

Agreement on the SNCF European Works Council (EWC)

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LEXICON :

EWC European Works Council (SNCF)
EGC European Group Council (KEOLIS)
ECC European Consultation Council (GEODIS)

Preamble

The historical operations of SNCF in France along with the expansion of its business activities within the European Union and internationally have turned SNCF into a leading multinational group in the transportation sector.

The Signatories to this Agreement intend to promote industrial dialogue within the Group via the creation of a European Works Council, in compliance with the provisions of EU Directive 2009/38/EC adopted by the European Parliament and the European Union Council.

The Signatories have agreed to retain the existing GEODIS European Consultation Council (CEC, "*Comité Européen de Concertation*"), and the KEOLIS European Group Council (CGE, "*Comité de Groupe Européen*"), as they constitute a relevant level for European consultation. The Signatories have consequently agreed that the SNCF European Works Council shall be intended to address transnational matters exceeding the scope of competence of the two above-mentioned councils.

The ambition of the Signatories of this agreement within this geographical space is to make the EWC an information and consultation forum where the Management and personnel representatives will endeavour to ensure that the companies in the Group are efficient, while taking into account the interests of their employees. They are convinced that dialogue between Management and employees can increase the relevance and the effectiveness of the Management's decisions by enabling personnel representatives to know and understand the reasons for them, as well as to make proposals to complete or to improve them. The Signatories thus intend to combine the Group's development with the advancement of employees' physical and moral conditions. They will pay particular attention to issues related to employment, working conditions, occupational health and safety, professional training, mobility, diversity and gender equality at the workplace.

The Signatories further intend to make the EWC an instrument conducive to display and share the social responsibility principles of SNCF Group and its corporate values of public service. They intend to foster the emergence of a strong identity by combining the cultural diversity of the Group's companies.

ARTICLE 1 - SCOPE OF APPLICATION

The Signatories hereby agree that the membership of the EWC shall take into account the EU Member States where SNCF companies operate and over which SNCF exercises its control or a dominant influence, as defined by EU Directive 2009/38/EC and by the French transcription law.

A list of companies in the relevant Member States is annexed hereto in Appendix 1.

The scope thus defined shall be reviewed every two (2) years, in order to account for any changes occurred within the SNCF Group, and make any necessary adjustments, in accordance with the provisions specified in Article 3.2 relative to the allocation of seats among Member States:

- Any new Member State matching the criteria of Article 1 and where the total workforce of the relevant companies is equal to or greater than 225 employees, shall be entitled to a seat and personnel representative on the SNCF EWC.
- Conversely, any Member State where the workforce falls below the threshold of 225 employees shall no longer be entitled to representation on the SNCF EWC.
- Should the workforce in a Member State exceed 1,000 employees, it will be entitled to appoint a second personnel representative on the SNCF EWC.
- Conversely, any Member State where the workforce falls below 1,000 employees while remaining above the 225 employees threshold, shall become entitled to only one seat and personnel representative on the SNCF EWC.

ARTICLE 2 - PREROGATIVES OF THE SNCF EWC

2.1 Competence

The EWC shall constitute a transnational body of dialogue about the strategic orientations and developments at SNCF Group in economic and labour areas. It shall further be a forum of discussions regarding professional and labour practices.

Transnational matters shall be deemed to mean issues arising from a decision or a project adopted by EPIC SNCF, and affecting either all companies included within the scope of application of this Agreement, or at least two companies located in two different Member States within said scope. These include matters which, regardless of the number of Member States involved, are of importance for the European workforce in terms of the scope of their potential effects, or which involve transfers of activities between Member States.

Transnational issues related exclusively to the scope of competence of GEODIS and/or KEOLIS shall continue to be addressed solely within the European representative bodies of said Groups.

The SNCF EWC shall not substitute either for the personnel representation bodies or for the national trade unions existing in the Member States covered under this Agreement, nor shall it challenge the prerogatives held by such personnel representation bodies under national law, which shall remain the only institutions entitled to fully exercise the rights of information and/or consultation regarding national or local issues under their scope of competence.

2.2 Information

In pursuance of the Whereas No. 22 of Directive 2009/38/EC, information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with the Management of the Community-scale group of undertakings

Once a year, said information shall address in particular the topics listed below, based on elements previously communicated to the KEOLIS European Group Council (CGE, *Comité de Groupe Européen*) and the GEODIS European Consultation Council (CEC, *Comité Européen de Concertation*) and will include any items external to said representation bodies (subsidiaries outside of GEODIS and/or KEOLIS scope):

- Structure of the Group;
- Economic and financial position and strategy of the Group;
- Likely developments in its business activities;
- Production and sales;
- Situation and likely trends in employment;
- Capital expenditures;
- Relocations of production;
- Mergers;

In the context of the Annual Report, information shall be provided on the following topics: environmental policy, missions of public interests, equal opportunity and gender equality, training policy, prevention and health & safety policy, working conditions, labour policy in restructuring processes, and mobility policy,

2.3 Consultation

Consultation about transnational matters, as defined above in Item 2.1, shall involve the establishment of dialogue and exchange of views with employees' representatives and the Employer.

Said consultation shall take place at such time and with such content as to enable EWC members to express, within a reasonable deadline and on the basis of the information provided, an opinion which can have a useful effect on the proposed measures subjected to the consultation, and may be taken into consideration by the European-scope group of companies, without prejudice to the responsibilities of the Management.

In particular, the EWC must be consulted once a year on the following topics, based on items previously communicated to the Comité de Groupe SNCF, the KEOLIS European Group Council and/or the GEODIS European Consultation Council, incorporating as well any and all items external to the said three councils (i.e. subsidiaries outside GEODIS and KEOLIS scopes):

- Substantial changes in organisation, introduction of new working methods or production processes;
- Curtailment or closure of companies, business sites, whether wholly or partially;
- Collective dismissals.

Exceptional meetings may be organised under the conditions defined in Article 5.3.

In the event that exceptional circumstances as defined in Article 5.3 affect only the GEODIS or KEOLIS scope, they shall then be addressed within the CGE KEOLIS or CEC GEODIS councils.

The EWC shall further be consulted with regards to any other subjects previously agreed between the Chairman or his/her representative and the Select Committee. Whenever the EWC expresses an opinion, said opinion shall be delivered either during the plenary meeting or in a timely fashion, without calling into question the ability of the Company to adapt.

The Employer shall then provide a reasoned response to said opinion.

In the context of a public share offering on the capital of a company, the Chairman of the EWC or his representative shall not have any obligation to inform or consult the SNCF EWC prior to the release of said public offering.

However, the Chairman shall convene the European Works council or the Select Committee at the earliest possible time following the publication of such public share

offering, enabling the effective presence of EWC members for the transmission of precise written information regarding the content of the share offering and its economic and labour impacts, in particular any potential consequences on employment.

2.4 Linkage with personnel representation bodies in different Member States

The expression of an opinion by the EWC, or the lack thereof, shall not prejudice nor constitute a prerequisite to the implementation and scheduling of any ongoing or planned information and/or consultation procedures with the national personnel representation bodies.

2.5 Expert appraisals

The European Works Council may be assisted by an expert chosen by the Select Committee members. The costs of the expert shall be paid by the Company, whenever necessary to enable him/her to express an opinion in the context of a consultation process as provided in Article 2.3. The Select Committee shall define, by mutual agreement with the Chairman or his/her representative, the subject, duration and budget of the expert's assignment. The expert shall be given access to the documents made available to EWC members. The expert may attend the pre-meetings as referred to in Article 5.4.

In addition, EWC personnel representatives may request access to the expert appraisal on the Group's consolidated accounts presented to the SNCF Group Works Council, which may be complemented with specific points at the request of the EWC Secretary.

Upon expiry of the first term, an experience feedback will be arranged to report on the operation of the EWC. On this occasion, the possibility shall be investigated to set up theme-based and temporary working groups at the joint initiative of the Chairman and EWC employee representatives.

2.6 Expression of EWC's opinion

The EWC shall constitute a forum where its members are free to express their views and opinions regarding all topics within the EWC's scope of competence.

2.7 Information to the personnel

Discussions held within the EWC, along with its opinions, shall be broadly and quickly communicated to all Group employees.

Said communication shall be conducted and disseminated in accordance with the usual practices applicable in each Group company.

The Select Committee and EWC members shall be provided with appropriate resources in order to disseminate information to Group employees, under their own responsibility.

2.8 Creation of an Internet site

Following the establishment of the EWC, an investigation shall be conducted to consider the creation of an Internet site accessible to EWC members and to Management representatives, designed to:

- provide access to all documents relative to EWC meetings,
- provide for exchanges in the form of a discussion forum,
- receive information from the EWC Secretary or the Management in-between EWC meetings.

The Internet site shall be administered by the SNCF Department of Human Resources.

ARTICLE 3 - MEMBERSHIP OF SNCF EWC

3.1 Chairmanship

The SNCF EWC shall be chaired by the SNCF Group Chairman who may delegate this duty by proxy to another member of the Executive Management to represent him.

At each EWC meeting, the Chairman or his delegated representative may be assisted by three assessors, as well as by other Group Managers, depending on the topics addressed on the agenda.

3.2 Personnel Representatives

Members of the SNCF EWC shall be salaried employees of one of the Group companies covered under the scope of application as defined in Article 1 of this Agreement.

Directive 2009/38/EC of the European Parliament and Council provides that EWC members shall be elected or appointed proportionately to the headcount of workers "employed in each Member State by the Community-scale group of undertakings, by allocating to each Member State one seat per portion of employees employed in that Member State amounting to 10%, or a fraction thereof, of the number of workers employed in all the Member States taken together".

In application of the above provision, France, with over 90% of the total headcount at 31 December 2011, shall be assigned 10 seats on the EWC.

Other Member States shall each be allocated one seat on the EWC.

In addition, an additional seat shall be allocated to Member States where SNCF Group has significant sales activities, i.e. the six (6) Member States (other than France) where the headcount exceeds 1,000 employees: Germany, Belgium, Denmark, United Kingdom, Italy and Sweden, as of 31 December 2011.

The number of seats allocated to the respective Member States is listed in Appendix 1 to this Agreement.

EWC members shall be designated in accordance with the rules applicable in each of the respective Member States.

When fulfilling their duties under this Agreement, EWC members shall be afforded a protection and guarantees similar to those provided to workers representatives by the relevant national legislation and/or practices in their country of employment. They shall not be subject to any discrimination due to the legitimate exercise of the tasks of their office, and shall be entitled to appropriate protection with respect to dismissal or any other sanctions.

3.3 Designation of a Substitute Member

For each designated Standing Member, a Substitute Member may also be designated, in accordance with the same rules applicable to the designation of the Standing Member.

The Substitute Member shall attend EWC meetings only in the event that the Standing Member is unable to attend.

3.4 Designation of the Secretary

Elections shall be held by secret ballot.

The Secretary must be employed in the country with the highest headcount represented on the EWC. The Secretary shall be elected at the first plenary EWC meeting among its standing members, by an absolute majority vote of the members in attendance.

Failing an absolute majority, a second ballot round shall be held between the two candidates with the highest number of votes.

In the event of a tie vote, lots shall be drawn to select the Secretary among the two remaining candidates.

The Secretary shall be responsible for drafting the agenda jointly with the Chairman or his representative.

He/she shall represent the EWC to accomplish all duties and formalities related to the civil status of the Council.

3.5 Terms of office

The term of office shall be four (4) years. However, any intermediate designations taking place during the normal term shall terminate at the time of re-elections of the Council.

Any loss of employment in one of the Group subsidiaries shall automatically entail a termination of the members' office.

In the event that a Standing Member loses his/her office, he/she shall be replaced by his/her Substitute or by another person designated to this purpose in the relevant Member State.

The office of an EWC member shall terminate automatically in the event that his/her reporting company exits the scope of SNCF Group as defined in Article 1 above.

3.6 Change in representation

Any changes to the personnel representation, linked to changes in the Group scope, shall take place in accordance with the provisions of Article 1 on Scope.

ARTICLE 4 - SELECT COMMITTEE

4.1 Membership and Establishment of the Select Committee

The Select Committee shall consist of five (5) members (EWC Secretary, two Deputy Secretaries and two members) throughout the term of office.

4.2 Election of Deputy Secretaries and two other members

Elections shall be held by secret ballot.

In order to ensure a balanced representation of the various countries on the Select Committee, the Secretary and Deputy Secretaries shall each be employees from different countries.

The Deputy Secretaries and the two other members shall be elected at the first EWC plenary meeting among the EWC standing members, by an absolute majority vote of the members in attendance.

Failing an absolute majority, a second ballot round shall be held between the two candidates with the highest number of votes.

In the event of a tie vote, lots will be drawn to select the Deputy Secretary among the two remaining candidates.

No single Member State shall hold more than two seats on the Select Committee.

4.3 Term of office and termination of Select Committee members

Select Committee members shall be elected for a term of office of four (4) years, provided they continue to meet the requirements to keep their office as EWC members throughout their term, as specified in Articles 3.5 and 3.6.

4.4 Remit of the Select Committee

Select Committee members shall be tasked with duties of coordination between the Company Management and the EWC personnel representatives regarding any matters related to the operation of the EWC.

The Select Committee may be convened in case of exceptional transnational events as defined in Article 2.3.

ARTICLE 5 - OPERATION AND RESOURCES

5.1 Time credit

The EWC Secretary shall be entitled to an annual time credit of 320 hours.

Select Committee members shall each be entitled to an annual time credit of 120 hours.

Other EWC members shall each be entitled to an annual time credit of 60 hours.

The time spent by EWC members to travel to and from and attend meetings shall not be charged against the time credit granted, and shall be regarded as effective working time.

5.2 EWC plenary meetings

The SNCF EWC shall meet twice a year following the meetings of the CGE KEOLIS and CEC GEODIS. Plenary meetings shall in principle be held in Paris or in another Member State where SNCF Group has operations.

5.3 Exceptional meetings

Exceptional meetings may be convened under the conditions defined in Article 3 of Annex 1 of Directive 2009/38/EC.

5.4 Pre-Meetings

EWC standing members or Select Committee members may, if they so wish, meet for the preceding half-day in order to prepare for the ordinary or extraordinary meetings in the absence of Management representatives. To this purpose, a meeting room and simultaneous interpreting services shall be made available by the Company.

5.5 Debriefing meetings

Immediately after the plenary meeting, members of the EWC or of the Select Committee may, if they so wish, organise a debriefing meeting. To this purpose, a meeting room and simultaneous interpreting services shall be made available by the Company.

5.6 Agenda

The EWC Chairman or his representative and Secretary shall jointly draft the meeting agenda, six weeks prior to the plenary assembly.

Failing a mutual agreement on the contents, the agenda shall be determined by the Chairman or his representative.

The Management shall provide reasoned replies in writing and in all languages, as defined in Article 5.8, for any items rejected by the Chairman or his representative when drafting the agenda.

The agenda shall be forwarded to EWC members two weeks prior to the plenary assembly.

5.7 Meeting Reports

The proceedings of EWC meetings shall be recorded in a Report drafted by the Company, and forwarded to all EWC members following approval from the Secretary. The report shall be translated into all languages specified in Article 5.8 and published on line on the SNCF EWC Internet site.

5.8 Translation

Simultaneous interpreting shall be provided during meetings (plenary assemblies and Select Committee meetings). For the first term of office, interpreting shall be provided in the following languages: French, English, German, Italian, Spanish, Danish, Swedish, Dutch and Romanian.

The Company shall adjust the translation and interpreting procedure as appropriate, taking into account the language skills of the appointed EWC members, in particular when representatives from a new Member State are designated.

The various documents forwarded prior to or distributed during the meetings shall be translated into the above-listed languages.

After two years in operation, and following language training implemented as provided under Article 5.11, the situation shall be reviewed to assess the possibility of reducing the number of languages for written translations.

Translation and interpreting costs shall be paid by the Company.

In the event of any dispute regarding the interpretation of the various documents, the French version shall prevail.

5.9 Time credit and reimbursement of expenses

In order to attend EWC meetings, EWC members shall be entitled to an authorised leave of absence upon presentation of the relevant convening notice to their employer. The time devoted to travel to and from the meeting venue and attend EWC meetings shall not be charged against the personnel representation time credit to which the members may be entitled in their home company, as the case may be.

Similarly, the time devoted to travel to and from the meeting venue and attend EWC meetings shall be regarded as working time and compensated under normal pay conditions. Accordingly, the concerned personnel representatives shall retain their full pay, based on the time devoted to such meetings.

Expenses necessary to the proper performance of the EWC's duties shall be paid by SNCF. The terms and conditions of payment and/or reimbursement of the various expenses incurred by EWC members are annexed hereto in Appendix 2.

In pursuance of Article 10 of Directive 2009/38/EC, the members of the European Works Council shall inform the union representatives of the employees or, in the absence of representatives, the workforce as a whole, of the content and outcome of the consultation procedures conducted in the context of the EWC.

5.10 Means of communication

In order to fulfil the duties of their office, all EWC members shall be given access to a telephone, telecopy, e-mail services, e-mail address, computer and photocopier.

An annual budget of 8,000 euro shall be allocated to the Secretary for purchasing documentation necessary to the proper operation of the EWC. The Secretary shall

forward the relevant invoices to the SNCF Human Resources Department for direct payment.

The Management shall provide the EWC Secretary with a mobile telephone and European-wide flat-fee phone subscription access and internet access.

Upon request from the relevant Members, the Management shall reimburse a flat fee of €20 per month to offset telephone subscription fees.

5.11 Training

Upon approval from the Management, EWC members may attend training programmes necessary to fulfil the tasks of their office, and in particular language classes in English or in French at their request. Training shall take place during working hours.

Training courses may be delivered by accredited training organisations or by national trade unions or European labour federations or confederations.

ARTICLE 6 - OBLIGATION OF CONFIDENTIALITY

In pursuance of Article L 2344-8 of the [French] Labour Code, EWC members shall be bound by an obligation of professional secrecy on all matters related to production processes, and by an obligation of confidentiality regarding all data and information of a confidential nature presented as such by the Company.

Whenever a topic is subjected to said obligation of confidentiality, EWC members shall be informed thereof as early as possible and the caption "*CONFIDENTIAL*" shall be clearly marked on the relevant documents subjected to this obligation, including as needed any indications related to duration or individuals concerned.

ARTICLE 7 - TERM OF AGREEMENT, REVISION, AND RENEGOTIATION

This Agreement shall take effect on the date of its signature and shall remain in force for an indeterminate term. Its entry into force shall automatically dissolve the Special Negotiating Body created to negotiate the EWC Agreement.

This Agreement may be revised by mutual consent between the Management and a majority of EWC standing members.

This Agreement may be denounced by the Management or by a majority of EWC standing members upon a six-month prior notice to terminate.

Upon such prior notice issued by either one of the Parties, the Chairman or his representative shall immediately convene all EWC members to a negotiating round.

Failing a mutual agreement upon expiry of the six-month prior notice, this initial Agreement shall be extended for a term of six months, renewable once. Subsidiary provisions shall be applicable thereafter.

ARTICLE 8 - FILING FORMALITIES AND INTERPRETATION OF THE AGREEMENT

This Agreement shall be filed with the *Direction Régionale des Entreprises de la Concurrence, de la Consommation, du Travail et de l'Emploi* and with the Office of the Clerk of the *Prud'hommes* Industrial Court, in accordance with the provisions of Articles L 2231-5, L 2231-6 and D 2231-2 of the French Labour Code.

This EWC Agreement shall be translated into the respective languages of the countries represented by each EWC member. The French version of this Agreement alone shall however prevail between the Signatories.

This Agreement shall be governed by French law. In the event of any dispute, the French courts alone shall have sole competence to address the matter.

Signed in Paris on

On behalf of SNCF Management

Guillaume PEPY
SNCF Chairman

Members of the Special Negotiating Body signatory to this EWC Agreement:

For Germany

Alexander HESSEL

Thorsten KRAKAU

For Belgium

Failure to designate any representatives

For Denmark

Finn DAMSGAARD
3F

Lars GAARDBO
3F

For Spain

Angel GONZALES
UGT

For France

Pascal COLLIGNON
UNSA

Christian DREYER
CFDT

Sylvain ESNAULT
CGT

Eric FALEMPIN
FO Cheminots

Jean-Luc GIAI-PRON
CGT

Philippe GONCALVES
CFTC Cheminots

Christian JONCRET
CGT

Pierrick TERNOIS
CFDT

Julien TROCCAZ
SUD-Rail

Jean-Marc VEAUX
CFDT

For Hungary

Agnes MATHE

For Italy

Riccardo ZINI
FIT CISL

Monica ZUFFI
FILT-CGIL

For the Netherlands

Wilbert EBBERS
CNV

For Romania

Mihaela BALTAC

For the United Kingdom

Sebastian WIECKOWSKI

For Sweden

Bengt BRYUNGS
S.V. Kommunal
Föbundet

Åsa SKOGLUND
Unionen

APPENDIX 1 - LIST OF COMPANIES PER MEMBER STATE (31/12/11)

State	Total workforce 31/12/11	% Workforce State / Total workforce	Number of seats EWC (Legal provisions)	Number of seats EWC (SNCF provisions)
Germany	3248	1,39%	1	2
Belgium	2397	1,03%	1	2
Denmark	1221	0,52%	1	2
Spain	431	0,18%	1	1
France	213512	91,38%	10	10
United Kingdom	2200	0,94%	1	2
Hungary	447	0,19%	1	1
Italy	1347	0,58%	1	2
Netherlands	870	0,37%	1	1
Romania	471	0,20%	1	1
Sweden	7519	3,22%	1	2
TOTAL	233663	100,00%	20	26

GERMANY

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON GERMANY (GEODIS)	Germany	225
Geodis Logistics Deutschland (GEODIS)	Germany	666
GIRAUD INTERN SPEDITIONS (GEODIS)	Germany	14
GEODIS GLOBAL SOL GERMANY (GEODIS)	Germany	50
Hansebahn Bremen (GEODIS)	Germany	160
FVE (Farge - Vegesacker Eisenbahn) (GEODIS)	Germany	13
HTB (Horseltalbahn) (GEODIS)	Germany	19
BCB (Bayern Cargo Bahn) (GEODIS)	Germany	19
IGB (Industriebahn Gesellschaft Berlin) (GEODIS)	Germany	34
RBB (Regiobahn Bitterfeld Berlin) (GEODIS)	Germany	64
TBB (TWA Bahnbetriebs) (GEODIS)	Germany	72
R4C-D (Rail4chem Eisenbahnverkhers) (GEODIS)	Germany	74
DE (Dormunder Eisenbahn) (GEODIS)	Germany	205
Bourgey Montreuil Deutschland (GEODIS)	Germany	24
Cap Train Deutschland (GEODIS)	Germany	62
ITL Eisenbahngesellschaft (GEODIS)	Germany	172
SNCF Fret Deutschland GmbH (GEODIS)	Germany	29
Egerland Sud (GEODIS)	Germany	112
ECT (GEODIS)	Germany	149
Recontec (GEODIS)	Germany	37
WEA (GEODIS)	Germany	533
Erme fret Berlin (GEODIS)	Germany	7
HELF (GEODIS)	Germany	191
Keolis Allemagne (KEOLIS)	Germany	297
Keolis Deutschland (KEOLIS)	Germany	13
Rail Europe Allemagne (SNCF Voyages)	Germany	7

TOTAL	3248
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BELGIUM

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON BELGIUM NY (GEODIS)	Belgium	106
CHALLENGE INTERNATIONAL BELGIUM (GEODIS)	Belgium	23
GEODIS NOVA LOGISTICS (GEODIS)	Belgium	28
CIBLEX Belgique (GEODIS)	Belgium	24
GEODIS GLOBAL SOLUTIONS BELGIUM NV (GEODIS)	Belgium	4
CapTrain Belgium (GEODIS)	Belgium	36
Geodis Calberson Belgium (GEODIS)	Belgium	8
Geodis Logistics Belgium NV (GEODIS)	Belgium	1
Transporvoiture (GEODIS)	Belgium	61
EBH (KEOLIS)	Belgium	1939
Thalys (SNCF Voyages)	Belgium	124
Rail Europe Benelux (SNCF Voyages)	Belgium	43

TOTAL	2397
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DENMARK

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON DENMARK A/S (GEODIS)	Denmark	190
GEODIS WILSON DENMARK 4 PL (GEODIS)	Denmark	2
CITY TRAFIK (KEOLIS)	Denmark	1029
	TOTAL	1221

SPAIN

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON SPAIN SLU (GEODIS)	Spain	77
GEODIS LOGISTICS SPAIN (GEODIS)	Spain	71
GEODIS GLOBAL SOLUTIONS SPAIN (GEODIS)	Spain	12
GEODIS IBERIA HOLDING (GEODIS)	Spain	17
Giraud Iberica SA (GEODIS)	Spain	180
Barbour European Ltd (GEODIS)	Spain	56
Ermewa Iberica (GEODIS)	Spain	5
Rail Europe Espagne (SNCF Voyages)	Spain	13

TOTAL	431
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FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
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BRANCHE GARES & CONNEXIONS		
PARVIS	France	83
A2C	France	58
GROUPE AREP	France	346

BRANCHE SNCF GEODIS		
BERNIS	France	576
AAT	France	51
AKIDIS	France	28
AKIEM	France	19
ALPES MARITIMES EXPRESS	France	35
ARTOIS EXPRESS S.A.	France	80
ATELIERS D ORVAL	France	106
Autoroute Ferroviaire Services	France	2
AVIRAIL	France	515
BATRANS	France	41
BM ALSACE SAS	France	181
BM AQUITAINE SAS	France	120
BM ATLANTIQUE SAS	France	91
BM AUVERGNE SAS	France	59
BM CHAMPAGNE BOURGOGNE SAS	France	21
BM CHIMIE SAS	France	556
BM FRANCILIENNE SAS	France	204
BM I.D.F. SAS	France	13
BM LIMOUSIN SAS	France	26
BM LORRAINE SAS	France	61
BM Multimodal	France	68
BM NORD SAS	France	140
BM NORMANDIE SAS	France	139
BM PRESSE SAS	France	161
BM PROVENCE SAS	France	106
BM RHONE ALPES SAS	France	209
BM SAVOIE SAS	France	167
BM SIDERURGIE LORRAINE	France	104
BOUCHES DU RHONE EXPRESS	France	58
Bourgey Montreuil (Holding)	France	333
CAAT	France	37
CALBERSON ALSACE	France	126
CALBERSON ARMORIQUE	France	353
CALBERSON AUVERGNE	France	139
CALBERSON BRETAGNE	France	352
CALBERSON DUSOLIER	France	638

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF GEODIS		
CALBERSON EURE & LOIR	France	107
CALBERSON EUROPE RHONE-ALPES	France	85
CALBERSON GE	France	41
CALBERSON ILE DE FRANCE	France	201
CALBERSON LOIRET	France	194
CALBERSON LORRAINE	France	155
CALBERSON MEDITERRANEE	France	380
CALBERSON MOSELLE	France	116
CALBERSON NORMANDIE	France	285
CALBERSON OISE	France	88
CALBERSON PARIS	France	105
CALBERSON PICARDIE	France	293
CALBERSON RHONE ALPES	France	539
CALBERSON ROUSSILLON	France	74
CALBERSON SEINE & MARNE	France	140
CALBERSON SUD OUEST	France	272
CALBERSON YVELINES	France	50
CALVADOS EXPRESS	France	56
CFD Industrie	France	25
Challenge International SA	France	170
Challenge Overseas Caraïbes	France	8
CHAVENEAU BERNIS	France	249
COMPAGNIE DES CONTENEURS RESERVOIRS	France	17
Coquelle Gourdin	France	67
CTC	France	19
DROME EXPRESS	France	99
ECORAIL	France	67
EGERLAND France	France	110
ERMECHEM	France	8
Ermewa (Paris)	France	134
Ermewa Interservices	France	37
EURL MIDI COURSE	France	3
EUROTAINER SAS	France	38
EVS	France	16
FERIFOS	France	107
Feron de Clebsattel	France	148
FLANDRE EXPRESS S.A.S	France	210
FLD EURL	France	133
FRANCE TOUPIE LOCATION SAS	France	157
Gemafer	France	46
GEODIS EUROMATIC	France	656

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF GEODIS		
GEODIS AUTOMOTIVE	France	53
GEODIS AUTOMOTIVE EST	France	279
GEODIS AUTOMOTIVE NORD	France	115
GEODIS CALBERSON AQUITAINE	France	326
Geodis Calberson Lille Europe	France	309
GEODIS CALBERSON MIDI PYRENEES	France	46
Geodis Calberson Valenciennes	France	223
Geodis Ciblex	France	748
GEODIS DIVISION MESSAGERIE SERVICES	France	181
GEODIS GESTION IMMOBILIERE	France	8
GEODIS ILE DE FRANCE SERVICES	France	167
GEODIS INTERSERVICES	France	284
GEODIS LOGISTICS BEVERAGE	France	137
GEODIS LOGISTICS CH-ARDENNES	France	51
GEODIS LOGISTICS ILE DE FRANCE	France	976
GEODIS LOGISTICS NORD	France	127
GEODIS LOGISTICS NORD OUEST	France	69
GEODIS LOGISTICS OUEST (GEODIS)	France	97
GEODIS LOGISTICS RHONE ALPES	France	419
GEODIS LOGISTICS SERVICES	France	77
GEODIS LOGISTICS SUD	France	88
GEODIS LOGISTICS SUD OUEST	France	84
GEODIS NETWORKS 4PL	France	11
Geodis Oil and Gaz	France	23
GEODIS PROJETS	France	45
GEODIS SA	France	1
Geodis SCO	France	11
GEODIS SOLUTIONS	France	147
GEODIS WILSON FRANCE	France	721
GEODIS WILSON NETWORK	France	44
Geodis Wilson Polynésie SA	France	14
GEODIS WILSON REUNION	France	13
GEOPARTS	France	283
GIE FRANCE EXPRESS	France	3
Giraud Nord	France	98
Giraud Ouest	France	64
Giraud Région Parisienne	France	7
Giraud Rhône-Alpes	France	115
GIRONDE EXPRESS	France	66
Grimaldi ACL France	France	11
HAUTE PROVENCE EXPRESS	France	12

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF GEODIS		
Instit. de Form. Eur. Multimodal	France	6
ITNOVEM	France	51
LEXSER SAS	France	86
LOGISTICA	France	5
M.G. TRANSPORTS	France	166
M.G.L. SARL	France	18
NAVILAND CARGO	France	335
NORMANCHE	France	46
Normandie Rail Services	France	119
NOVATRANS	France	257
ORTRANS	France	58
PICARDIE LAVAGE CITERNES SARL	France	13
PRISME	France	40
RHONE DAUPHINE EXPRESS	France	183
ROUCH INTERMODAL	France	11
SARI	France	82
SARL AVEYRON EXPRESS	France	47
SARL PARIS HUIT	France	23
SARL VAR EXPRESS	France	35
SAS CALBERSON PARIS EUROPE	France	341
SD CALBERSON	France	61
SEGI	France	25
SEINE EXPRESS	France	163
SENART AFFRETEMENT	France	4
SETRADA	France	32
SFC / Agence de gestion de services maritimes	France	3
SGW	France	20
SMTR CALBERSON	France	448
SNCF GEODIS SERVICES	France	43
SNTC	France	23
Somap	France	68
SOMEDAT	France	113
SOPTRANS	France	22
SOTRAB	France	93
SOTRAF	France	50
Sté de Gestion du Terminal d'AITON	France	25
STSI	France	53
STVA SA	France	114
TETHYS	France	23
Thales Geodis Freight & Logistics	France	60
TRANSPORT FERROVIAIRE SERVICES	France	41

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF GEODIS		
TRANSPORT J SAVIN SAS	France	71
TRANSQUERCY	France	37
UNIROUTE	France	410
VALEND A	France	63
VALTRANS	France	93
VFLI	France	842
VILOGISTIQUE	France	54
WALBAUM	France	610
XP LOG	France	119
BRANCHE SNCF PROXIMITES		
ITIREMIA	France	557
KEOLIS CONCARNEAU	France	21
KEOLIS QUIMPER	France	124
KEOLIS BREST	France	487
KEOLIS MORLAIX	France	28
CIE MARITIME PENN AR BED	France	83
LES COURRIERS BRETONS (Keolis Emeraude)	France	173
Sté Rennaise Transports & Services RTS (Handistar)	France	46
Keolis Saint Malo	France	72
KEOLIS LORIENT	France	280
KEOLIS MARITIME	France	24
Tpt de la Brière	France	50
KEOLIS ATLANTIQUE	France	488
Keolis Voyages	France	6
KEOLIS ARMOR (TAE)	France	482
TRANSPORTS DUNOIS (Sofitra)	France	19
KEOLIS CHATEAUROUX	France	71
KEOLIS TOURAINE	France	237
KEOLIS TOURS	France	635
KEOLIS BLOIS	France	114
KEOLIS MONTARGIS	France	55
KEOLIS Val de Maine	France	20
KEOLIS ANGERS	France	586
KEOLIS LAVAL	France	144
Chargelègue Voyages (Sofitra)	France	60
KEOLIS CHATELLERAULT	France	35
KEOLIS CENTRE	France	99
Compagnie du Blanc Argent	France	102
TRANS VAL DE LYS	France	236
CARS VALENCIENNOIS	France	51

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF PROXIMITES		
LUSSIEZ TOURISME	France	13
S.T.C.U.A.	France	117
KEOLIS ARTOIS	France	332
CARON VOYAGES	France	48
VOYAGES DOUROLANS	France	32
STE TPTS REGION BOULONNAISE	France	146
WESTEEL	France	191
STE TPTS REGION ABBEVILLE	France	29
Cariane Littoral	France	75
KEOLIS GARONNE	France	69
Sté de Gestion Aéroport de Troyes en Champagne (SGATC)	France	7
KEOLIS LITTORAL	France	146
KEOLIS CHARENTE MARITIME	France	17
KEOLIS SAINTES	France	37
KEOLIS AUCH	France	6
Les Cars de Bordeaux	France	77
Les Cars de l'Ouest Aquitain	France	182
VS VOYAGES	France	2
Société d'Exploitation de l'aéroport Dole Jura	France	10
SERAG VOYAGES (Keolis Gascogne)	France	111
KEOLIS CAHORS	France	3
KEOLIS AGEN	France	65
S.T.U. LOT ET GARONNE (Keolis Marmande)	France	20
AEROPORT ANGERS MARCE	France	16
KEOLIS GRAND TARBES	France	54
AEROPORT MEAULTE	France	5
Société d'Exploitation de l'aéroport d'Epinal Mirecourt	France	9
KEOLIS PYRENEES	France	125
TPR	France	55
KEOLIS CHALONS EN CHAMPAGNE	France	74
S.T.A CHAUNY	France	16
STE TPTS REGION DIJONNAISE (K DIJON)	France	680
KEOLIS PAYS DE MONTBELIARD	France	202
Keolis Pays Nancéien (Suburbain de Nancy)	France	60
LES COURRIERS MOSELLANS (Keolis 3 Frontières)	France	372
KEOLIS NEVERS	France	97
KEOLIS OBERNAI	France	9
KEOLIS VESOUL	France	27
KEOLIS SUD LORRAINE (Cariane Est)	France	276
KEOLIS BOURGOGNE	France	164
Cars Val Saône	France	173

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF PROXIMITES		
Monts Jura Autocars	France	400
KEOLIS URBEST	France	13
TRANSPORTS EVRARD	France	154
Keolis Réseau Départemental Sud Oise (KRDSO)	France	1
SOMAP	France	212
LES COURRIERS D'ILE DE FRANCE	France	830
AEROSAT	France	38
DEVILLAIRS	France	119
KEOLIS YVELINES	France	46
GARREL ET NAVARRE	France	111
TRANSEVRY	France	255
Autocars DELION	France	65
PAM 92 (Keolis Mobilité Hauts de Seine)	France	31
VAS (Voyages Autocars Services)	France	91
PRIORIS	France	111
AEROBAG	France	78
AEROLIS	France	132
KEOLIS VAL D'OISE	France	62
KEOLIS OISE	France	215
Athis Cars	France	188
STA	France	88
SVTU	France	337
Intrabus Orly	France	76
Transroissy	France	98
KEOLIS SOMME	France	24
VTS	France	21
CIE TPTS MEDITERRANEENS (CTM Cannes)	France	37
SAP Vence (Sté Auto de Provence)	France	64
ST CAR	France	96
KEOLIS AUDE	France	129
KEOLIS NARBONNE	France	50
Keolis Aveyron (Millau Cars)	France	27
KEOLIS PROVENCE (Mobil'Azur)	France	33
STE TPTS ROBERT	France	103
SAP Cariane Provence (SAP Bouc Bel Air)	France	84
SCAC (Keolis Bouches du Rhône)	France	144
LES COURRIERS DU MIDI	France	221
KEOLIS LANGUEDOC	France	57
LES CARS DU BASSIN DE THAU (ALLEGRETTO)	France	58
GEP VIDAL	France	81
SODETRAV	France	264

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
BRANCHE SNCF PROXIMITES		
SCAC Bagnis (GSB)	France	35
CAENNAISE DE SERVICES	France	14
KEOLIS CALVADOS	France	386
ETASSE TOURISME	France	56
KEOLIS CAEN	France	647
KEOLIS DROUAIS	France	40
VIA NORMANDIE	France	102
KEOLIS CHERBOURG	France	120
CIE BUS ALENCONNAIS - COBAL	France	40
KEOLIS EURE	France	180
KEOLIS EURE ET LOIR	France	124
KEOLIS SEINE MARITIME	France	197
S.E.T.U.O (DUOBUS)	France	15
KEOLIS MONTLUCON	France	73
TPN Transports (TPN)	France	139
EASYBUS (TPN)	France	42
BUS INTER (TPN)	France	36
TRANSTHERMAL (TPN)	France	21
AUTOCARS CHARRIERE FILS	France	49
KEOLIS MONTELIMAR	France	21
KEOLIS EN CEVENNES (STAAles)	France	31
STE TPTS COMMUN NIMOIS	France	467
VOYAGES MONNET	France	63
LES CARS ROANNAIS	France	40
CARS PLANCHE COTTIN PRIOUX	France	26
LOISIRS ET VOYAGES	France	150
Keolis Pays des Volcans (ex CARS BLOT (TPN)	France	110
CARS TIXIERS (Sofitra)	France	37
AUTOCARS PLANCHE	France	247
KEOLIS PMR RHONE	France	51
INTERHONE	France	23
KEOLIS AIX-LES-BAINS (Ondina)	France	56
Cariane Drôme	France	117
Train Bleu St Marcellin	France	20
EFFIA SA (Holding)	France	66
Strasbourgeoise d'Enlèvement et de Gardiennage (SEG Effia)	France	12
DROP & GO Eurl	France	11
MTI CONSEIL (Effia)	France	38
EFFIA STATIONNEMENT & MOBILITE	France	648
CANAL TP (Effia)	France	43
EFFIA TRANSPORT	France	45

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
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BRANCHE SNCF PROXIMITES		
EFFIA SYNERGIE	France	378
KEOLIS BORDEAUX	France	2281
KEOLIS RENNES	France	887
TPTS COMMUN METROPOLE LILLOISE	France	2490
KEOLIS LYON	France	4362
KEOLIS DIVISION HOLDING	France	1219
GROUPE KEOLIS SAS (Kuvera)	France	13
KEOLIS ILLE ET VILAINE	France	4
AUTOBUS ARCACHON	France	50
KEOLIS CHAUMONT	France	39
STAC CREILLOISE	France	67
KEOLIS ROUEN VALLEE DE SEINE	France	47
EFFIA STATIONNEMENT LILLE	France	6
EFFIA STATIONNEMENT LYON	France	9
EFFIA STATIONNEMENT GRENOBLE	France	16
RITMx	France	14

BRANCHE SNCF VOYAGES		
SVD Holding	France	71
LYRIA	France	21
IDTGV	France	76
CRM Services	France	23
Avancial	France	235
Rail Solutions	France	22
Voyages-sncf.com / VSCT	France	343
L'Agence VSC	France	37
Eurostar International SAS	France	271
VSC Groupe	France	38
Findworks Technologies	France	12

SOCIETES NON RATTACHEES A UNE BRANCHE		
ICF Atlantique	France	248
SICF (société immobilière des chemins de fer)	France	177
ICF NOVEDIS	France	289
ICF Nord Est	France	278
ICF Sud Est Méditerranée	France	293
ICF La Sablière	France	656
SNCF Conseil	France	44
SNEF	France	23
EPIC	France	153341
SEAFRANCE	France	1 065

FRANCE

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
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SOCIETES NON RATTACHEES A UNE BRANCHE		
SNCF Habitat (SNCF Habitat / SOFIAP /SOPRIM)	France	127
Masteris	France	5
SNCF Interservices	France	110
STE (société des trains exposition)	France	6
Stelsia	France	6
NOVIASERV	France	8
S2FIT 1	France	5
Trans'actif Immobilier	France	8
SNCF Développement	France	11

TOTAL	213512
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UNITED KINGDOM

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON UK (GEODIS)	United Kingdom	243
GEODIS UK LTD logistique contractuel (GEODIS)	United Kingdom	40
GEODIS UK MESSAGERIE (GEODIS)	United Kingdom	271
FORTEC DISTRIB NETWORK (GEODIS)	United Kingdom	52
GEODIS GLOBAL SOLUTION UK (GEODIS)	United Kingdom	22
Cap Train UK (GEODIS)	United Kingdom	4
STVA UK (GEODIS)	United Kingdom	44
Car Commercial Deliveries (GEODIS)	United Kingdom	60
Rail Europe Limited (SNCF Voyages)	United Kingdom	94
Eurostar International (EIL) (SNCF Voyages)	United Kingdom	1370

TOTAL

2200

HUNGARY

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
CALBERSON HONGRIE (GEODIS)	Hungary	394
GEODIS CALBERSON HONGARIA 4 PL (GEODIS)	Hungary	32
Findworks Hungary (SNCF Voyages)	Hungary	21
TOTAL		447

ITALY

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON ITALIA SPA (GEODIS)	Italy	223
GEODIS LOGISTICS SPA (GEODIS)	Italy	301
BSL SPA (GEODIS)	Italy	113
GEODIS ZUST AMBROSETTI SPA (GEODIS)	Italy	333
GEODIS GLOBAL SOLUTION ITALY (GEODIS)	Italy	18
GEODIS HOLDING ITALIA (GEODIS)	Italy	33
VC Italia (GEODIS)	Italy	2
Cargo Dock (GEODIS)	Italy	3
Tiberco (GEODIS)	Italy	8
AFA (Autoroute Ferroviaire Alpine) (GEODIS)	Italy	5
Ermewa Italia (GEODIS)	Italy	8
Giraud International Italia (GEODIS)	Italy	20
Bourgey Montreuil Italia (GEODIS)	Italy	80
Cap Train Italia (GEODIS)	Italy	144
SVI (SNCF Voyages)	Italy	39
Rail Europe Italia (SNCF Voyages)	Italy	17
TOTAL		1347

NETHERLANDS

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON NETHERLANDS (GEODIS)	Netherlands	153
GEODIS WILSON MANAGEMENT BV (GEODIS)	Netherlands	34
Geodis logistics netherlands bv (GEODIS)	Netherlands	324
VITESSE LOGISTICS BV (GEODIS)	Netherlands	38
GEODIS GLOBAL SOLUTIONS NETHERLANDS BV (GEODIS)	Netherlands	30
CapTrain Nederlands BV (GEODIS)	Netherlands	64
Geodis Ciblex Netherlands BV (GEODIS)	Netherlands	2
Geodis BM Netherlands BV (GEODIS)	Netherlands	178
Cap Train Bénélux (GEODIS)	Netherlands	47

TOTAL	870
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ROMANIA

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
CALBERSON ROMANIA (GEODIS)	Romania	347
GIRAUD SRL (GEODIS)	Romania	78
Calberson Romania (Devise RON) - 4PL (GEODIS)	Romania	1
Cap Train Romania (GEODIS)	Romania	45
	TOTAL	471

SWEDEN

COMPANY	STATE	TOTAL WORKFORCE 31/12/11
GEODIS WILSON SWEEDEN (GEODIS)	Sweden	362
GEODIS WILSON HOLDING (GEODIS)	Sweden	33
GEODIS WILSON SWEEDEN 4 PL (GEODIS)	Sweden	4
KEOLIS NORDIC SUEDE (KEOLIS)	Sweden	2
COMMUTER SECURITY GROUP (KEOLIS)	Sweden	323
KEOLIS SVERIGE (KEOLIS)	Sweden	6795

TOTAL	7519
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APPENDIX 2 - PAYMENT OF EXPENSES INCURRED BY EWC MEMBER

Procedure for payment and/or reimbursement of expenses incurred by EWC personnel representatives (European Works Council)

1. Hotel expenses:

The EPIC SNCF company will handle the reservation and payment of hotel rooms (breakfast included) for all EWC personnel representatives.

2. Travel expenses:

Airline tickets must be booked in economy class and train tickets in 2nd class. EWC personnel representatives must contact their respective subsidiary who will handle the reservation and payment of airline or train tickets. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF via e-mail, along with copies of receipts and relevant bank details.

The use of personal vehicles may be authorised to provide faster access from the EWC member's home or workplace to a train station or airport and travel to the EWC meeting venue. In exceptional circumstances, e.g. lack of any available public transportation means (train or plane), the use of private vehicles may be authorised to travel to plenary meetings.

Personal vehicle expenses may also be reimbursed in the event of exceptional circumstances and upon prior agreement from the Company.

Travel expenses incurred by EWC members shall be paid by the relevant subsidiary in accordance with its usual procedure. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF via e-mail, with attached copies of receipts and relevant bank details

Local travel expenses (bus, subway, RER, taxi...) incurred by EWC personnel representatives between the airport or train station and the hotel and the domicile will be reimbursed by the respective subsidiaries of the EWC personnel representatives upon presentation of receipts. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF via e-mail, with attached copies of receipts and relevant bank details.

3. Meal expenses:

Expenses for meals not organised by SNCF but related to various EWC meetings will be reimbursed to the EWC personnel representatives by their respective subsidiaries upon presentation of receipts and within the limit of 35 euro per meal. This amount will be re-evaluated over time under the same terms and conditions as those applicable to the employees of the EPIC SNCF. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF via e-mail, with attached with attached copies of receipts and relevant bank details.

For EWC personnel representatives from EPIC SNCF, the reimbursement of expenses will be done according to the usual applicable procedures.