

# Agreement on the formation of Sopra Steria Group's European Works Council

( official version in French – Indicative Translation)

Between:

**Sopra Steria Groupe SA**, a limited company, with a share capital of 20,547,701 Euros, registered on the Anancy Company and Trade Register under the number 326,820,065, having its registered office in Anancy (74940), at PAE Les Glaisins, Anancy-le-Vieux, represented by \_\_\_\_\_, Social Legal Director duly authorised for the purposes hereof,

And

The members of the **Special Negotiating Body**, following a majority vote by its members

hereafter referred to as the 'Special Negotiating Body'.



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# Preamble

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Pursuant to the European Directive of the 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees, reviewed by the Directive of 6 May 2009, and transposed into French law by means of the law of 12 November 1996 and by the ruling of 20 October, Sopra Steria Management and employee representatives forming the Special Negotiating Body wish to set up a European Works Council (EWC) at Sopra Steria Group level in order to develop and promote social dialogue at European level.

Aware of the importance of social relations, the signatories of this agreement wish to establish the EWC as a forum for exchanging information and consultation, enabling employee representatives to be aware of and understand Management decisions, while having the possibility of making proposals to improve said decisions.

The parties confirm their willingness for the European Works Council established to be a forum for exchanging information and consultation where all parties will seek to ensure a balance between the interests of employees and those of the Group.

Social partners are also aware of the increasing pace of change linked to the group's business, and the need for responsiveness in terms of adapting the company. As such, the aim of this agreement is to enable management to inform and consult the EWC as quickly as possible when plans fall within the scope of this body, and conversely to ensure the EWC is able to rapidly take a stance on the matters presented.

The European Works Council is therefore a forum for informing and consulting with employee representatives on matters concerning the group's companies that are part of the European Union or the European Economic Area.

In view of this willingness, and following negotiation meetings held between February 18, June 10, October 14, 2022, the parties agreed on this agreement whose provisions aim to establish the scope of application, implementation arrangements, competencies, formation, operations, and resources of Sopra Steria Group's European Works Council.

Provisions set forth in this agreement supersede all previous provisions.

**The parties have agreed the following:**

## Article 1 – Establishment of a European Works Council

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A European Works Council is formed at the level of the Sopra Steria Group's prevailing company: Sopra Steria Group, whose headquarters are in France. The European Works Council has a legal personality.

## Article 2 – Scope covered by the European Works Council

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The European Works Council covers all Sopra Steria Group Companies in the European Union (EU) and the European Economic Area (EEA), as provided for in the definition of group in article L. 2331-1 of the French Labour Code.

## Article 3 – Role of the European Works Council

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Sopra Steria Group's European Works Council is a strategic body for social dialogue at European level.

Thus, the Council's objective is to guarantee employees' right to information and consultation at the level of the community-scale group, i.e. especially exchange of opinions and establishment of a social dialogue on all matters that are important for the life of the group, and which involve several States and are transnational.

As a result, the European Works Council's action is an effective way to ensure the group's sustainable development, at transnational level, both in economic and social terms.

## Article 4 – Composition of the European Works Council employee delegation

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### **4.1 Members of the employee delegation**

The employee delegation is made up of members, whose number depends on the group's headcount and their geographical location, as established in this agreement.

The number of seats allocated to the employee delegation is established each time the Council is renewed.

All members of the employee delegation, regardless of their status, automatically lose their mandate when they cease to be an employee of a company belonging to Sopra Steria Group. Where necessary, the seat will be reallocated to an employee in the country in question, under the same conditions as the original appointment.

Every time a new member is appointed within the EWC, members will update a summary the Council's composition with the following information: name, company, country, email address and telephone number.

The term of office is set at 4 years.

#### **4.1.1 Full members**

At least one "member" representing employees in each country included in the scope described in Article 2 of this agreement is appointed.

Seats are proportionally allocated to the workforce employed under fixed-term or open-ended contracts in each country in question.

Therefore, all countries where:

- up to 10% of the group's employees work receive a seat;
- more than 10 to 20% of the group's employees work receive two seats;
- more than 20 to 30% of the group's employees work receive three seats;
- more than 30 to 40% of the group's employees work receive four seats;
- more than 40 to 50% of the group's employees work receive five seats;
- more than 50 to 60% of the group's employees work receive six seats;
- more than 60 to 70% of the group's employees work receive seven seats;
- more than 70 to 80% of the group's employees work receive eight seats;
- more than 80 to 90% of the group's employees work receive nine seats;
- more than 90% of the group's employees work receive 10 seats.

All members are elected or appointed in accordance with their national legislation.

In the absence of relevant applicable national provisions, appointments are made by means of a vote of employee representatives elected in the entity or entities in the countries under consideration, or in the absence of elected employee representatives in the country under consideration, by means of a direct vote of employees.

In each country under consideration, company Management undertakes to provide the resources required to organise appointment of members of the EWC, in accordance with local legislation, practices, and agreements. If one or several of the group's companies are present in one country, the group will assign responsibility for managing organisation of the appointment process to one of the entities in the county under consideration

The parties responsible for appointments will ensure balanced representation of employees in so far as possible, which according to various applicable local legislation, considers either business activity, category of employees, or even employee gender.

Members have voting rights within the council.

#### **4.1.2 Deputy members**

The employee delegation includes an equal number of full members and deputy members.

The deputy replaces the full member at the committee when necessary. The deputy member only attends meetings if the full member is absent.

The deputy is elected and appointed at the same time and under the same conditions as the full member.

When the deputy member replaces the full member, the deputy has the same rights and responsibilities.

#### **4.2 Protection of employee delegation members**

All full or deputy members of the employee delegation, regardless of their status, receive protection provided by their national legislation and shall not be subject to any form of discrimination whatsoever due to their participation in the Council.

## Article 5 - Composition of the European Works Council employer delegation

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The employer representative is appointed by Sopra Steria Group's controlling company, i.e. the company Sopra Steria Group.

The European Works Council is chaired by the Sopra Steria Group Chief Executive Officer, who may authorise a group executive or officer to represent them.

For the purposes of assistance, the Council Chairman may be accompanied by one or several people of their choice, in an advisory capacity, provided their number does not exceed the number of people in the employee delegation.

## Article 6 – Bureau of the European Works Council

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### **6.1 Composition of the Bureau**

During the first plenary meeting following appointment of members or renewal of the terms of office, the full members of the employee delegation shall elect a Secretary, a first Deputy Secretary and a second Deputy Secretary from among themselves, by means of a simple majority of the votes cast. Members of the Bureau are necessarily full members.

In the case of a tie between the candidates receiving the most votes, a second round is organised between the candidates in question. In the event of a tie once again, the oldest candidate shall be deemed to be elected.

The first Deputy Secretary shall perform the role of Secretary in the event of absence, unavailability, or termination of the Secretary's term of office. If the first Deputy Secretary is absent, they are replaced by the second Deputy Secretary.

In the event of a lack of candidates for Secretary, the oldest member shall assume the term of office until the next plenary meeting when a new vote will be organised. This rule also applies to the terms of office of the Deputy Secretaries.

## **6.2 Renewal of the Bureau**

Members of the Bureau are only appointed for the duration of their term of office, in accordance with provisions set forth in Article 4 of this Agreement. If this term of office is terminated for any reason whatsoever, Sopra Steria's Management will inform the employee delegation so that it can reassemble the Bureau during the next plenary meeting.

Upon request by the majority of members, members of the Bureau can be modified during their term of office for the remaining duration of the members of the employee delegation's mandate.

## **6.3 Role of the Bureau**

The Bureau organises the employee delegation's work and liaises between the employee delegation and the Council Chairman. The Bureau prepares Sopra Steria Group's European Works Council meetings.

## **6.4 Role of the Secretary**

The Secretary, assisted by the Deputy Secretaries where necessary, must perform the following tasks:

- Jointly agree on the agenda for sessions with the Chairman;
- Draft concise minutes of all plenary meetings and subsequently submit them to the members of the employee delegation and the Council Chairman for approval; minutes shall reflect the main areas of agreement and disagreement, decisions, and action;
- Ensure the minutes, provided by Sopra Steria Group Management, are sent to Council members, and to the Management of the different companies who will be responsible for sending

the minutes to representative bodies of their company in their respective county, in the two months following the plenary meeting;

- Ensure smooth conduct of preparatory meetings;
- Coordinate exchanges of general information between the members of the employee delegation and the Council Chairman so as to ensure employee representatives are informed and consulted on all matters falling under the Council's jurisdiction;
- Represent the Council, as a legal entity, with respect to third parties;
- Ensure Council documents, are archived and ensure said archives are passed on to their successor;
- Attend to Council correspondence, in its capacity as legal entity.

## Article 7 – Organisation of European Works Council meetings

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### **7.1 Agenda**

The agenda is jointly established by the Chairman and the Secretary of the Council, taking into account its members proposals.

The agenda is sent to Committee members at least 15 days before the plenary meeting.

In the event of a disagreement, the Chairman sets the agenda as a last resort and sends it out at least 10 days before the meeting. Matters subject to disagreement are added to the appendices of the meeting minutes.

In an emergency, the Chairman sets the agenda and sends it to the Secretary as swiftly as possible.

One of the council meetings will address, at least, an annual report prepared by the Chairman, on the likely developments group activities and its prospects. The council will be consulted on this report.

### **7.2 Matters addressed**

In continuation of Article 3 of this agreement, social dialogue at Council level will address transnational matters relating to Sopra Steria Group and the companies that form it within the European Union or the European Economic Area, under the following areas:

- the structure of the company or group of companies,
- its economic and financial situation,
- likely developments in its business activities,
- production, and sales,



- current state of and likely developments in employment,
- investments,
- significant changes in organisation, introduction of new working methods, or new production procedures,
- production relocation,
- mergers
- closure of companies or significant parts thereof,
- mass redundancies.

The Council will be informed of these matters.

Documents prepared by the company for members of the Council will be translated in French and in English and sent out before the meeting, typically with the agenda, and as an exception at least five working days before the meeting date, except if a meeting is organised urgently.

### **7.2.1 Provision of Information**

Providing information involves relaying information to employee representatives so that they can acquaint themselves with the subject matter and review it. Appropriate information shall be provided at the appropriate time and in the appropriate manner, so as to allow employee representatives to examine the potential impact of this information and, where appropriate, to prepare for consultation with company management, or management of the group's prevailing company of community-scale groups of undertakings, or any other level of management as appropriate.

Providing members of the Council with information does not result in the body expressing a formal opinion.

However, members of the Council may, in this framework, express their opinion informally.

### **7.2.2 Consultation**

Consultation involves organising an exchange of views and establishing dialogue with employee representatives at the appropriate time, in the appropriate manner with appropriate contents so as to enable the later to express a formal opinion on the matters subject to consultation, based on the information provided and within a reasonable timeframe,

Members of the Council are called upon to express their formal opinion on all of Management's transnational plans having a significant impact on employees' interests.

Plans are considered transnational when:

- they impact all of the Group's companies that are part of the European Union or the European Economic Area

or when:

- they result in a project decided on at the level of Group headquarters, involving local measures in the Group's companies located in at least two countries of the European Union or the European Economic Area.

A project is deemed to significantly impact employees' interests when it impacts at least 50% of the workforce. An employee is considered to be impacted in the event of employment contract termination, at the initiative of the employer.

Members of the Council must issue their opinion no later than one month after information on the project in question is provided. Failing this, the Council is deemed to have been consulted and to have issued a negative opinion after this period has expired.

When an expert advisor is consulted, the deadline prescribed in the first paragraph is extended to two months.

Members of the Council can decide, on the basis of a majority, not to issue an opinion on the transnational project on which they have been regularly informed by Management. In this case, this stance will be recorded in the minutes.

In the event of an emergency, group management may request that submission deadlines be shorter than the aforementioned deadlines, on a reasoned basis.

### **7.3 Frequency of meetings**

#### **7.3.1. Plenary meetings**

The Council gathers at least twice per year, as convened by its Chairman.

One of the meetings is held within eight weeks following the Sopra Steria Board of Directors meeting reviewing the accounts of the previous fiscal year.

A second meeting is held in the autumn, unless otherwise decided by the Chairman and the majority of the Council members, coordinated by their Secretary.

If necessary, following consultation with the Secretary, additional working meetings may be held before or after the plenary meeting with Management and the Council.

#### **7.3.2 Exceptional meetings**

In the event of a transnational project requiring Council consultation between two plenary meetings, a Council meeting may be organised, either at the initiative of the Council Chairman, or upon the request of at least half of the full members and in agreement with the Council Chairman.

The date of the exceptional meeting will be set depending on the proposed operation's schedule requirements.

In the instance of the latter, the Secretary must inform the Chairman in writing, specifying the names or the members making the request as well as their reasons for said request. The Council Secretary and the Chairman will jointly agree on the date of the exceptional meeting within 45 days.

In any instance, the Chairman will send out documents on the agenda in advance.

To ensure the body's responsiveness, exceptional meetings may be held using video- or audioconference resources such as Teams.

#### **7.4 Organisation of meetings**

The Council's plenary meetings are held over a maximum of a day, with the Chairman present. A lunch break must be organised during the interval. Following the plenary meeting, members of the employee delegation may have a meeting or video conference room available to them and interpreter assistance for a maximum of one hour in order to debrief between them. The meeting room and translation will be provided by the company. The preparatory meeting will be added to the delegation time set forth in article 10.5 of this agreement.

Furthermore, the employee delegation shall have the option to meet the day before, in the afternoon, in order to exchange views during a Preparatory meeting. The meeting room and translation will be provided by the company. This meeting will be added to the delegation time set forth in article 10.5 of this agreement.

#### **7.5 Venue of meetings**

One of the two plenary meetings will be held using video- or audio conference resources such as Teams.

By way of exception, especially in the event of specific health restrictions, the two plenary meetings may be held remotely.

The Council's in-person plenary meetings will be held in the region of Paris or in one of the countries covered by this agreement. Sopra Steria Group's Management will ensure meeting rooms are reserved and that translation and note taking are also provided accordingly.

Preparatory meetings will be held under the same arrangements as the plenary meetings they precede. As such, if the plenary meeting is held remotely, the preparatory meeting cannot be held in person.

Exceptional meetings and working meetings after plenary meetings may be held using video- or audioconferencing resources such as Teams.

#### **7.6 Voting arrangements**

Except if otherwise provided in this agreement, when a vote is required, Council decisions shall be taken by a show of hands, based on the majority vote of members.

## Article 8 –European Works Council rules of procedure

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This agreement shall serve as rules of procedures until the Council establishes separate rules. In the event of any contradictions or ambiguity, this agreement shall prevail over the rules.

## Article 9 – Language

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Discussions will be held in French and in English. Sopra Steria Group's Management will set up translation resources in these two languages during the meetings provided for in Article 7 of this agreement.

Documents prepared by the Chairman for the members of the Council will be translated into French and English.

## Article 10 – European Works Council resources

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### **10.1 Training**

At the start of their term of office, members of the European Works Council will receive economic and social training aiming at providing them with a better understanding of the group and the various applicable social legislations. As far as possible, this training will be positioned in the days before or after one of the Council's first meetings.

All members of the Council have the right to language training (English or French), whose implementation conditions must be approved beforehand by the Council Chairman.

### **10.2 Assistance of an expert**

The Council may be assisted by an expert of its choice as necessary so as to understand the matter submitted for consultation. The expert may take part in prior meetings and the employee representative consultation meeting.

The expert submits their report at the latest fifteen days before the European Works Council deadline expires.

Request for expertise cannot slow down the Group decision making process.

The expert's presence in the plenary meeting is limited to presentation of their rapport. If necessary, the Secretary may organise a prior meeting to present the report via videoconference, with the assistance of simultaneous translation in English and in French.

Sopra Steria Group shall bear the financial costs provided that the expert's assignment and fees are clearly explained to and accepted by the Council Chairman.

In so far as possible, one of two experts will be selected via a competitive process as requested by the Group. Expert fees will be negotiated by Sopra Steria Group. This negotiation may not adversely affect the quality of the expert nor their deadline. The Bureau will be informed of the result of negotiations.

In the event of a disagreement, the dispute will be settled in the competent French court.

### **10.3 Coordination between the European Works Council and national bodies**

Information and consultation of the European Works Council shall be linked to those of the other employee representation bodies and those implemented under the rule of law in Member States where the company or undertaking is located, with due regard to their respective competences and areas of action.

In the event where consultation of national bodies is provided for by applicable national law, the information and consultation process is conducted within the European Works Council and the national employee representation bodies, there being no need to respect an established order of priority.

Information and consultation of the European Works Council will not have the effect of reducing allocations of national employee representative bodies.

### **10.4 Time spent in meetings**

All individual or collective meetings organised with the Council Chairman and the time spent in meetings provided for in Article 7.3 of this agreement are deemed to be working time and paid according to the normal schedule.

### **10.5 Time set aside for Council activities**

In addition to the time spent in Council plenary and preparatory meetings, members also have time set aside for Council activities.

To properly execute the tasks entrusted to them, members of the Bureau have time set aside for Council activities so that they can fulfil their role.

Members have the following time set aside, depending on their role:

- 2 days per years for full members
- 1 day per year for deputy members
- 8 days per year for members of the bureau.

These days can be expressed in hours, depending on local legislation on working time, based on normal legal or contractual working hours. If the aforementioned principles prove to be insufficient, additional time will be subject to agreement from the Chairman.

This total assignment does not include the time spent in meetings described in Article 10.4

This time is reviewed on an annual basis when headcount is reviewed and a joint decision between members of the European Works Council and the Chairman is taken and applied to the new year as necessary.

Sopra Steria Group will inform country managers and Human Resources departments of the role and workings of the European Works Council at the start of a term of office. They will also be informed of all meetings. All representatives may request an interview with their management at the start of their term of office in order to ensure common understanding.

### **10.6 Overtime**

Members of the employee delegation who must travel to Council meetings by plane or train are entitled to time in lieu for their time spent travelling to Council meetings, only if this time is taken outside of regular working hours and it exceeds standard commuting time. Members are also entitled to time in lieu when meeting duration exceeds their contractual working time, including travel time, in accordance with their local legislation and rules.

Local legislation and rules on overtime and travel time will be upheld in all circumstances.

### **10.7 Meeting expenses**

Expenses linked to organising meetings, like translation fees, shall be borne by Sopra Steria Group.

Travel and accommodation expenses of the employee delegation members, when they are convened by the Council Chairman, will be incurred in accordance with applicable internal rules in each entity.

As such, members of the employee delegation living outside of the Paris region, or on the outskirts of the city hosting the meeting for meetings held outside of France, have the option of reserving a hotel the evening before and the evening of the plenary meeting, in accordance with their home entity's rules on expense reimbursement.

If additional expenses are incurred to ensure proper European Works Council operation, expenses will be covered by Sopra Steria Group. All expenses must be approved in advance by the Chairman.

### **10.8 IT and communication resources**

Members of the Bureau who do not have a laptop computer and/or telephone as part of their professional activity will be assigned these resources, or access to these resources by their home company.

Members of the Bureau will also have access to hardware and software to organise meetings remotely.

All information will be sent to members electronically.

### **10.9 Translation services**

Sopra Steria Group will provide a translation service for members of the European Works Council. Arrangements for using this service, as well as related expenses will be subject to an agreement between the Chairman and the Secretary.

## Article 11 – Implementation terms and conditions of the agreement

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### **11.1 Term of the agreement**

This agreement shall be effective on the date it is signed. It is established for an indefinite period.

### **11.2 Review and termination of the agreement**

This agreement may be reviewed or supplemented by means of an amendment concluded with a majority of at least two-thirds of voting members and in agreement with the Council Chairman.

This agreement may be terminated by the Council Chairman or by a majority of two-thirds of voting members, with a notice period of three months. The decision to terminate the agreement must be served during a council meeting or in a letter sent to the other parties.

In this case, the agreement ceases to be in force after a twelve-month period expires. During these 12 months, it continues to apply, and negotiations must be organised with the members of the Council.

If negotiations to obtain a new agreement are not conclusive at the end of the 12 months, the European Works Council will operate in accordance with applicable legal provisions for a council

established in the absence of an agreement (currently formalised in Articles L. 2343-1 et seq. of the French Labour Code).

In case of termination, mandates will run until the end of their term. However, the following terms of office will be based on current applicable legal provisions on Council formation in the absence of an agreement.

### **11.3 New acquisitions and divestment**

All new acquisitions of companies falling under the scope of this agreement shall be taken into account during Council renewal.

If a company is divested, terms of office from this company shall cease on the date the company is divested.

### **11.4 Applicable law**

Except for appointment of members of the employee delegation which must take place in accordance with all members' national law, the Council is governed French law.

### **11.5 Relevant jurisdiction**

Except for disputes concerning appointment of members of the employee delegation to the Council, which are processed by national jurisdiction of the members challenged, French courts have sole jurisdiction to resolve any disputes that may arise.

### **11.6 Confidentiality**

Information shared with members of the Council are intended to be shared across the entire Sopra Steria Group. However, in certain circumstances, members of the Council may have access to confidential information. In this case, the Council Chairman shall inform them which information is confidential and, where necessary, for what period.

This confidential information must be kept secret by all members of the Council, even after loss of their mandate, in accordance with provisions on professional secrecy and discretion. None of this information can be recorded in the minutes following the meeting.

This duty of confidentiality also applies to the expert provided for in Article 10.2 and the interpreters provided for in Article 9 of this agreement.

### **11.7 Translation of the agreement**

The French language is the contractual language used by the parties signing this agreement and its future amendments. However, it will be subject to a version translated into English, after all subsequent revisions.



### **11.8 Publicity**

This agreement will be submitted to the *DREETS* (French regional directorates for the economy, employment, labour, and solidarity) and the registry of the *Conseil des Prud'hommes* (French labour tribunal) where it is signed.

Signed in Paris, 7 december 2022