

(version on 01.09.2019)

## JOINT AGREEMENTS

on the working conditions of riders hired by UCI Professional Continental Teams and UCI WorldTeams for the year of registration 2018 and thereafter.

Signatories:

- Cyclistes Professionnels Associés [Associated Professional Riders], hereinafter referred to as CPA,
- Association Internationale des Groupes Cyclistes Professionnels [International Association of Professional Cycling Groups], hereinafter referred to as AIGCP,

*(text modified on 01.01.13)*

### Chapter I: GENERAL PROVISIONS

#### SCOPE

##### **Art. 1**

This agreement establishes the standards governing the working conditions of riders employed by a team registered or intending to register with the International Cycling Union (known by the French acronym UCI) as a UCI WorldTeam or a UCI Professional Continental Team under Chapter XV or XVI of Part II of the UCI Cycling Regulations.

It shall be binding for each team in its capacity as employer, in the person of its paying agent (hereinafter referred to as the team), and each rider employed by the team (hereinafter referred to as the rider).

It shall not apply to riders employed by a team but who do not participate in international road races. However, a single participation by such a rider in an international road race during the year of registration shall suffice to make this agreement applicable to him during the whole year.

The stipulations of this agreement shall be added to those of the UCI regulations. In the event of inconsistency, the UCI regulations shall apply.

##### **Art. 2**

This agreement shall apply for the year of registration 2018 and the following, without prejudice to Article 10.

The signatories undertake to renegotiate in good faith for the subsequent years, or if no changes are requested, to extend this agreement at its expiry for a further period to be defined.

*(text modified on 01.01.13)*

#### COMPULSORY FORCE

##### **Art. 3**

Any derogation from the provisions of this agreement to the detriment of the rider shall be null and void. Any and all advantages or agreements that can favour the rider beyond the provisions of the

present agreement shall remain valid.

## **DISPUTES**

### **Art. 4**

Any and all disputes between the signatories about this agreement shall, at the request of one of the parties, be submitted to the Arbitral Board of the UCI following the procedures provided for in articles **12.7.008** and following of the cycling sport Regulations of the UCI.

A dispute between a team and a rider over their work relationship shall be submitted to the Arbitral Board of the UCI or to the authority specifically designated by the competence clause provided in the contract, provided it is compliant with the UCI regulations. Insofar as the measure or the solution of the dispute depends on the interpretation of this agreement, the different authority to which the dispute is submitted may in any case request an imperative opinion from the Arbitral Board of the UCI.

Under no circumstances may the contract contain a jurisdiction clause regarding disputes between a rider and a team which would designate a tribunal other than the civil court where the rider resides, the arbitral tribunal of the rider's federation, the Arbitral Board of the UCI or the CAS.

*(text modified on 01.01.10; 01.01.13; 1.09.19).*

### **Art. 4 bis**

In any case, either party may, regardless of an eventual consent from the other party(ies) involved in a dispute over their work relationship, preliminarily contact a designated mediator registered on a public list of mediators agreed by the CPA and the AIGCP. The selected mediator, within 90 days from receipt of the mediation request, will submit a mediation proposal to the parties. The parties shall maintain full discretion as to whether they accept the mediation proposal and, if so, the mediation agreement shall have the effect of a binding contract between the parties. The mediator may at any time close the mediation proceedings and give formal authorisation to the parties to start ordinary proceedings in compliance with their contractual agreement, without prejudice to a party's right to do so at an earlier stage as the case may be according to the legislation applicable to the contractual relationship.

In any case, the mediator shall draw up a summary of the mediation proceedings, including the arguments put forward by the parties, either in the mediation proposal or the termination order, as the case may be.

The consultation before the mediator shall be free for the parties and all related costs shall be borne by the CPA and the AIGCP.

*(article introduced on 01.01.18)*

## **Chapter II: WORKING CONDITIONS**

### **HIRING**

### **Art. 5**

Hiring shall take place by means of an individual contract concluded by and between the rider and the team.

The contract shall be drawn up in writing by means of a form corresponding to the sample contract agreed by and between the signatories and approved by the UCI as an insertion in its regulations as a standard contract.

Contracts shall be drawn up in at least 3 copies:

- 1 for the team;
- 1 for the rider;
- 1 for the auditor approved by the UCI.

The contract shall be typed. Each page shall be numbered and shall indicate the total number of pages in the contract. The rider and the paying agent shall sign each page of the contract.

Clauses of the contract on a page which has not been signed by the rider may not be invoked against him; the rider may take advantage of them.

### **TERM AND END OF THE CONTRACT**

#### **Art. 6**

Contract shall be for a specified period ending on 31 December.

It follows that in terms of the nature of the contract, it can never be interpreted as permanent or of an indefinite duration.

Contracts coming into force before 1 July of the registration year shall be valid at least until 31 December of the same year. For a new professional, the contract shall be valid until at least 31 December of the following registration year.

Contracts coming into force after 30 June shall be valid at least until 31 December of the following registration year and, in the case of a new professional, until 31 December of the year after that.

*(text modified on 01.01.18)*

#### **Art. 7**

1. The status of new professional is given to any rider who joins a UCI WorldTeam or UCI Professional Continental Team for the first time no later than during his twenty-fifth year.

For the application of this article the date of joining shall be the date on which the rider's contract comes into force.

The age of the rider is determined by the difference between the year of his hiring and the year of his birth.

2. The status of new professional ends:
  - a. If the contract comes into force before 1 July: on 31 December of the subsequent registration year;
  - b. If the contract comes into force after 30 June: on 31 December of the second subsequent registration year.

During this period the rider shall retain the status of new professional even if:

- a. The rider reaches the age of 26 during this period;
- b. The contract is terminated early and the rider changes team.

3. If, at the time that the new professional's contract comes into force, the remaining term of the contract between the paying agent and the principle partner or contracts between the paying agent and the two principal partners is less than the duration of the contract as determined under the first paragraph of point 2 above but equal to at least one year, the duration of the new professional's contract may be limited to the remaining duration of the contract with the principal partner or the longer of the contracts with the two principal partners.

If, on expiry of the contract between the paying agent and the principle partner or the contracts between the paying agent and the two principle partners, the team continues its activities or the paying agent continues its activities in another team, he must reemploy the rider at that rider's request for at least one year and under conditions which may not be less favourable to the rider.

*(text modified on 01.01.13)*

**Art. 8**

The contract of employment shall not provide a trial period.

**Art. 9**

Before 30 September prior to the end of the contract, if the contract has not already been renewed, each party shall inform the other in writing of their intentions as regards any renewal of the contract. A copy of this document shall be sent to CPA.

*(text modified on 01.10.09)*

## **TERMINATION OF CONTRACTS**

**Art. 9 bis**

The Employer may terminate the present contract, without notice or liability for damages, in the event of serious misconduct on the part of the Rider or of suspension of the Rider under the terms of the UCI regulations for the remaining duration of the present contract. In case the suspension imposed on the rider is subsequently cancelled or rescinded according to a final and binding decision, the Rider will be entitled to compensation corresponding to the remuneration due to him by the Team from the date of termination until the natural expiry date of the contract.

*(article introduced on 01.01.18)*

## REMUNERATION, BONUSES AND PRIZES

### Art. 10

The rider shall be entitled to a fixed remuneration, the annual minimum gross amount of which shall be fixed as follows:

	UCI Professional Continental Teams		UCI WorldTeams	
	Neo-professionals	Other	Neo-professionals	Other
	<b>Employed</b>			
2018	25'806 €	30'855 €	30'839 €	38'115 €
2019	26'322 €	31'472 €	31'609 €	39'068 €
2020	26'849 €	32'102 €	32'400 €	40'045 €
<b>164%</b>	<b>Self-employed (as per 2.15.115 bis &amp; 2.16.036 bis)</b>			
2018	42'322 €	50'602 €	50'575 €	62'509 €
2019	43'168 €	51'614 €	51'840 €	64'071 €
2020	44'032 €	52'647 €	53'136 €	65'673 €

The remuneration for the following years will be negotiated by the parties and will be subject to an amendment to this agreement. In the event that no agreement can be found, the amounts of 2020 will remain in force.

In particular situations and in the interest of the development of cycling, the Professional Cycling Council may decide exemptions on the joint proposal of the signatories of this agreement.

*(text modified on 15.6.08; 01.07.09; 01.01.13; 01.01.18)*

### Art. 11

The fixed remuneration shall be paid in cash, in the currency stipulated in the contract.

The payment must be made by transfer on the rider's bank account as indicated in the contract. Only the proof of the execution of the bank transfer shall be accepted as proof of payment.

The fixed remuneration shall be paid to the rider in equal monthly payments, remitted at the latest by the fifth day of the next month.

In the event of late payment of his remuneration or any benefit due, the rider has the automatic right without any formality, to increases and interest of 5% per year.

*(text modified on 01.10.09; 01.01.18).*

### Art. 12

The team and the rider may agree, in addition to the fixed salary, the payment of bonuses and other benefits that depend on the rider's individual results and performance or the results and performance of the team.

**Art. 13**

The prizes are the sums of money remitted by the organisers of cycling races. The prizes shall be remitted by the organisers to the national federation of the country of the race or to a collecting organisation appointed by this national federation and approved by the Professional Cycling Council.

*(text modified on 01.01.13)*

**Art. 14**

All bonuses, compensation, prizes or other benefits in cash or in kind shall be over and above the fixed salary and shall not be imputed on said salary nor taken into consideration for its calculation.

**Art. 15**

A detailed pay slip shall be remitted to the rider at the time of each payment.

**Art. 15bis**

The team is obligated to settle all travel expenses incurred by the rider in the course of his work activity. These expenses include, at the very least, train or flight tickets, as well as costs for parking, taxi and car fuel.

*(text modified on 01.01.13)*

### CONDITIONS OF WORK AND OF REST

**Art. 16**

The annual number of competition days and their planning are the team's responsibility, taking into account the UCI regulations.

The planning must take into account the recovery periods needed for the rider to enjoy the necessary rest for his physical balance.

The team must send the rider an annual certificate which confirms the number of competition days the rider has taken part in during the season. If this number is thirty or more, it suffices to certify that the rider has taken part in a minimum of thirty competition days.

*(text modified on 01.01.13)*

**Art. 17**

The rider shall be entitled to minimum of 35 vacation days per year.

The holiday periods shall be taken, in agreement with the teams, depending on the competitions and the training sessions.

Under no circumstances shall the holiday period be substituted by economic compensation.

**Art. 18**

Once a year, the rider has the duty to attend the annual general meeting and the meetings convened by the CPA and its member organisations. The team shall exercise no pressure or constraint on the rider to dissuade him from attending.

These meetings shall under no circumstances interfere with the sporting activity of the rider.

*(text modified on 01.01.13)*

**Art. 19**

The rider shall be entitled to continue and to improve his cultural education. The team shall not object to the continuation of studies, provided they do not interfere with the sporting activity scheduled in the planning.

**Art. 20**

The team and the rider shall take all the necessary measures to avoid, under any and all circumstances, risks for rider's health according to the UCI regulations.

**COMPENSATION OF SALARY, INSURANCE  
AND SOCIAL BENEFITS**

**Art. 21**

A rider prevented temporarily from carrying out his activity for no fault of his own, owing to illness, injury or accident, shall be entitled to his full (100%) remuneration during a period of 3 months and 50% of his remuneration during another period of three months without the amount to be paid being less than the minimum salary stipulated in article 10.

This entitlement shall come to an end at the end of his disablement or of the contract. It is renewed for a fresh disability having another cause than the previous one.

The entitlement to the salary shall be borne by the team, after deduction of insurance benefits for loss of income to which the rider may be entitled for this risk. Where applicable, the rider shall do everything necessary with a view to recourse against responsible third parties.

Industrial disablement shall be duly established. The team may require the rider to undergo a physical examination administered either by a doctor designated by mutual agreement or by a medical officer accredited according to the applicable social security system or, in the absence thereof, a doctor designated by the president of the UCI Medical Commission at the request of the first party to take action.

*(text modified on 01.01.13)*

**Art. 22**

1. The team shall make sure that the rider is protected by social insurance.
2. The team shall make sure that it is in compliance with social security legislation applicable to it in its capacity as an employer, so that the rider will be entitled to the benefits granted by law to full-time workers.
3. In the case where the rider is not covered by the legal social security system, the team must take out, at its expense, the following insurance cover:
  1. an insurance policy covering the costs of health care (doctor, medicines, etc.) for the rider, for a sum of € 100'000 per year and per rider.
  2. an insurance policy providing for the payment of a pension, annuity or capital at the earliest possible date after his career as a professional rider ceases, whose premium shall represent at least 12% of the gross annual salary, limited to three times the minimum amount provided for

in article 10.

If, in these cases, the insurance policy is of a type that must be taken out by the rider himself, the team will make sure that the rider contracts this insurance, and will pay the premiums.

4. The Team shall pay half the contributions of the insurance referred to under three hereabove:
  1. if the rider has been able to join, for example under an optional insurance scheme, a legal social security scheme other than the scheme under which the team is subject
  2. if the rider's affiliation to such other legal social security scheme is mandatory.
5. The team must provide proof of the cover referred to in this article by producing the necessary certificates in the file required for the audit referred to in articles 2.15.068a and 2.16.014 of the Regulations.

*(text modified on 01.01.13)*

#### **Art. 23**

Independently from the benefits referred to in Article 22, the team must take out, at its expense:

1. Life insurance, by virtue of which a sum of € 100'000 will be paid to the beneficiaries named by the rider in the policy.

Risks relating to sports or sports activities that are not connected to the preparation, maintenance or recovery of the rider's physical condition, such as: aerial sports, mechanical sports (involving a motor vehicle, whether or not ground-based), ice sports, contact sports, potholing, rafting, rock-climbing, deep-sea diving, as a participant, instructor, official or in any function other than that of spectator can be excluded from the cover.

2. Insurance cover by virtue of which a sum of up to € 250'000 will be paid to the rider in the case of total and permanent disability due to an accident (24-hour a day insurance); permanent disability resulting from illness or ailments caused by the practice of cycling does not have to be insured by this policy.

Risks relating to sports or sports activities that are not connected to the preparation, maintenance or recovery of the rider's physical condition, such as: aerial sports, mechanical sports (involving a motor vehicle, whether or not ground-based), ice sports, contact sports, potholing, rafting, rock-climbing, deep-sea diving, as a participant, instructor, official or in any function other than that of spectator can be excluded from the cover.

3. Hospitalization and repatriation insurance. This insurance must cover:
  - a) all the costs not covered by the social security relating to the rider's hospitalization, for a sum of € 100'000 per incident and per individual;
  - b) all the costs of repatriation for medical reasons or due to death, in connection with professional travel.

#### **Art. 24**

The team must attach to each contract a list, in accordance with the enclosed sample, of the legal or contractual insurance benefits that the rider will be entitled to, and of those he will not be entitled to.

The team shall be responsible for paying the benefits that it may have wrongly listed as the rider's entitlement.

**Art. 25**

The team must be able to provide proof, at any time, of the insurance cover referred to in articles 22 and 23 for the rider-employee and, at the simple request of the employed riders, the UCI or the auditor, to the auditor accredited by the UCI.

**Art. 26**

The lack of insurance or of cover is the responsibility of the party whose duty it is to contract it. The AIGCP, the CPA and the UCI are exempt from any liability. The UCI's power to request evidence is simply a right, which does not imply any obligation or responsibility.

\* \* \* \* \*

For the AIGCP

For the CPA

Iwan Spekenbrink

Gianni Bugno

**APPENDIX 1**  
**LIST OF INSURANCES**

The team certifies that the rider,

Last Name:.....First Name:.....Date of birth: .....,

will benefit, as a result of his job, from the following insurances or benefits (for riders who do not have a legal social security system, the team states that it was given a proof of the following insurances or benefits):

(each box have to be filled in with "yes" or "no" depending on the case)

Insured risks / benefits*	In accordance with the legislation (indicate the country)	In accordance with a contractual insurance**
1. accident at work		
2. professional sickness		
3. health care (doctor, medicine)		
4. hospitalization		
5. compensation for industrial disability		
6. family allowance payments		
7. unemployment		
8. pension plan		
9. reversionary annuity		
10. orphan annuity		
11. health care insurance (art. 22.3.1) (only for the rider who does not have a legal social security system)		
12. contingency insurance (art. 22.3.2) (only for the rider who does not have a legal social security system)		
13. decease insurance (art. 23.1)		
14. disability insurance (art. 23.2)		
15. hospitalization insurance (art. 23.3 a)		
16. repatriation insurance (art. 23.3 b)		
17. others		

\* The scope of the coverage depends on the legal social security system in use in the different countries. Therefore some risks may not be insured. Refer to the joint agreement and to the UCI Regulations for the minimum coverage.

\*\* For insurances subscribed by the team, provide a copy of insurance policies and general conditions. For contractual insurances subscribed by the rider himself, the team has to obtain from the rider a proof signed by the insurance company, according to the attached model. This certificate has to be presented to the local auditor.

Date:

Signature of the paying agent:

## APPENDIX 2

### CERTIFICATE OF INSURANCE FOR A PROFESSIONAL RIDER

The insurance company undersigned certifies that the rider,

Last Name:.....First Name:.....Date of birth: .....,

is insured to the company from January 1st and for the whole year 20.. for the following risks and benefits (to the minimum)\*:

			N° of the insurance policy
1. Reimbursement of expenses for health care	Expenses concerning doctor and medicine for the rider for an amount of € 100'000 per year	In accordance with joint agreement art. 22.3.1	
2. Pension plan	Conditions/ minimum coverage: • Payment in capital or annuity form • Payable at the earliest at the end of the professional cycle career • Annual contribution representing at least 12% of the annual gross salary or fees, limited to 3 times the minimum amount	In accordance with joint agr. art. 22.3.2	
3. Decease insurance	In case of death of the rider, payment of € 100'000 to the interested parties named by the rider. Some risky activities may be excluded (see joint agreement)	In accordance with joint agr. art. 23.1	
4. Disability insurance	In case of total and permanent disability of the rider due to an accident (round the clock), payment of € 250'000 to the rider.	In accordance with joint agr. art. 23.2	
5. Reimbursement of hospitalization expenses	Hospitalization expenses for an amount of € 100'000 per disaster	In accordance with joint agr. art. 23.3 a)	
6. Reimbursement of repatriation expenses	Repatriation expenses of the rider for medical reasons or in case of decease during professional trips	In accordance with joint agr. art. 23.3 b)	

This certificate is delivered in order to allow the rider to prove to his team and to the authorities of control of the professional cycling that he fulfils the registration conditions fixed by the UCI Regulations for the season 20... These Regulations refer for minimal insurance coverage to the Joint Agreement concerning the working conditions of the riders. This certificate will not be used for any other purposes.

Comments / observations of the insurance company:

Place and date of creation of the certificate:

Stamp and signature of the insurance company:

Contact person:

Exact address:

Tel. number:

\* Cross out the risks / benefits not covered by the insurance company.