

**AGREEMENT FOR  
ESTABLISHING A EUROPEAN SOCIAL DIALOGUE BODY  
WITHIN THE LACTALIS GROUP AND DETERMINING  
HOW IT WILL OPERATE**

BETWEEN

Lactalis Group management, represented by Mr Mickaël Cottin, as Social Relations Manager of the Lactalis Group,

AND

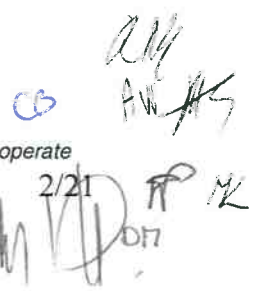
The **Special Negotiating Body** (SNB) for the majority of its members, according to the list at the end of this agreement.

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## FOREWORD

Through this agreement, Lactalis Group management and the members of the Special Negotiating Body (SNB) wish to establish a European Body for information, exchange of views and discussions as part of the group's European activities.

Indeed, in accordance with Directive 2009/38/EC of 6 May 2009 and the provisions of Articles L 2342-1 et seq. of the Labour Law, it seems appropriate to organise a method for informing and consulting the group's employees on international issues, at European level.

The aim of this agreement is to promote understanding, among employee representatives, of the group's activities in European Union member states, in order to maintain a high level of social dialogue beyond national levels.

It was, therefore, agreed to set up a European Social Dialogue Body for this purpose within the Lactalis Group.

**IT HAS BEEN AGREED AS FOLLOWS:**

**ARTICLE 1. SCOPE FOR APPLICATION OF THE AGREEMENT**

It should be noted that the Lactalis Group is an international group whose main company headquarters are located in France.

The parties agree that the scope of the European Social Dialogue Body covers European Union (EU) or European Economic Area (EEA) member states in which the Lactalis group develops activities via its companies in the following conditions:

- At least one industrial activity/warehouse,
- At least 100 employees within the country.

For the purpose of this agreement, 'Lactalis Group' with a community dimension means the group consisting of companies established within the scope defined above, in accordance with Article L 2331-1 of French Labour Law.

The list of countries concerned, and the corresponding number of employees at the time this agreement is signed, are included in an annex to this agreement.

If the conditions outlined in paragraph 2 of this agreement no longer apply while it is in force, the representative(s) of the countries in question maintain their mandate as European Social Dialogue Body members until its term, as defined in Article 3 of this agreement.

However, the appointed or elected European Social Dialogue Body members' term or terms of office in relation to a state will immediately end if the activities or companies of that State are no longer part of Lactalis group as defined in Article L 2331-1 of the Labour Code.

If the conditions outlined in paragraph 2 of this article are fulfilled for a European Union (EU) or a European Economic Area (EEA) country not listed in the Appendix, during the first half of the term of office, the country may integrate the European Social Dialogue Body.

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If the conditions outlined in paragraph 2 of this article are only fulfilled for a European Union (EU) or European Economic Area (EEA) country not listed in the Appendix, during the second half of the term of office, the country will only be able to integrate the European Social Dialogue Body for the following term.

In the context of the Brexit procedure undertaken by the United Kingdom, this state should leave the perimeter of the European Economic Area in 2019. However, it is agreed that, if the procedure is called into question, and the United Kingdom were to definitively renounce leaving the European Economic Area, its participation in the European Social Dialogue Body would be reconsidered.

In such circumstances, the United Kingdom would then be able to appoint a representative and their substitute to the European Social Dialogue Body for the first term following the decision to remain within the European Economic Area.

Furthermore, it is hereby agreed that on the date of signature of the agreement that while Greece does not meet the conditions specified in paragraph 2 of this article but has the particularity of having an industrial facility, its representative shall be invited in the capacity of observer, with no voting rights, for the first term.

## **ARTICLE 2. PURPOSE**

The purpose of this agreement is to establish a European Social Dialogue Body, within the Lactalis group by:

- Determining its composition,
- Determining how the said Body's meetings are to be organised,
- Determining its means,
- Defining its responsibilities
- Setting the obligations for European Social Dialogue Body members.

## **ARTICLE 3. COMPOSITION OF THE EUROPEAN SOCIAL DIALOGUE BODY AND EFFECTIVE DATE OF MANDATE**

### **3.1. Composition of European Social Dialogue Body delegations**

The European Social Dialogue Body is made up of:

- A Lactalis delegation comprising:
  - The Group Human Resources Managing Director,
  - The Group Social Relations Manager,
  - The Italy Human Resources Manager,
  - The Social Relations Manager for Spain.

Members of the Lactalis delegation do not take part in the body's votes in the conditions defined in Article 6.

- An employee delegation, the composition of which depends on the number of employees in each of the States defined in Article 1 of this agreement.

The number of seats for members on the European Social Dialogue Body for each of the States mentioned in Article 1 hereof will be determined as follows:

- Up to 10% of the total workforce: 1 seat;
- From more than 10% to 20% of the total workforce: 2 seats;
- From more than 20% to 30% of the total workforce: 3 seats;
- From more than 30% to 40% of the total workforce: 4 seats;
- From more than 40% to 50% of the total workforce: 5 seats;
- From more than 50% to 60% of the total workforce: 6 seats;
- From more than 60% to 70% of the total workforce: 7 seats;
- From more than 70% to 80% of the total workforce: 8 seats;
- From more than 80% to 90% of the total workforce: 9 seats;
- More than 90% of the total workforce: 10 seats.

In accordance with the rules defined in this article, the composition of the European Social Dialogue Body employee delegation at the time this agreement is signed, is attached to this agreement for information purposes (Appendix 1).

With reference to Article L 2344-4 of French Labour Law, members are elected or appointed in each country in accordance with the procedures defined by national legislation. The appointment procedure will be implemented in each country within the six months before the term of office ends.

The workforce taken into consideration within each country will be communicated to members six months before the end of the term of office.

### **3.2. Duration of terms of office and mandates**

The term of office for European Social Dialogue Body employee members is four calendar years. The first term of office will take effect on 1 January 2020.

For the purpose of this agreement, a term of office is a period of four calendar years for which European Social Dialogue Body members and substitutes are elected or appointed.

### **3.3. Establishment and composition of the employee delegation for the first mandate**

For the body's first term running from 1 January 2020 to 31 December 2023, it is agreed that Special Negotiating Body members will make up the employee delegation of the European Social Dialogue Body.

For countries that have not appointed a substitute at the time full members of the Special Negotiating Body were appointed (France, Italy, Spain, Luxembourg, Croatia, Czech Republic, Sweden, and Slovenia), following signature of this agreement, and before the first European Social Dialogue Body meeting, appointment or election of an equal number of substitutes will be carried out in the same conditions as for the members. The election or appointment of substitutes in question will be in effect for the duration of the term running from 1 January 2020 to 31 December 2023.

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Substitutes will effectively assume their duties:

- ✓ In the event of permanent termination of the member's employment contract or resignation from their position in the European Social Dialogue Body, and for the remaining duration of the term of office.
- ✓ Or in the case of temporary absence by the member during a meeting and for the duration of the absence.

It is specified that it is the representative member's responsibility to inform the substitute of information concerning the European Social Dialogue Body.

### **3.4. Establishment and composition of the employee delegation for the following mandates**

For terms of office after 31 December 2023:

- the election or appointment of members will be carried out under the conditions defined above.
- for each of the countries, substitutes will be elected or appointed at the same time and under the same conditions as for members, pursuant to local law. Substitutes will only assume their duties:
  - ✓ In the event of permanent termination of the member's employment contract or resignation from their position in the European Social Dialogue Body, and for the remaining duration of the term of office.
  - ✓ Or in the case of temporary absence by the member during a meeting and for the duration of the absence.

It is specified that it is the representative member's responsibility to inform the substitute of information concerning the European Social Dialogue Body.



## **ARTICLE 4. ORGANISATION OF EUROPEAN SOCIAL DIALOGUE BODY MEETINGS**

### **4.1. Chairpersonship of the European Social Dialogue Body**

The European Social Dialogue Body is chaired by the Social Relations Manager of the Lactalis Group or any other person assigned for this purpose.

The Lactalis delegation also includes the people defined in Article 3 hereof.

### **4.2. Appointment of an administrative secretary for the meeting**

It is agreed that the Chairperson will appoint an administrative secretary, who is not part of the Lactalis or employee delegation. Their role is to record European Social Dialogue Body debates and decisions and formalise the corresponding minutes.

The administrative secretary is present at all European Social Dialogue Body meetings but does not take part in discussions or votes.

### **4.3. Appointment of a permanent secretary and assistant secretary**

Prior to the first European Social Dialogue Body meeting, a permanent secretary and an assistant secretary are appointed by a majority vote of the members in attendance, from among the members of the employee delegation, and by it, for the duration of the mandate.

The permanent secretary approves and signs the European Social Dialogue Body meeting minutes.

In the absence of the permanent secretary, the assistant secretary approves and signs the minutes for the European Social Dialogue Body meeting.

### **4.4. Number of meetings**

The European Social Dialogue Body meets once per calendar year, on the Chairperson's initiative.

The meeting takes place at Group headquarters in Laval (France). Exceptionally, one meeting during each term shall be organised in one of the countries represented within the European Social Dialogue Body.

For each annual meeting, the parties will discuss the intended date of the following meeting and the final date will be set by the European Social Dialogue Body Chairperson.

#### 4.5. Agenda and notice

The agenda for the European Social Dialogue Body meeting as well as any supporting documents are established by the Chairperson, after being shared with the permanent secretary and sent, along with the notice, to each of the body's members at least six weeks before the meeting in order to ensure sufficient preparation.

Members may request the translation of the documents into their own language by contacting their Human Resources department in their country of origin. The translation will be issued no later than one month after it has been forwarded.

Prior to the meeting, the permanent secretary will have the opportunity to talk to the members of the European Social Dialogue Body and bring any remarks to the attention of the Chairperson so that the agenda can be adapted accordingly. These remarks must be made known to the Chairperson at least 45 days before the date of the meeting.

#### 4.6. Practical arrangements for the meetings

Practical arrangements for the meetings are Lactalis Group's responsibility.

As such, Lactalis Group will fully cover employee delegation members' expenses when they attend European Social Dialogue Body meetings. These include:

Agreement for establishing a European Social Dialogue Body within the Lactalis group and determining how it will operate

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- Transport costs,
- Accommodation costs,
- Meal costs.

To do so, centralised reservations will be made by Lactalis Group.

Other expenses incurred by the members during their trip (taxi, etc.) will be reimbursed by the country upon presentation of an expenses claim and relevant proof. Reimbursement should not take longer than one month.

Lactalis Group will also cover:

- Practical arrangements for the meetings (booking the meeting room, renting equipment, etc.).
- Simultaneous interpretation services.

Discussions during European Social Dialogue Body meetings will be in French.

However, at each meeting, to ensure that all members have the best understanding of the discussions, Lactalis Group will ensure simultaneous interpretation in European Social Dialogue Body members' native languages.

European Social Dialogue Body meeting minutes and any other documents relating to how it operates will be written in French and translated into English. In their own country, each member of the Body may request the translation of the documents into their own language by contacting their human resources department. The translation will be issued no later than one month after it has been forwarded

In the event of a dispute, the French version will prevail.

#### 4.7. Allocated means

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Preparation time of two days will be allocated to the permanent secretary.

For preparation purposes, members will be entitled to meet for one half-day, the day before the European Social Dialogue Body meeting.



Members will be entitled to meet for half a day in order to debrief the meeting, either on the afternoon of, or the day after, the European Social Dialogue Body meeting.

The Lactalis delegation is not present at these preparatory and debriefing meetings.

It should be noted that meeting and travel time are not to be deducted from members' country delegation hours.

Each member shall benefit from one delegation day per year to allow them to exercise their duties as a member of the European Social Dialogue Body.

#### **4.8. Training for members of the European Social Dialogue Body**

Each member of the European Social Dialogue Body may ask to benefit from one half-day of economic and social training per year in order to improve their understanding of documents received and prepare the meeting. This training shall be provided in group format by the Human Resources department, the day before the annual meeting.

Each member of the European Social Dialogue Body may ask to benefit from one day of training per year, covering the various legal standards applicable in France and with respect to the European Social Dialogue Body. This training shall be provided locally, in their native language, by their site or country Human Resources department.

Each member of the European Social Dialogue Body may ask to benefit from language training, in French or English as a priority. This training shall be provided locally, outside working hours, and paid for out of a budget capped at €1,500 excluding VAT per year in office.

#### **4.9 Intervention of persons with specific expertise**

The Chairperson or the majority of members of the European Social Dialogue Body may request the intervention of any person within Lactalis Group with specific expertise in relation to any item on the agenda.

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## **ARTICLE 5. EUROPEAN SOCIAL DIALOGUE BODY RESPONSIBILITIES**

The parties agree that, considering the nature of Lactalis Group's activities and its organisation, economic and social data are structured and analysed on either a national or international level, particularly through category Division operations.

Thus, the European area, as defined in Article 1 of this agreement, does not constitute an operational perimeter for collecting and consolidating financial, economic and social data.

Consequently, the parties agree to organise the information given to the European Social Dialogue Body based on N-1 data, consolidated on a European level, as follows:

- Change in turnover, production and sales,
- Change in the workforce,
- Industrial investments, particularly their impact in terms of health and safety at work,
- Probable change in group activity that has a significant impact beyond the perimeter of a state, including company takeovers.

The European Social Dialogue Body will be informed and consulted on international issues that have occurred since the previous meeting concerning:

- Restructuring and mergers with an international impact,
- Reduction or closure of a company with a transnational origin, be it structural or short-term.

The information consists in providing the members with the data so they can acquaint themselves with the subject matter.

The consultation is an exchange of views and discussions between group management and European Social Dialogue Body members, after implementation of the project.

The European Social Dialogue Body's responsibilities inevitably have a European dimension. Subjects on the annual meeting agenda must therefore concern at least two countries. Under no circumstances, and at no time will the subjects discussed have priority or be substituted for local procedures in place pursuant to national legislation.

In the case of transnational questions that have a major social and economic impact, shared as such by the secretary and the Chairperson, the latter shall organise, at the request of the permanent secretary or at the Chairperson's initiative, a restricted extraordinary meeting with:

- the member(s) of the countries concerned,
- the permanent secretary,

This meeting will be held using video conferencing via a secure digital communication tool. To ensure that all participants have the best understanding of the discussions, Lactalis Group will ensure simultaneous interpretation into native languages.

The agenda for the extraordinary meeting, as well as any supporting documents, are established by the Chairperson, after being shared with the permanent secretary, and sent, along with the notice, to each of the body's members at least one week before the meeting.

## **ARTICLE 6. CONSULTATION PROCEDURE**

When consulted, European Social Dialogue Body votes are expressed by secret ballot. The minutes report the discussions and indicate the number of votes for and against, as well as any abstentions.

It should be noted that the Lactalis delegation does not take part in the body's votes.

## **ARTICLE 7. MINUTES**

The minutes of the European Social Dialogue Body's discussions and votes are temporarily recorded in a document drafted by the administrative secretary.

This document is sent by the administrative secretary to the permanent secretary for approval within two months following the meeting. The permanent secretary validates the minutes one month at most after receiving them. During this period, if

they consider it necessary to specify or confirm a point drafted in the minutes, the permanent secretary will be entitled to discuss it with the members.

After approval by the permanent secretary, the document is co-signed by the Chairperson and the permanent secretary and sent to all European Social Dialogue Body members no later than three months after the meeting.

The minutes shall be ratified at the start of the following meeting, by a majority vote of those members in attendance.

**ARTICLE 8. SPECIFIC OBLIGATIONS FOR EUROPEAN SOCIAL DIALOGUE BODY MEMBERS**

It should be noted that members of the European Social Dialogue Body are bound by professional secrecy and discretion under the provisions of Article I 2342-12 of French labour law.

All documents issued before, during and after meetings are confidential and for exclusive use by members of the body.

**ARTICLE 9. PRINCIPLES OF BALANCED REPRESENTATION AND NON-DISCRIMINATION**

**9.1. Balanced Representation**

The parties recall their commitment to the principle of balanced representation, particularly regarding gender, age, socio-professional categories and kind of employment, within the European Social Dialogue Body. In states where several representatives are appointed to the European Social Dialogue Body, it is the responsibility of the national trade union organisations involved in the appointment or election process to coordinate their efforts to help ensure that this balance is respected.

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## **9.2. Protection against discrimination associated with the mandate.**

It should be noted that European Social Dialogue Body members benefit from protection against discrimination associated with their role in the European Social Dialogue Body.

## **ARTICLE 10. TERM OF THE AGREEMENT – TERMINATION – AMENDMENT**

### **10.1. Term of the agreement**

This agreement will take effect on 1 January 2020. It is an open-ended agreement.

During the last meeting of each term, a review of the agreement's application will be carried out jointly between management and the members of the European Social Dialogue Body.

### **10.2. Amendment**

Lactalis Group management or European Social Dialogue Body members may request that this agreement be amended under the same majority, form and time conditions as defined in this Article for a termination.

The request for amendment, and the conditions under which it will be carried out will appear on the next European Social Dialogue Body meeting agenda. Any amendments will be made through a joint decision by management and the absolute majority of European Social Dialogue Body.

### **10.3. Termination**

The agreement may be terminated either by Lactalis Group management or by a qualified majority of European Social Dialogue Body members (50% of members + 1 vote in favour of termination, that is at least 10 members based on the current composition of the body).



Termination will be in the form of a letter sent to all European Social Dialogue Body members and substitutes if it is at the group management's initiative. It will be in the form of a letter sent to Lactalis Group management via the group Human Resources Manager, if it is at the initiative of a qualified majority of European Social Dialogue Body members.

➤ Termination during the first mandate

The parties agree that in the case of termination during the first term running from 1 January 2020 to 31 December 2023, the agreement shall continue to apply in all respects until the end of the second term, i.e. 31 December 2027, and thereafter for the period defined in article 10.4.

➤ Termination during the following mandates

From the following mandates onwards, if notice of the termination is given during the first three calendar years of the term of office, the agreement shall continue to apply in all respects until the 31 December of the last year of the term in progress, and thereafter for the period defined in article 10.4.

If notification of termination is given during the fourth year of a term of office, the agreement shall continue to apply in all respects until the 31 December of the fourth year of the following term, and thereafter for the period defined in article 10.4.

#### **10.4. Negotiation and ongoing application of the agreement**

During the calendar year following the end of the periods defined in article 10.3, Lactalis Group management will initiate a Special Negotiating Body in the conditions outlined in Article L 2342-1 of the Labour Code. This Special Negotiating Body will meet for the first time during the calendar year following its final constitution in order to reach an agreement compliant with the provisions of Article L 2342-2 of the Labour Code. During the year in which the Special Negotiation Body is being set up, and throughout the negotiating period, the terminated agreement shall continue to apply.

## **ARTICLE 11. PUBLICATION OF THE AGREEMENT**

This agreement will be filed under the provisions of Article L 2231-6 et seq. and D2231-1-1. Once signed, the text of this agreement will be filed with the LAVAL industrial tribunal.

## **ARTICLE 12. APPLICABLE LAW**

This agreement, including its annexes, will be governed by French law. Any dispute or litigation relating to the conclusion, interpretation, execution or termination of this agreement will be solely under the jurisdiction of French courts

The agreement is written in French and English with five original copies for each language.

A copy in both languages will be sent to each member.

In the event of any difficulty or dispute relating to the interpretation or application of the agreement, the parties agree to refer to the French version. This version will also be binding for legal authorities who may have to deal with any difficulties relating to this agreement.

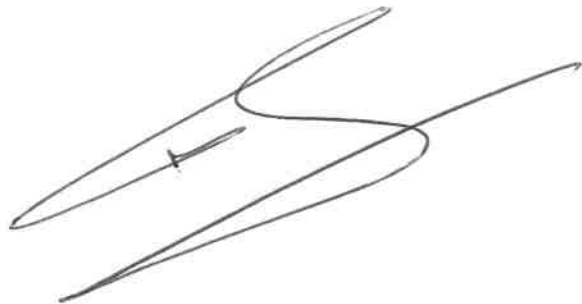
Any dispute or litigation relating to the individual rights and obligations of employee delegation members is governed by laws in force within the country concerned, under the jurisdiction of national courts.

Signed in Laval, on 23 May 2019


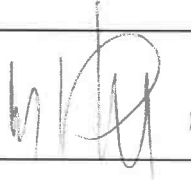
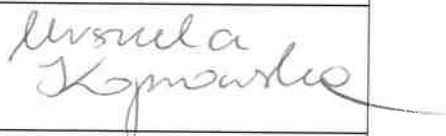

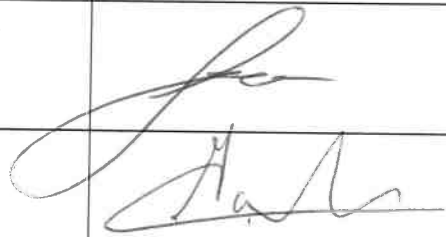
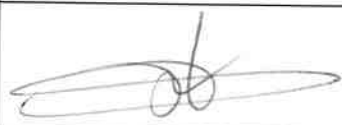
### **MANAGEMENT**

**Mr Mickaël COTTIN**

**Group Social Relations Manager**




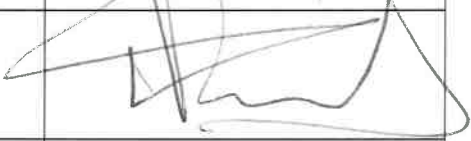


### Members of the Special Negotiating Body

Members of the Special Negotiating Body	Country	Signatures for approval
Mrs Céline BIGOT	France	
Mr Viktor BONIZS	Hungary	
Mr Cornel Florinel COSTELIUC	Romania	
Mr Emmanuel DAVY	France	
Mr Mario GANZU	Italy	
Mr Juan Carlos GARCIA SERRANO	Spain	
Mr Dominik GEISLER	Germany	
Mrs Urszula KOPROWSKA	Poland	
Mr Marko KRALJ	Croatia	
Mr Matjaž LASIČ	Slovenia	
Mr Emmanuel MALOEUVRE	France	
Mr David MARMET	Luxembourg	

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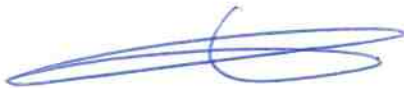
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Mrs Eva NOVAKOVA	Czech Republic	
Mr Roger NYBERG	Sweden	
Mr Thierry PESCHARD	France	
Mr Diego SAVI	Italy	
Mr Heitor URBANO CALHAU DIAS	Portugal	
Mr Pierre VOSS	Belgium	
Mr Alain WANEGUE	France	

The Special Negotiating Body's permanent secretary, present during the signing process, notes that a majority of members have decided to conclude the agreement.

Signature of the Special Negotiating Body's permanent secretary, Mrs Céline BIGOT



**APPENDIX 1**

- 19 members consisting of:

Country	Workforce	Percentage	Number of ESDB members
Belgium	225	0.73%	1
Croatia	1,488	4.83%	1
Czech Republic	696	2.26%	1
France	15,123	49.06%	5
Germany	710	2.30%	1
Hungary	197	0.64%	1
Italy	4,763	15.45%	2
Luxembourg	124	0.40%	1
Poland	1,049	3.40%	1
Portugal	361	1.17%	1
Romania	2,331	7.56%	1
Slovenia	597	1.94%	1
Spain	2,462	7.99%	1
Sweden	698	2.26%	1
<b>TOTAL</b>	<b>30,824</b>	<b>100.00%</b>	<b>19</b>

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