanola de Asociaciones Dedicadas a la Restauracion Social (FEADRS)
<b>Sweden</b>	Hotell-och Restaurang Facket (HRF) Svenska Kommunalarbetareförbundet	Swedish Hotel and Restaurant Association (Visita)
<b>Switzerland</b>	Le Syndicat du Secteur Tertiaire (UNIA)	
<b>Turkey</b>	Türkiye Otel, Lokanta (TOLEYIS)	
<b>United Kingdom</b>	GMB UNITE the Union Amalgamated Engineering & Electrical union (Amicus) Union of Shop, Distributive & Allied Workers (USDAW) The public service trade union (UNISON)	British Hospitality Association (BHA)

## Annex 2: 10 Principles of the UN Global Compact

### The Ten Principles of the UN Global Compact

The Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption enjoy universal consensus and are derived from:

- [The Universal Declaration of Human Rights](#)
- [The International Labour Organization's Declaration on Fundamental Principles and Rights at Work](#)
- [The Rio Declaration on Environment and Development](#)
- [The United Nations Convention Against Corruption](#)

The Global Compact asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, and anti-corruption:

#### Human Rights

- [Principle 1](#): Businesses should support and respect the protection of internationally proclaimed human rights; and
- [Principle 2](#): make sure that they are not complicit in human rights abuses.

#### Labour Standards

- [Principle 3](#): Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- [Principle 4](#): the elimination of all forms of forced and compulsory labour;
- [Principle 5](#): the effective abolition of child labour; and
- [Principle 6](#): the elimination of discrimination in respect of employment and occupation.

#### Environment

- [Principle 7](#): Businesses should support a precautionary approach to environmental challenges;
- [Principle 8](#): undertake initiatives to promote greater environmental responsibility; and
- [Principle 9](#): encourage the development and diffusion of environmentally friendly technologies

#### Anti-Corruption

- [Principle 10](#): Businesses should work against all forms of corruption, including extortion and bribery.

### **Annex 3 Agreement on vocational training in the European Contract Catering sector**

#### **AGREEMENT ON VOCATIONAL TRAINING IN THE EUROPEAN CONTRACT CATERING SECTOR**

concluded between ECF-IUF and FERCO

Technological developments lead to substantial changes in the contract catering sector. The introduction of new technology and restructuring improved the productivity and competitiveness of companies, but at the same time presented new challenges and requirements for job profiles and for the effectiveness of training programmes.

Adequate training and the attainment of appropriate professional skills by employees are among the most important prerequisites for an improvement in quality and services in contract catering, and thus in the competitiveness, in that sector.

Human resources development should be considered by companies as an investment, and as such, it should occupy a substantial part of their strategic and investment planning. The upgrading and development of employees, through training and through the attainment of professional skills, should be regarded as a priority and should be implemented as an ongoing process.

Employees should pay all necessary attention to training programmes and actively participate therein.

FERCO and the ECF-IUF agree on the advisability of developing joint initiatives at European level in the area of continuous vocational training.

They consider that vocational training activities must include the following principles:

1. Equal treatment must be guaranteed for men and women, for full-time and part-time employees and for all professional categories.
2. All training schemes should simultaneously satisfy two objectives:
  - the adaptation of skills to the development of technology, to the products used, to the services provided and to changes in the organisation of work and in the production process
  - the evolution in qualifications and career opportunities for employees
3. Both the enterprise and the employees or their representatives may propose initiatives on training and on the attainment of additional professional skills. It will be organised with respect to existing national sectoral agreements, regulation and culture.
4. Employees participating in training measures should not be discriminated against or endure any disadvantage, e.g. with regard to salary, guarantee of work place, expenses occurring for the training.
5. Growing demands as regards mobility and the special features of catering arising from the transfer of contracts make it important for the whole contract catering sector to strive for

the transferability and recognition outside the enterprise of the skills acquired through the training.

6. Continuous training of high quality should be conducted within companies. Social partners should at company level:
- produce a regular inventory of existing continuous training measures
  - identify training and skills needs
  - Jointly elaborate appropriate training programmes on the basis of the identified training and skills needs
  - evaluate the effectiveness of the measures taken

FERCO and the ECF-IUF consider that the European level is the appropriate level to examine periodically the evolution of training needs in catering, to exchange experiences, to initiate joint action and, where appropriate, to make joint recommendations.

In this spirit the two organisations have decided to address first and foremost the question of environmental good practice.

In the catering sector this could be looked at from several points of view:

- use and management of water
- use and management of energy
- management of solid, liquid and food waste.

Measures taken in contract catering enterprises in order to improve the environmental protection should also contribute whenever practicable to the improvement of the working environment.

Research into the experiences of enterprises will permit the drafting of recommendations on the content and the format of training schemes in this area.

Drawn up in Brussels on 13<sup>th</sup> October 1999

For FERCO

For ECF-IUF

Patrice Aubert  
President

Harald Wiedenhofer  
General Secretary

#### **Annex 4      Joint Declaration in favour of higher food safety and hygiene standards and their proper implementation**

**Joint declaration by FERCO and the ECF-IUF  
in favour of higher food safety and hygiene standards and their proper implementation**

FERCO, the European Federation of national associations representing contract catering companies, and the ECF-IUF, the European Federation of food, hotel, restaurant, café and catering trade unions, representing the workers in the contract catering sector, are particularly concerned about the worrying events that have recently shaken the agri-food world, and eroded confidence of consumers and by the development of new processes for producing, manufacturing and preserving foodstuffs, which generate increasing concerns of the consumers.

Contract catering companies and their staff have a duty to ensure to the best of their ability, that the food they serve to their customers is safe to eat. This responsibility is particularly important where meals are provided to the more vulnerable members of society such as children, the elderly and those who are ill.

Conscious of this responsibility, and anticipating in many cases the application of the EC Directive on the Hygiene of Foodstuffs (EC 93/43) contract catering companies have set up effective systems to ensure and check the quality and safety of their services on a daily basis. This initiative applies to all the services they provide, from close selection procedures for suppliers and reinforced controls on the quality and safety of supplies, to control of the food preparation process. This is put into practice through the implementation of HACCP procedures and the use of quality management systems, monitored and continuously improved on a regular basis.

To guarantee the healthiness and safety of the food provided, contract catering companies, have a statutory obligation to train all food handlers, including part-time and temporary workers, in food safety matters to a level commensurate with the risk associated with their tasks.

However, despite the investments which have been and are being made by contract catering companies towards meeting their obligations in full, the quality and safety of meals served by contract catering companies is also partially dependent on the quality and the safety of the products which they are supplied with.

Recent worrying events, such as the Bovine Spongiform Encephalopathy (BSE) or the dioxin crisis called into doubt certain practices within the agri-food world. Certain novel food processes as genetically modified organisms (GMO) and the increased incidence of the presence of dioxins, hormones or antibiotics in a number of products led to a serious loss of confidence in the quality and safety of the food chain, on the part of consumers.

This is why **FERCO and the ECF-IUF**, in the context of the contract catering sector's social dialogue, jointly declare that they:

- welcome the opportunity for stakeholders to discuss the proposals in the European Commission's White Paper on Food Safety;
- support initiatives to meet consumers' expectations as far as the quality and safety of food products is concerned;
- support the European and national institutions in their commitment towards higher food safety and hygiene standards and their effective implementation;
- encourage stricter controls within the framework of a reinforced legislation on waste treatment and re-cycling in the animal feeding chain;
- call for the proper implementation of safety standards and the improvement of control mechanisms to assess the efficiency of the application of Community legislation on food safety, hygiene, waste management and environmental protection;
- subscribe to the Consumers demands which calls for greater transparency, to meet their rights to information so that they may exercise their freedom of choice, and for greater traceability;
- support the use of the precautionary principle in the development of new technologies in the food chain. The long- term consequences of such initiatives must be taken into account, and every effort made to ensure that adequate safeguards are put in place to prevent any harm to human health and to the environment.
- urge all FERCO and ECF-IUF members to appeal to their national authorities and the European Institutions to commit themselves to this cause.

**FERCO and ECF-IUF** commit themselves to the following principles:

- Respect and implementation of high standards in food safety and hygiene requirements by all their members, employers and employees in the contract catering sector.
- Co-operation between the social partners for a constant improvement of food safety and hygiene standards in the practices at the workplace.
- Co-operation between the social partners for the constant improvement of the quality of the vocational and continuous training and of the qualification of those working in the industry, pursued in compliance with the principles laid down in the agreement on vocational training concluded by ECF-IUF and FERCO.

**FERCO and ECF-IUF** will jointly assess the implementation of these principles on a regular basis.

Signed in Brussels, on 17 April 2000

For FERCO

For ECF-IUF

Patrice Aubert  
President

Harald Wiedenhofer  
Secretary General

## **Annex 5 Preamble of the Guide to the 'economically most advantageous' offer in Contract Catering**

### **PREFACE**

The social partners in the Contract Catering sector, FERCO (European Federation of Contract Catering Organisations) and EFFAT (European Federation of Food, Agriculture and Tourism Trade Unions) note that a growing number of public bodies, or authorities, and private enterprises, are subcontracting their catering services to firms specialised in such services.

To choose the service provider, these entities resort to tendering procedures at local, regional, national and even European level, depending on the size of the contract.

At the moment, most such catering contracts are awarded to the company that submits the lowest bid. This predominance of the criterion of price can be partly explained by budgetary restrictions in the public sector and cost-cutting policies of private companies, as well as by a lack of instruments that could help these entities select the contract catering company offering the best quality/price ratio.

While fully aware of the budget constraints facing public and private operators, EFFAT and FERCO consider that the policy of awarding contracts to the lowest cost tenderer is not in the interests of the parties concerned, neither the client entities and their users, nor the contract catering companies and their employees.

In fact, choosing service providers on the basis of price results in damaging effects at every level. It generates increased competition between contract catering companies and induces them to streamline their costs as much as possible. This streamlining is sometimes to the detriment of the quality of the meals and services provided, which may imperil food safety. It can also have an adverse effect on the jobs and working conditions of those in the sector and the viability of contract catering companies more generally.

This preference for the lowest price can also have a negative impact on the image of the client entity, which can appear to be concerned only about the price and not about the quality of the meals. This is particularly true in the case of schools, hospitals and retirement homes, where a low quality service can have a significant impact in nutritional, health and educational terms.

FERCO and EFFAT consider that the priority given to price is also due to difficulties encountered by the entities in communicating their qualitative needs when drawing up invitations to tender, and to the absence of instruments for weighting, assessing and comparing offers, mindful not only of price but also of quality.

Given this, EFFAT and FERCO have decided, in the interests of the client entities and of their users, and also of the companies in the contract catering sector, to propose a method for awarding catering contracts that accounts for both quality and price.

To facilitate the practical implementation of this procedure, EFFAT and FERCO have drawn up a "guide to the economically most advantageous offer". The guide, available in most of the European Union languages, is intended for distribution in Member States.

FERCO and EFFAT would like to make available the tools needed to award a contract on the basis of the best quality/price ratio and hence to promote in Europe the principle of the “economically most advantageous offer” which, it should be pointed out, is supported by European legislation and the case law of the European Court of Justice.

In the view of FERCO and EFFAT, the choice, by both public and private bodies, of the economically most advantageous offer will provide real added-value and have positive implications for all parties involved.

This approach will lead to:

- more transparent processes for awarding contracts
- a better analysis of the needs of the purchasing entities
- a response that is more in line with the expectations of the entities and of their users
- higher levels of quality, hygiene and food safety
- guarantees in terms of jobs, working conditions and training for those working in the contract catering sector.

The guide has been produced thanks to the collaboration between EFFAT and FERCO in the context of their European social dialogue, and to the financial support of the European Union. We must also express special thanks to the European Commission’s Employment and Social Affairs Directorate General for its support for this project, as well as the steering group and national associations of experts who contributed their time and efforts to complete this work.