
UNITED TOWARDS A COMMON GOAL: A EUROPEAN SPORT

French National Olympic Committee (CNOSF) to Professional Sport



SUMMARY

THE SPECIFIC FIXED-TERM CONTRACT

I. Current status and issues

The type of employment contract used in professional sport is called a Specific Fixed-Term Contract (the "CDD d'usage"¹), a legal contract differing from the more commonly used Open-ended Employment Contract ("Contrat à Durée Indéterminée").

Initially the CNOSF was considering connecting the "Contrat de Travail Unique" (Universal Employment Contract), which had been designed by the Government in 2007 and whose main characteristic was to be an Open-Ended employment Contract, with the Specific Fixed-Term Contract in professional sport. Ultimately the universal employment contract did not come to fruition.

Considering that professional sport may in the future be affected by new legal issues concerning contract laws, it was deemed necessary to pre-empt a possible questioning of the Specific Fixed-Term Contract ("CDD d'usage") in the professional sport sector by devising a proposal divided into three categories:

- To establish that the Specific Fixed-Term Contract addresses explicitly the economic and social needs of professional sport.
- To optimize the Specific Fixed-Term Contract
- To integrate the European scope of employment contracts into professional sport.

II. Main categories of the proposal

Although the CNOSF have recommendations concerning these matters, it should be remembered that the social partners are responsible for the final outcome decisions.

ARGUMENTS IN FAVOUR OF THE SPECIFIC FIXED-TERM CONTRACT

- A necessary tool in order to maintain a balance when it comes to competitions for the following reasons:
 - The length of the employment contract in concordance with the length of the official game seasons;
 - Administrative validation of employment contracts implemented by the professional leagues.
- A necessary tool allowing for the coordination of the financial efficiency of the clubs and the legal protection of the professional athletes and their trainers.

¹ French labour law grants (3° article L1242-2) the permission to use a "CDD d'usage" ("Specific-Fixed Term Contract") as opposed to an open-ended employment contract due to the specific nature of certain occupations, i.e.: length of employment.

SOME OPTIONS FOR IMPROVEMENT TO THE SPECIFIC FIXED-TERM CONTRACT IN THE PROFESSIONAL SPORT SECTOR

- The creation of an occupational sport medicine

The creation of an occupational sport medicine service would resolve the problematic collaboration between the occupational medical doctor (a legal obligation) and the club's doctor (sports medicine). There are various feasible options: a single national and inter-sport association, regional and national associations for each sport and regional inter-sport associations.

- The increase of training resources in order to prepare professional athletes for a new career
 - The setting up of an insurance fund for training purposes;
 - The implementation of a saving account specifically designed for training purposes in the sport sector.

- New modalities for breach of contract

In some specific circumstances the ability to devise the insertion, by way of sectoral agreements, of early unilateral clauses concerning the breach of employment contract instigated by professional athletes in order to comply with social, sport and at times purely financial criteria.

TRANSPOSITION OF EU LEGISLATION INTO NATIONAL LAW

- **Structure:** introduce a specific framework agreement, signed by the French social partners in the sphere of professional sports, in order to transpose the EU Directive of 1999 to fixed-term contracts.
- **Contents:** justify, regarding employment and working conditions in professional sport, the bases for a Specific Fixed-Term Contract: the fairness in sport, the harmonious operation of competitions, the hazards specific to sport and the compatibility of labour law and sport law.

TOWARDS A EUROPEAN SPECIFIC FIXED-TERM CONTRACT?

- **Structure:** promote the harmonisation of the contractual framework of a professional European sport by acknowledging the specificities of professional sport and thus establishing the Specific Fixed-Term Contract as the contract of reference in that sector.

This harmonisation could be achieved through a European collective agreement in reference to professional sport, negotiated by a meeting of the European social partners within a Sectoral Social Dialogue Committee specific to sport.

- **Contents:** it would be appropriate to:
 - Use the points of convergence of the survey carried out (over 5 countries) by the CNOSF within the framework of its research, as the basis of negotiation among the European social partners.
 - Work on a European collective agreement regarding working hour

THE SPECIFIC FIXED-TERM CONTRACT

Introduction

Initially the French National Olympic Committee (CNOSF) was considering connecting the "Universal Employment Contract" ("Contrat de Travail Unique"), which had been designed by the Government in 2007 and whose main characteristic was to be an Open-Ended employment Contract, with the Specific Fixed-Term Contract (the "CDD d'usage"²) in professional sport. Since the project did not come to fruition the CNOSF redirected its works with an objective in mind, to secure the current legislation concerning employments contracts in the world of professional sport.

Considering that professional sport may in the future be affected by new legal issues concerning contract laws, it was deemed necessary to pre-empt a possible questioning of the Specific Fixed-Term Contract.

Following an in-depth study of the applications of the Specific Fixed-Term Contract, the CNOSF wrote an argumentation stating the social and economic benefits of such contract relevant to the world of professional sport.

On one hand the Specific Fixed-Term Contract provides the athletes with a job security for the length of the contract, on the other hand it contributes to the economic support by providing guarantees regarding fairness in sport, hazards specific to sport and organisation of competitions.

The CNOSF subsequently worked on improving the Specific Fixed-Term Contract.

With the ongoing goal in mind to maintain the practice of the Specific Fixed-Term Contract in professional sport, considerations were made in order to introduce this contract into the EU law.

First by considering the possibility of the transposition of a European directive on fixed-term contracts in order to clearly explain the "objective reasons" justifying the relevance of using a Specific Fixed-Term Contract in professional sport. Second, by setting forth a motion for a standard European contract while retaining the characteristics of the fixed-term contract as it is used in European professional sport.

Once again the goal is to maintain the practice of the Specific Fixed-Term Contract in France since in the long run a possible European collective agreement would imply the integration of the former agreement to each member states national law.

The following suggestions are directly related to the Labour Law. Their primary intentions are to reach the social partners in professional sport in France.

The French conventional framework raises some questions regarding the bargaining level (national or sectoral) and the concerned parties as well.

The CNOSF has a few suggestions concerning these questions but deems necessary to state that the final decisions are in the hands of the social partners.

² French Labour Law grants (3^o article L1242-2) the permission to use a "CDD d'usage" ("Specific-Fixed Term Contract") as opposed to an open-ended employment contract due to the specific nature of certain occupations, i.e.: length of employment.

[I] TO MAINTAIN THE SPECIFIC FIXED TERM CONTRACT IN PROFESSIONAL SPORT

[A] Arguments in favour of a Specific Fixed-Term Contract

1. This type of contract guarantees the upholding of the competitions' balance

The Specific Fixed-Term Contract is a necessary tool to maintain a balance when it comes to competitions for the following reasons:

- the length of the employment contract in concordance with the length of the official game seasons;
- administrative validation of employment contracts implemented by the professional leagues.

The length of the employment contracts in concordance with the length of the official game seasons guarantees the stability of the intrinsic sportive nature of competitions

The organisation of a championship or a competition entails a specific time frame which in turn limits the duration of the work performed by the employees (main participants of the sporting events).

The purpose and motive of the employment contract of the main participants are inherent with the preparation and participation of these events which by nature are temporary. Thus due to the special nature of the work, the main participants (the athletes and trainers) are bound for obvious and mandatory reasons to have a fixed-term employment contract limited to the duration of the events.

Since the length of a championship is limited to an entire playing season it would unfairly affect the competitive outcome of the game if the composition of a team were to be altered throughout the season.

The possibility of employment contract renewal from one to several playing seasons is similar to the strict limitation of the number of players and the specifications regarding the recourse of additional athletes in case of injuries (reserve players) as well as the prospective recruitment of athletes during the actual playing season ("transfer window").

The length of the fixed-term contract in concordance with the duration of the playing season reinforces the security of competition.

Administrative validation of employment contracts implemented by the professional leagues is a guaranty for the competitions' financial balance

In order to make sure that an equitable sport is maintained, professional leagues of team sports have implemented a procedure regarding employment contracts, thus allowing them to have control over the legal and administrative aspects of employment contracts. This procedure also allows the leagues to control the economical situation of sport clubs. Since employees' salaries constitute the bulk of athletic clubs' spending, the implemented administrative validation gives the leagues the power to intervene in order to regulate the financial stability of the clubs.

It would be quite difficult to control the financial situation of the sport clubs regarding the administrative management of an open-ended contract which by definition is unlimited because professional sport revolves around the length of

the playing season thus entailing a specified time-frame of the employment contract.

The administrative validation implies in some sports that employment contracts signed by a club and its athletes must first be approved by the concerned leagues.

Lastly, a legal decision (jurisprudence) acknowledges the exceptional nature of employment relating to sport because it deems obligatory to use the accepted administrative validation contrary to the legal system which constantly tries to apply the non-arbitrary contractual aspect of employment.

In the eventuality of a non-administrative validation, the employment contract and its inferred intents could be voided retroactively assuming that the aforementioned contract never started.

2. A necessary tool allowing for the coordination of the financial efficiency of the clubs and the legal protection of the professional athletes and their trainers

The necessity to preserve the rules regulating the financial efficiency in professional sport entails the equitable outcome of any competition.

The recurrent aspect inherent to competition (and thus its credibility) requires a certain degree of stability (short-term), in the employer/employee relationship, this stability is guaranteed by the Specific Fixed-Term Contract. In order to protect the equitable outcome of any competition it is required, in this type of labour force, to have strong employment regulations, chiefly when dealing with the richest clubs and star players.

Protection of the weakest (unknown clubs and players) and financial efficiency of the whole must be assured by implementing a general regulation of obligations on the strongest (renowned clubs and star players); the objective is to maintain a fair competitive sport by insuring a financial cooperation among all parties involved.

This regulation cannot be satisfactorily and coherently applied at the national level alone since the financial competition between clubs regarding recruitment has become international.

This debate concerning contracts and more generally the organisation of the social, legal and financial aspects of professional sport must take place in the form of a dialogue between the interested parties: the government, the sports community and the social partners. A collective bargaining at the European level would be the appropriate means.

The objectives of both financial efficiency and social protection must be taken into account in the realm of sport but they need to be reexamined when it comes to sectoral characteristics:

- These two objectives have always been combined in professional sport's regulation. For example the collective agreement of professional sport in France and in the US is a financial regulator as well as a legal and social management tool.
- Professional sport has evolved beyond national boundaries; it has acquired an international dimension.

A global regulation is necessary both in terms of the subject areas it encompasses (labour market, finances, training etc...) and also in terms of a geographical dimension (active participation at the international level).

This regulation can only be achieved through negotiations among all social entities and in particular through the use of collective agreement. This regulation must ensure solidarity and training development. It demands financial control over the clubs and open access to information.

[B] SOME OPTIONS FOR IMPROVEMENT TO THE SPECIFIC FIXED-TERM CONTRACT IN THE PROFESSIONAL SPORT SECTOR

1. The creation of an occupational sport medicine

Current status and issues

Professional clubs are companies and thus have to respect Labour Laws, a duty inherent to their employer status. They have to apply the laws especially the ones concerning occupational health.

Employers (whoever they are) are bound to respect the Occupational Health and Safety laws. Failure to scrupulously abide by the occupational health and safety laws incurs the risks of citations from the Health Department as well as penal offenses liable to severe punishment under the law. The inherent components of health and safety in Occupational Medicine imply that any on the job injury suffered by an employee (result of a violation of the Labour Code) especially the regular follow-up with an occupational doctor is most of the time considered to be caused by an inexcusable mistake.

Clubs are companies but quite atypical in regard to their occupations:

- The specific nature of work (sport related) concerning the employees;
- The intrinsic need of a Sports Medicine.

The goals of Occupational Health and Sports Medicine are different. The need for their collaboration is necessary not only in terms of legal matters but also due to the fact that an occupational health doctor cannot prescribe medicines and his job is limited to risk-prevention and the improvement of health in general.

However, the Sports Medicine specialist has a moral obligation as well as a legal one to care for the health and safety of the athletes.

Besides, he is by definition, better suited to deal with specific health and safety problems since his specialty is Sports Medicine in general and more precisely the sport which is practiced in the club where he works.

The occupational health doctor involvement does not include risk prevention management and in any case his contribution is minimal if he belongs to an inter-professional association. The worst part is that in some associations it is extremely difficult to get a medical check-up on schedule due to the inner workings of occupational medicine. Especially caused by the lack of knowledge concerning the professional athlete needs -which vary from sport to sport- the occupational health doctor diagnosis will not be as reliable as the one of a sports medicine specialist; this can lead to misunderstandings even conflicts.

Proposals

- The implementation of specific measures relating to sport in the occupational medicine would solve this problem.

There are four feasible options:

- a single national and inter-sport association;
- regional associations for each sport;
- national associations for each sport;
- regional inter-sport associations.

2. To increase training resources

Following is a summary of the full report written by Mr. Jean-Marie Luttringer and Mr. Jacques Barthélémy regarding the setting up of an insurance fund for training purposes. This summary addresses the problems and issues at stake as well as suggesting solutions.

Current status and issues

First, the length of an athlete career being limited in time implies the underlying worry of what will happen afterwards. Second, it is the clubs responsibility to anticipate a retirement management plan once the athlete career is over.

Furthermore, during his/her career it is quite difficult for an athlete to have access to regular educational and vocational training because of the numerous situational transfers taking place during their professional career.

Last but not least, the possibility of transferring the professional athletes' career experience to an academic field has been considered. Proposals on this topic are written under the heading "training" of this report.

Proposals

- The setting up of an insurance fund for training purposes;
- The implementation of a saving account specifically designed for training purposes in the sport sector.

The goal of these two mechanisms is to set up a system which will ensure the protection of the professional athletes once their career is over. Training Insurance Funds are set to be legal entities. Their purpose is to help expand vocational training. They must be accredited by the Government and their management is supervised both by the State and the "owner" of these funds. The money is collected from each and every company and then deposited into a special Fund. The amount paid by the employers is not subjected to social taxes. This amount is deductible from income and professional taxes.

Training Insurance Funds (FAF in French) are by definition legally entitled to collect money originating from the mandatory contributions of companies; beyond this financial aspect the main legal purpose of the existence of these funds is to promote the development of vocational training.

Concerning the divisional implementation of a saving account specifically designed to be used for training in the sport sector, the amounts allocated to this saving account have to be accounted for at all time and kept in a mutual fund,

their purpose is the financial investment dedicated to training the athletes at the end of their career.

3. New modalities for contract breach

The breach of employment contracts in the world of professional sport is a source of many legal disputes. The procedures regarding the breach of fixed-term contracts are rigorously controlled by legal regulations: (extraordinary event or circumstance beyond the control of the parties, serious breach of contract, mutual breach of contract and change of a fixed-term contract to an open-ended one).

Current Status and Issues

The procedures regarding breach of employment contracts do not always apply to the world of professional sport. The particular conditions of employment in the professional sport sphere can lead to unique situations. In addition, the promulgation of a law designed to protect the employee (weak party) is not necessary applicable in professional sport since the so called "weak party" may differ from the one governing the established fixed-term contract.

Proposals

It would be interesting following the example of some sports to devise the insertion, by way of sectoral agreements, of early unilateral clauses concerning the breach of employment instigated by professional athletes in order to comply with their situational needs. Within the sport realm (demotion or non-qualification for a competition), within the social realm (breach of contract by a club specifically non-payment of salary), and within the financial realm (breach of contract under the stipulated premise of compensation from the athlete to the club).

A strict framework of the above clauses is necessary knowing that the contract termination could only take place at the end of the season and under specific terms and conditions.

[II] TO GUARANTEE THE SPECIFIC FIXED-TERM CONTRACT REGULATED BY A EUROPEAN LAW

In order to remedy a possible weakening of the fixed-term contract, it would seem wise to devise a two-stage plan.

Short-term: legal application of national standards to meet EU legal regulations in order to avoid any legal proceedings questioning the validity of the fixed-term contract as it is practised in France.

Then: signature of a European collective agreement regarding the implementation of a European standard employment contract. These two stages are independent of each other but they do complement each other.

Ultimately the CNOSF would advocate the implementation of a European framework agreement, by means of a European social dialogue, which would

acknowledge professional sport as a regular employment. Such a measure would be the first step towards a European status for the professional athlete.

[A]TRANSPOSITION OF EU LEGISLATION INTO NATIONAL LAW

Current status and issues

The French government has not transposed EU directive n°1999/70/EC dated June 28 1999 concerning fixed-term contracts, on the grounds that it does not have any impact on the French law governing fixed-term contracts. Except for the fact that the Specific Fixed-Term Contract is different from the standard fixed-term contract, in which case the EU directive affects this type of contract. In order to legally protect professional sport contracts, it would seem suitable to transpose the EU directive into national law. The objective of the latter is to determine that the Specific Fixed-Term Contract in professional sport meets the requirements of the directive.

The directive formulates three stipulations granting exemption from the national law regulation concerning the open-ended contract. By way of transposition, it is necessary to define, while taking into consideration the specific needs of professional sport and/or the different categories of workers, one or several of the following measures:

- Objective reasons justifying the renewal of a fixed-term contract;
- The global maximum duration of successive fixed-term contracts;
- The limited number of renewals of such contracts.

It is also quite important to manage the application of a Specific Fixed-Term Contract in regard to the employment non-discrimination act. In professional sport, where all players and trainers are employed under a Specific Fixed-Term Contract, there is by definition no discrimination.

Proposals

The CNOSF proposals deal with the structure as well as the content of the transposition.

▪ Structure

The European directive harmonizes and brings together national legislations in a way which unifies member states in attaining a common goal while giving them the choice of individual judgement in terms of achieving the means. The transpositions delays being over it is obvious that the French government will not take the initiative to apply the transposition. The second possible option is the national collective agreement, "Article 37 "of the Treaty establishing the European Community (EC treaty). The use of social dialogue is even more legitimate since the 1999 European directive's aim is the implementation of a European cross-industry collective agreement.

Once again there are two possible options:

- either a collective agreement signed by all concerned social partners, this agreement being part of the National Collective Agreement concerning sport;
- or a specific framework agreement concerning the transposition of the directive.

For several reasons, the CNOSF chooses the second option. First of all, the framework agreement is specifically connected to the transposition of the

directive and therefore does not allowed for a larger scale of collective bargaining within the entire sport sector. Then, in order to dissociate the employment contract of the professional athlete and trainer from the legal open-ended employment contract, it seems appropriate that only the unions representing professional sports are allowed to sign the agreement.

A sectoral collective agreement would allow the transposition of the directive into the specific context of professional sport. This, in turn would make it possible to justify in regard to the employment and work conditions in professional sport, the reasons for using a Specific Fixed-Term Contract: fairness in sports, harmonious operation of competitions, hazards inherent in sports, compatibility of Labour Law and Sports Law.

▪ **Content**

The agreement must “challenge” the basic foundations of the directive by stating that in professional sport, the fixed-term contract is the rule not the exception, to the extent that at times the practice of the open-ended contract is prohibited due to the nature of the occupation. It is then necessary to justify this “challenge” by defining the meaning of professional sport. This definition mentioned previously (see I, “to maintain the Specific Fixed-Term Contract in professional sport”) shows that the Specific Fixed-Term Contract offers employment protection to the employees and financial guarantees to the employers.

The specific framework agreement, whose purpose is to transpose the directive, must list the reasons for using a fixed-term contract (see above). In order to guarantee the framework of collective bargaining concerning professional sport in France, the CNOSF proposes that the specific framework agreement must be formulated as follows:

- Define the essential elements of the notion of “objective reasons” in professional sport;
- Carry over to the sectoral agreements the number of renewals and lengths of the Specific Fixed-Term Contracts.

Regarding the notion of “objective reasons”, it is advisable to investigate in the sphere of professional employment and activity characteristics, the essential elements justifying the need to use successive fixed-term contracts.

A case-law (jurisprudence) of the European Communities Court of Justice³ states that a national measure, confined to generally and abstractly authorizing the successive use of fixed-term contracts, does not comply with the demands of the European directive.

The notion of “objective reasons” must be defined in terms of “concrete aspects relative to the activity concerned and its conditions of practice”. Thus the need to question the use of Specific Fixed-Term Contract for some positions such as, for instance, trainers. The CNOSF did not offer any propositions on this subject but emphasizes the importance of paying attention to this matter.

This is the reason why the CNOSF proposed agreement draft concerns both professional players and trainers. Some of the arguments as discussed above may contribute to the definition of “objective reasons” which in turn should be taken into consideration in regard to the framework agreement.

³ Court of Justice of the European Communities 4th July 2006 *Kontantinos Adenler Aff C-212/04*.

The CNOSF deems necessary, considering the sphere of application of the collective agreement whose purpose is to transpose the directive, that the social partners define with accuracy Chapter 12 of the National Sports Collective Agreement, the professional sport related chapter. As such, the concern for legal protection calls for a clear definition of the Specific Fixed-Term Contract. Because payment of a salary entails signature of a contract it does not necessarily follow that the athlete or trainer are employed under the terms and conditions of a Specific Fixed-Term Contract.

Nowadays, after an extensive interpretation of legal texts (chapter 12, case-law...), we notice that the Specific Fixed-Term Contract is used without providing any legal guarantees by virtue of its difference in status.

[B] TOWARDS A EUROPEAN SPECIFIC FIXED-TERM CONTRACT?

Current status and issues

Based on the results of a comparative study⁴ done in five countries - Germany, Italy, Spain, Sweden and the United Kingdom - many points of convergence were discovered in Europe, both in terms of the legal aspect regarding employment contracts and the collective status of the professional athlete as well. At this point in time the scope and conclusions of this study only concern the athletes, not the trainers.

The decision to complete this comparative study was prompted by a number of different factors. First and foremost is the constant mobility of professional players in Europe. Professional sport is widely international and has been that way for a long time.

With a few exceptions in North America, the most prominent championships in the world are held in Europe. Financial resources acquired by championships create the necessity of implementing an organisation founded on the contractual relationship between the players and their clubs. Contractual agreements vary in line with national laws of each member state especially in terms of structure.

A common contractual framework as a standard employment contract, would offer an improved analysis of contract for the operating clubs as well as for the professional athletes. The comparative study, which identifies numerous points of convergence regarding the legal status of professional athletes' employment contracts, is a source of hope for a possible collective bargaining of a European employment contract.

Still with the goal in mind of a greater legal security, the notion of a standard European employment contract, dependent on some regulations of application, would necessitate that the national legislations take into consideration the legal status of this type of contract. Consequently, in France, a new undertaking concerning a standard employment contract could not be applied to the specific realm of professional sport.

Proposals

▪ Structure

The Treaty establishing the European Community (EC Treaty) (Article 139) guarantees that European social partners can sign collective agreements⁵. The

⁴ See appendix 1: summary of the comparative study regarding legal aspects of employment contracts and professional athletes collective status

⁵ See appendix 2 : Presentation of the European social dialogue framework in sport

White Paper on Sport adopted by the European Commission in July 2007 and the resolutions adopted by the European Parliament on 8th May 2008⁶ advocate the importance of "sectoral social dialogue".

The object of this practice is obvious if the objective is to detract from EU law, under certain conditions, by identifying the specific issues related to a distinct economic sector.

In this case, the intent is the acknowledgement at the European level of the importance of the Specific Fixed-Term Contract as the Reference Contract in professional sport, by special dispensation to the 1999 directive on fixed-term contracts. There are two possible ways to lend legal credence to a European collective agreement.

- A Council decision is required in order to obtain a regulation or a European directive which in turn will be transposed into national law according to the precepts mentioned in the transposition of the directive concerning fixed-term contracts;
- National collective bargaining in each country.

Raising the issue on ways to incorporate a European collective agreement into national laws is somewhat premature, insofar as no European collective agreement is ready to be signed in the near future.

But the question is worth asking in order to suggest a strategy best adapted to the sport sector. The "harmonization" implication of the directive presents certain advantages.

It is important to observe that European professional football will soon pave the way towards a European social dialogue by gathering for the first time the members of its sectoral social dialogue committee. It is quite interesting to notice that the first item on the agenda is the endorsement of an agreement concerning the implementation of a standard European contract based on the agreement signed by FIFPro and UEFA⁷.

As far as the other professional sports are concerned the European social dialogue is under construction.

It is important to emphasize that the European social partners in the sport sector (EASE representing the employers and EURO-MEI representing the employees) develop a European project; the latter will open up the way for a European dialogue regarding a standard European contract.

As part of this project, an addition to the CNOSF comparative study is planned; its main concern is to include other countries, particularly the ones whose social partners have been identified.

The issue of the European concerned parties or social partners that will endorse the European agreement will be crucial. To date, EASE and EURO-MEI are working together towards a greater representativeness throughout the European Union. The main difficulty, especially concerning the employers, is the lack of a national employer organisation in the sport sector. The comparative study

⁶ *In its resolutions, the European Parliament "Welcomes the encouragement given to establish European committees for social dialogue in the sports sector; supports efforts by employers and employees in this area and calls on the Commission to continue its open dialogue with all sports organisations regarding this matter".*

⁷ *FIFPro: «Fédération Internationale des Associations de Footballeurs Professionnels / worldwide representative organisation for all professional players
UEFA: Union of European Football Associations*

reveals that the definition of the legal statute of the professional athlete via a national social dialogue is far from being established. With the exception of football, it seems that there is no accepted practice of social dialogue in sport. At the same time, concerning the listing of sport social partners in the European Union⁸, it is quite interesting to notice that only in professional sport the greatest number of interested parties can be found. Furthermore some of the organisations are recent which shows that there is a social dialogue process taking place in quite a few countries.

▪ **Content**

It is not the CNOSF responsibility to suggest a European agreement project. Nevertheless, over the course of its studies, several aspects can be identified as outlines for a European standard employment contract in the world of sport. The Social Council of the Sport Movement (CoSMoS), a French organisation of sport employers which currently presides over EASE, could take the initiative of offering the CNOSF contribution as a working basis for a European project.

Additionally, the CNOSF observes that solutions can be found at the European level concerning working hours in the sport sector. A collective European agreement would allow for an exemption of the European directive dated 23rd November 1993 which has an impact on all countries of the European Union on three aspects: definition of working hours, paid leave and maximum working hours allowed. As with the Specific Fixed-Term Contract, a European collective agreement concerning sport is one feasible way to acknowledge the specificities of sport in terms of working hours. The restrictions of French Labour Laws which prevent in particular the use of "equivalence of working hours" could be surmounted. It is especially important to deal with the problems associated with the world of sport such as time spent getting to and from a competition, recovery periods, individual physical practice times, training times et.

This European Collective Agreement on working hours would encompass more issues than the Specific Fixed-Term Contract insofar as some of the problems encountered, especially in the interpretation of working hours, also concern employees working in the amateur sport realm.

⁸ See appendix 3 : RBT database – social partners in the sport sector in the EU European project "Reinforce the representativeness of the social partners in sport sector: Row the BoAT project" (RBT project) - VS/2007/0289

APPENDIX 1

SUMMARY OF THE COMPARATIVE STUDY REGARDING LEGAL ASPECTS OF EMPLOYMENT CONTRACTS AND PROFESSIONAL ATHLETES COLLECTIVE STATUS

	Germany	Spain	Great Britain
Main professional sports	Football, handball, ice hockey.	Football, basketball, handball, cycling.	Football, rugby, cricket.
Definition of a professional athlete	<p>No legal definition.</p> <p>A person is considered to be a professional athlete if he/she earns his/her living by practicing a sport activity.</p> <p>Possibility of combining it with another professional occupation.</p>	<p>No definition in the national sport law</p> <p>However, definition in some legislations of independent regions: person whose main income is derived from a sport activity or who practices a sport for profit.</p>	<p>No legal definition.</p> <p>The law simply defines an employee as a person who is bound by an employment contract.</p>
Collective bargaining	<ul style="list-style-type: none"> - Collective bargaining structure for football and basketball. - In both cases, players are represented by a union. 	<ul style="list-style-type: none"> - Collective bargaining structure for football, cycling, handball and basketball. - Professional athletes are represented by unions. 	<ul style="list-style-type: none"> - Collective bargaining structure for football and cricket with player unions being affiliated to TUC (Trade Union Congress). - These unions are generally recognised by the clubs negotiating with them.
Employee or self-employed status	<p>Athletes are bound to their clubs via employment contract (Labour Law).</p>	<ul style="list-style-type: none"> - Athletes can be self-employed. - In employment law, athletes are considered to be professionals if they fulfill several criteria. - If they fulfill all of these criteria, they are considered to be bound by a contract with their employer via a "specific working relationship". 	<p>Professional athletes are either self-employed (individual sport in general) or employees (team sport).</p>
Applicable legislation	Labour Law.	Labour Law, but specific conditions.	Labour Law and more specifically, legislation on temporary employment.

	Italy	Sweden	France
Main professional sports	Football, cycling, golf, motorsport, basketball and boxing.	Football, hockey, handball, basketball, bandy.	Football, basketball, rugby, volleyball, handball, cycling, table tennis.
Definition of a professional athlete	<p>Legal definition: a professional athlete is someone who practises a sport activity continuously in return for payment and in accordance with the rules set by CONI [Italian National Olympic Committee].</p> <p>Athletes must also meet qualifications required by their sport federation.</p>	<p>No legal definition.</p> <p>Any person who signs a contract with a club to practice a sport in return for payment is considered to be a professional athlete.</p>	<p>The definition used is a legal one: article 12-1 of the National Sports Collective Agreement (CCNS).</p>
Collective bargaining	<ul style="list-style-type: none"> - Collective bargaining structure for cycling, golf, football, motor sports, boxing and basketball. The law of 1981 stipulates the negotiation of a standard employment contract signed every three years between the federations, the clubs and the athletes. - Professional athletes are represented by unions or associations. 	<ul style="list-style-type: none"> - Collective bargaining structure for football and hockey. - Professional athletes are represented by unions affiliated to a national trade union federation. 	<ul style="list-style-type: none"> - National collective bargaining structure: the general bargaining framework is determined by the CCNS. - Sectoral bargaining also exists. - Professional athletes are represented by unions.
Employee or self-employed status	The law establishes the conditions in which an athlete can be considered to be self-employed.	Athletes are bound to a club via an employment contract (Labour Law).	Labour Law applies: athletes are bound to a club via a "Specific Fixed-Term Employment Contract".
Applicable legislation	Labour Law specific to working relationships in professional sport	Labour Law with implementation of EU directives.	Labour Law; regulations pertaining to the "Specific Fixed-Term Contract".

	Germany	Spain	Great Britain
Types of Contracts	Standard contracts exist in some federations (e.g. basketball).	Parts of the content of employment contracts are determined during collective bargaining.	Standard contracts exist in some sport federations.
Fixed-term contract	<ul style="list-style-type: none"> - Sign a short-term fixed-term contract (one year with the option of an extra year). Longer-term contracts available to young athletes with potential. - Legally, fixed-term contracts can be renewed twice over a maximum period of three years. Legal exceptions are possible due to the activity and the obligations of the sector as well as the service provided. 	<p>Sign a fixed-term contract (must be in writing) from and to a fixed date or for performing a specific mission (e.g. participation in a competition).</p> <p>In both cases, it is possible to renew the contract when it reaches its term.</p>	<p>Sign a fixed-term contract (recommended in writing).</p> <p>No renewal limitations.</p>
Rules for the use of fixed-term contracts	Two rules exist in Labour Law enabling fixed-term contracts to be renewed beyond the general clauses.	Sport-specific legislation establishes that contracts are by nature fixed-term contracts.	No obligation to respect the rules for the use of fixed-term contracts.
Contract content	<p>Contract content:</p> <ul style="list-style-type: none"> - the athlete's general obligations; - severance pay; - salary and bonuses; - portrayal rights management 	<p>Part of the content is established by collective agreements (standard contract).</p> <p>Contract content:</p> <ul style="list-style-type: none"> - the athlete's general obligations; - contract duration; - working hours; - salary; - a separate contract is often signed for the portrayal rights management 	<p>Employment contracts have to contain legal information and stipulations which specifically apply to athletes.</p> <p>A separate contract is often signed for the portrayal rights management</p>
Working hours	In theory, legislation on working hours applies, but there are numerous exceptions, generally established in the employment contract.	<ul style="list-style-type: none"> - Specific legislation allows for a weekly rest of one and a half day. - Travel time is not considered to be working time. - Labour Law application for overtime and increase 	<ul style="list-style-type: none"> - The employment contract does not establish a set number of hours. - Travel time is not considered to be working time. - No overtime. - No increase in salary for

		<p>in salary for night-time work.</p> <p>- The daily maximum of working hours is 9 hours, but exceptions can be made via collective agreements.</p>	<p>night-time work.</p>
--	--	---	-------------------------

	Italy	Sweden	France
Types of Contracts	Standard contracts in some sport federations.	Standard contracts in football and hockey. (issued by collective bargaining)	<ul style="list-style-type: none"> - Contract content established by the Labour Code. - Standard contracts exist in some disciplines (upon administrative validation): professional football and rugby, and cycling.
Fixed-term contract	<p>Sign a fixed-term contract (must be in writing) for a maximum period of 5 years.</p> <p>This fixed-term contract can be renewed indefinitely.</p>	<p>Sign a fixed-term contract in accordance with Labour Law for a period of one to three years.</p> <p>This duration is legal only for "specific activities". Fixed-term contracts can be renewed indefinitely.</p>	<ul style="list-style-type: none"> - Sign a "Specific Fixed-Term Contract". Contracts are signed for one or more sport seasons (CCNS). - Adaptation is possible, depending on discipline agreements. - The duration of one contract cannot exceed 5 sport seasons.
Rules for the use of fixed-term contracts	Rules for the use of fixed-term contracts established by Labour Law do not apply to athletes' employment contracts.	The law allows for the use of fixed-term contracts for specific activities, including sport.	<ul style="list-style-type: none"> - The law allows for the use of fixed-term contracts but with some exceptions, mandatory rules (article L122-1-1.3° of the Labour Code). - Professional sport is an exception and thus uses the "Specific Fixed-Term Contract" (article D.121-2 of the Sports Code).
Contract content	<p>Employment contracts have to conform to a specific guide drawn up by sport federations, comprising the commitment to respect the rules of the National Olympic Committee.</p> <p>Contract content:</p> <ul style="list-style-type: none"> - contract duration; - salary; - portrayal rights are either included or addressed in a separate contract. 	<p>Contract content:</p> <ul style="list-style-type: none"> - athletes' general obligations (loyalty, discretion, participation in team activities, sponsorship, advertising etc.); - duration, extension and end of contract; - paid leave; - check-ups and medical tests; - national and personal coverage insurance; - salary. 	<p>Labour Law defines the contract's content. The CCNS and discipline agreements allow for some adjustments.</p> <p>Contract content:</p> <ul style="list-style-type: none"> - reason for the contract; - contract duration; - working hours; - medical tests; - national and personal coverage insurance; - salary; - conditions for the management of portrayal rights can be established in the employment contract or in an addendum.

			Failing this, the athlete's agreement is required.
Working hours	<p>Labour Law does not apply to professional athletes.</p> <p>No overtime or increase in salary for night-time work.</p>	<p>Labour Law is the same for everyone, but Swedish law is very flexible and allows for exceptions via the employment contract.</p>	<p>Labour Law applies to professional athletes.</p>

	Germany	Spain	Great Britain
Paid leave	Same paid leave system as other employees (20 working days per year).	Same paid leave system as other employees (30 days per year). In practice, taken outside of the sport season.	Same paid leave system as other employees. In practice, taken outside of the sport season.
Formalities	Employment contracts do not need to be registered or approved by the sport federation.	The contract must be drawn up and signed before the activity starts. It must be registered with the Public Employment Office. The sport federation must approve it.	Employment contracts must be registered with the sport federation or league. Athletes must undergo medical tests.
Resident foreigners	Legislation on rights for resident foreigners applies. The player must be in possession of a residence and work permit before signing the employment contract.	Legislation on rights for resident foreigners applies. The player must be in possession of a residence and work permit in order to engage in the activity agreed upon in the employment contract.	Legislation on rights for resident foreigners applies. The player must be in possession of a residence and work permit in order to engage in the activity agreed upon in the employment contract.
Breach	Dismissal procedures apply. Certain specific termination cases are listed in the employment contract.	- By consent of both parties. - end of contract - death of the athlete or total permanent disability in regard to the activity - Dismissal for objective reasons (lay-off, employee's fault). Indemnities paid, are written out in the contract or represent a minimum of two month's salary per year of service.	The contract can be terminated if the athlete has an illegal status, if the contract is rejected by the federation or if the required medical tests do not allow the athlete to practice.
Licence	The athlete must possess a licence (contractual obligation).	In order to take part in competitions and belong to a professional league, athletes must have a licence from the relevant federation and the employment contract must be	In order to take part in competitions, sport teams require the athlete to be licensed by the relevant federation.

		registered with this federation. The federation or the league must approve the signed employment contract.	
--	--	---	--

	Italy	Sweden	France
Paid leave	Same paid leave system as other employees (4 weeks).	Same paid leave system as other employees (25 days per year), or more depending on collective agreements. In hockey: 4 weeks to be taken between June and July.	Same paid leave system as other employees. In practice, taken during periods when there are no competitions (between seasons). A collective agreement can decide to grant more days (the CCNS grants 3 working days per month).
Formalities	The contract must be approved by the sport federation. Athletes can only practice their sport activity if they have a health card, renewable every six months and valid for the entire duration of the contract.	Employment contracts do not need to be registered or approved by the sport federation.	Discipline-specific agreements can require the contract to be registered and approved by the relevant sport federation. If nothing is specified, the contract is signed between the employer and employee.
Resident foreigners	Legislation on rights for resident foreigners applies. The player must be in possession of a residence and work permit in order to sign the contract. It is the employer's responsibility to take necessary measures to obtain the residence and work permit.	Legislation on rights for resident foreigners applies. The signed contract makes it easier for the player to obtain a residence and work permit.	Legislation on rights for resident foreigners applies. The player must be in possession of a residence and work permit in order to engage in the activity described in the contract.
Breach	The contract can be terminated in accordance with the Civil Code clauses. Most of the Labour Law rules on dismissal do not apply (reason for dismissal etc.)	It is not possible to terminate the contract before its term, unless heavy fines are paid.	- By reaching the end of the contract. - By consent of the parties. - For serious misconduct.

Licence	Athletes can only practice the sport activity if they have a health card, renewable every six months and valid for the entire duration of the contract.	Athletes must have a licence from the relevant federation in order to take part in competitions.	Athletes must have a licence from the relevant federation in order to take part in competitions.
----------------	---	--	--

	Germany	Spain	Great Britain
Licence loss	<p>The licence is a condition of participation in a professional sport activity.</p> <p>Its loss could lead to the breach of the employment contract.</p>	<p>The licence is a condition of participation in a professional sport activity.</p> <p>Its loss could lead to the breach of the employment contract.</p>	<p>The execution of the employment contract can be made conditional, depending on the federation, on the possession of a licence; its loss could lead to the breach of the employment contract.</p>
Medical check-ups	<p>Mandatory medical check-up before signing the contract.</p>	<p>In order to obtain a licence, athletes must undergo a medical check-up.</p> <p>The club or federation employing the athlete must also make him/her undergo a medical examination.</p>	<p>Most sport teams require a mandatory medical examination in order to sign a contract with the athlete.</p>
Health & safety	<p>No additional obligations with regard to health and safety compared to regular employers.</p>	<p>Additional obligations with regard to health and safety compared to regular employers, written out in the employment contract or in the collective agreements.</p>	<p>No additional obligations with regard to health and safety compared to regular employers.</p>
National insurance	<p>Professional athletes are covered by a national insurance under the same conditions as other employees.</p>	<p>Professional athletes are covered by a national insurance under the same conditions as other employees.</p>	<p>Professional athletes are covered by a national insurance under the same conditions as other employees.</p>
Additional protection	<p>Coverage of work related injuries and/or illnesses by an insurance organisation. Additional retirement benefits for footballers.</p>	<p>Additional private insurance system to cover risks of injury, implemented by national and regional sport federations.</p>	<p>Additional private insurance system to cover risks of injury, implemented by certain clubs.</p>
Change of career	<p>No change of career provisions. Training for a career change is sometimes provided for in the employment contract.</p>	<p>No change of career provisions, but certain opportunities such as the consideration of a sport career when applying for public sector jobs.</p>	<p>No change of career provisions. Clubs encourage follow-up training.</p>

	Italy	Sweden	France
Licence loss	Its loss could lead to salary suspension or the breach of the employment contract.	The licence is a condition of participation in a professional sport activity. Its loss could lead to the breach of the employment contract.	Loss of a licence cannot lead to the breach of the employment contract.
Medical check-ups	Athletes have to obtain a health card in order to practice their activity; it is renewable every six months. If the employee does not submit to the examination, the employment contract can be terminated.	Mandatory medical check-ups before signing the contract or during the weeks following its signature.	- A legal medical check-up is mandatory and is a condition upon signing the contract. - The medical check-up is one of the conditions to get a licence. - Specific check-up for contract approval.
Health & safety	No additional obligations with regard to health and safety at work compared to regular employers. Obligation to take out an insurance covering work related injuries and/or illnesses.	No additional obligations with regard to health and safety at work compared to regular employers.	The employer has a legal obligation with regard to health and safety.
National insurance	Athletes are covered by an independent pension fund that both athletes and employers contribute to.	Just like all employees, professional athletes are covered by a national insurance similar to other Swedish residents.	Professional athletes are covered by a national insurance similar to other employees.
Additional protection	Additional protection systems, but not a part of the collective agreements.	Additional insurance to compensate for the restrictions of daily payouts made by the State and for the length of time they are being covered for.	Anticipation plan set up by the CCNS. Discipline-specific agreements regarding special features depending on the discipline.
Change of career	No change of career provisions. Clubs offer training programmes or via a special fund possible relocation.	Collective agreement provisions (change of career assistance, payments during the change of career period).	- No change of career provisions. - Training policy at the sport level (national) / sectoral agreements (article 12-8 of the CCNS).

❖ The legal framework

Article 138 of the EC Treaty provides for the consultation of social partner organisations at European level on a range of issues concerning employment and social affairs. This Article provides for a compulsory two-stage consultation procedure: at the first stage the European Commission consults the social partners on the possible direction of an initiative, whilst at the second stage, the focus is on the content of this initiative. The dialogue between employee and employer organisations at Community level may lead to contractual relations, including agreements (Article 139).

❖ The cross-industry social dialogue

Cross-industry social dialogue covers the whole economy. Its purpose is to promote dialogue between unions and employers in key areas common to all fields of employment and social affairs. All tripartite social dialogue, with a few exceptions, is a cross-industry dialogue. Today, tripartite discussions have taken place on issues such as access to vocational training, improvement of young people's access to the labour market, equal opportunities for women and men, and integration of long term unemployed.

❖ The sectoral social dialogue

The sectoral social dialogue is gradually taking shape, with a voluntary bipartite dialogue process. It provides an effective level of intervention on the questions of employment, work organisation and the improvement of working conditions as it is closer to the workplace environment and able to anticipate change. At sectoral level, the social partner organisations must apply jointly to the European Commission in order to take part in a social dialogue at European level. The European organisations representing employers and workers must, when submitting this application, meet a number of criteria:

- relate to specific sectors or categories, and be organised at European level,
- consist of organisations which are themselves an integral and recognised part of Member State's social partner structures, and have the capacity to negotiate agreements, and which are representative of several Member States,
- have adequate structures to ensure their effective participation in the work of the committees.

This bipartite dialogue encourages emergent sectors, such as sports, in order to structure their exchanges in the European model of social dialogue.

The specific situation of the sport sector

Building a European Sectoral Social Dialogue Committee provides an opportunity for every sector to regulate common issues at European level. It represents the best framework for sports because it is close to the needs, concerns and interests of the social actors. Talking about social partners as such does not yet reflect the reality of the sport sector. Currently the social dialogue is not organised in all countries through official institutions representing workers and employers. Most of the time a dialogue exists concerning social issues, but without an institutional framework corresponding to the European Commission's criteria of social dialogue. Moreover, the necessity of a regulation at European level is an obvious acknowledgement. The only regulation existing is the free movement of persons and particularly concerns professional football. Workers mobility is habitual for some professionals in sports. Regulation at European level is not new. The problem is the way to do it that is to say via the social partners. Thus, the sport sector could be proactive in defending the specificities of the sector through European social dialogue and will prove its maturity, without always reacting as it is presently doing.

Previous European projects have identified the growing employment potential in the sport sector across European countries and revealed that the development of social dialogue is perceived by all stakeholders as the key factor to professionalize the sector.

❖ Definition of the sport sector

The first issue is to build a unique European Sectoral Social Dialogue Committee for all sports. There is no legal definition of "sport". But the European Commission created a European Communities' Nomenclature of Activities (NACE) which defined the sport sector under the heading "**sports-related activities**" (under code 92.6), and which promote management training services and sporting events. In conclusion, it can be divided into 3 segments: voluntary sport, commercial or leisure sport and professional sport. The social dialogue does not concern the public sector.

Voluntary sport is the traditional part of the sport sector and is still the most important one. It gathers not-for-profit organisations (mainly associations), which provide training and competitive sporting activities to their members. Essentially run by volunteers, it is nevertheless experiencing an increase of its human resources professional character.

Commercial and leisure sport represents a growing area in the sport sector. It is organised either by associations or by companies, often very small, which offer services and leisure opportunities but do not offer training for competition (e.g. fitness, horse riding, sailing, winter sports...).

The last one is the most popular and well-known segment: **professional sport**. This is orientated essentially towards the organisation of events, within which professional football occupies a dominant position in Europe, ahead of other sports.

Even if these segments are autonomous from each other a feeling of belonging to a whole – the sport in question – is broadly shared by the sport stakeholders in the different countries.

❖ The representative organisations at the European level

The second issue is to fulfil the European Commission's requirements: **European social dialogue is only possible with representative social partners at European level.**

Currently, if we follow the criteria put forward by the European Commission to the letter, a single organisation appears able to represent the workers in the sport sector at the European level: UNI-Europa. UNI-Europa is the European Region of Union Network International (UNI). It represents 700 unions in the European services sector. This organisation already forms part of a number of social dialogue committees in the services sector.

EURO-MEI is the European region of UNI-MEI, the media, entertainment and arts sector of UNI and part of UNI-Europa. EURO-MEI represents unions in broadcasting, live performance, film and TV production, arts and sports. EURO-MEI is a clearing house for information useful to its affiliates, particularly those regarding movement of employees across national borders, collective agreements, and legal standards. It aims at developing the European social dialogue in the audiovisual, life performance and sport sectors. EURO-MEI has affiliated unions in the sport sector in Spain, France, Sweden, Belgium, Germany, Italy and Austria.

EASE is the **E**uropean **A**ssociation of **S**port **E**mloyers operating in not-for-profit sport, professional sport and active leisure. It is a European not-for-profit organisation registered in France. It is an independent membership association of national and European sport and active leisure employer organisations wishing to promote social dialogue. EASE, created in 2003, is composed of 7 members: 6 national employer organisations coming from 5 European countries, and 1 European organisation.

The agreed objectives of EASE in all sport and active leisure fields are:

- to understand and defend the rights and moral interests of its members,
- to work together to ensure the harmonious development of the sport and active leisure sector,
- to participate in the European Sectoral Social Dialogue Committee for sports,
- to negotiate at European level on behalf of employers in sport and active leisure.

Sport and active leisure is regarded as a whole even if sub-sectors are identified. The work of EASE is organised through 3 commissions to encompass the specific interests of the sub-sectors: not-for-profit sport, professional sport, and active leisure (fitness and outdoors).

The European Commission will examine EASE and EURO-MEI through its conception of representativeness (see "The sectoral social dialogue").

APPENDIX 3: RBT DATABASE - SOCIAL PARTNERS IN THE SPORT SECTOR IN THE EU

EU 27	Social partners	Employee organisations	Employer organisations	Helpful stakeholders	Voluntary sport	Professional sport	Fitness	Outdoors	all sub-sectors	non-attached to any sub-sector
Austria	5	4	1	6	1	3	1	1	1	8
Belgium	12	7	5	4	2	6	5	2	2	7
Bulgaria	1	1	x	5	x	2	x	x	x	5
Cyprus	2	2	x	x	1	2	1	1	1	x
Czech Republic	3	2	1	8	x	x	x	x	x	11
Denmark	6	4	2	1	1	4	x	x	x	3
Estonia	x	x	x	1	0	x	x	x	x	1
Finland	18	12	6	1	1	3	2	1	1	16
France	26	18	8	1	10	19	10	11	9	6
Germany	9	8	1	1	x	7	2	x	x	1
Greece	2	2	x	x	x	1	x	x	x	1
Hungary	4	2	2	7	4	3	x	x	x	6
Ireland	5	2	3	x	1	1	x	x	x	3
Italy	27	18	9	4	6	15	9	2	x	6
Latvia	1	1	x	x	1	1	1	1	1	x
Lithuania	6	3	3	x	2	5	1	1	1	x
Luxembourg	1	1	x	x	1	1	1	1	1	x
Malta	2	2	x	1	2	3	1	1	1	x
Netherlands	18	11	7	1	8	13	7	8	6	3
Poland	5	4	1	6	x	1	x	x	x	10
Portugal	14	6	8	9	5	8	4	5	1	9
Romania	1	1	x	x	1	1	x	x	x	x
Slovakia	x	x	x	x	x	x	x	x	x	x
Slovenia	1	1	x	x	x	1	x	x	x	x
Spain	26	13	13	3	7	11	4	4	1	6
Sweden	5	4	1	x	2	3	1	1	1	2
UK	30	25	5	4	5	21	2	4	1	9
EU	7	4	3	3	2	7	3	2	2	2

	Social partners	Employee organisations	Employer organisations	Helpful stakeholders	Voluntary sport	Professional sport	Fitness	Outdoors	all	non-attached to any sub-sector
Total	237	158	79	66	63	142	55	46	30	115

Non members of the EU

Country	Social partners	Employee organisations	Employer organisations	Helpful stakeholders	Voluntary sport	Professional sport	Fitness	Outdoors	all	non-attached to any sub-sector
Norway	1	1	x	x	x	1	x	x	x	x
Switzerland	1	1	x	x	x	x	x	x	x	1
Turkey	x	x	x	x	x	x	x	x	x	x
Total	2	2	x	x	x	1	x	x	x	1