This document has been downloaded from www.irshare.eu
You can also file your documents. Come and join us !

Este documento se ha descargado de www.irshare.eu
También puede archivar sus documentos.

Dieses Dokument wurde von www.irshare.eu heruntergeladen
Sie können Ihre Dokumente auch speichem. Machen Sie mit !

Ce document a été téléchargé sur www.irshare.eu
Vous pouvez aussi déposer vos documents. Venez nous rejoindre !

On the 4th of May 2012, in Trieste, the following Agreement was reached

between

Assicurazioni Generali S.p.A. in the persons of Deputy General Manager Mr. Francesco Garello, Mr. Francesco Riosa, Mr. Marco Perrelli assisted by Ms. Alba Villani

and

The European Works Council of the Generali Group represented by the Select Committee, in the persons of Mr. Benjamin Fueyo (EWC Secretary – “other countries”), Ms. Cristina Ionescu (“CEE countries”), Ms. Paloma Lozano (Spain), Mr. Wilfried Pecka (Austria), Mr. Mohamed Teskrat (France), Mr. Roberto Treu (Italy), Mr. Rudolf Winkelmann (Germany).

PREAMBLE AND PURPOSES

Through this Agreement, the Parties aim at disseminating and strengthening the following aspects at the various levels and in the different countries where the Generali Group operates (hereinafter the "Group"):

- the traditional international vocation and dimension and business ethics;
- the common sense of belonging, cohesion, mutual understanding and collaboration among all workers;
- trust and collaboration between companies and workers;
- the constructive dialogue characterising EWC activities.

Having said that, the Parties express their common will to consolidate the experience of the Generali Group European Works Council (hereinafter the "EWC").
This Agreement is the third renewal of the text which originally set up the EWC on 11 November 1997. It is now renewed in order to ensure proper information and consultation on transnational issues affecting Generali Group workers based in the Member States of the European Union and the European Economic Area, in accordance with and in the spirit of Directive 2009/38/EC.
Through this Agreement Assicurazioni Generali SpA Head Office (hereinafter the "Parent Company"), in the wake of the launch of the "Generali Group European Social Charter" on 28 November 2006, aims at strengthening and consolidating the dialogue with European employees' representatives within the EWC.

To this end, the Parties shall grant the Select Committee - as per Art. 2 of this Agreement - the role of privileged interlocutor, in its capacity as spokesperson of EWC representatives, in the dialogue and exchange of views with the Parent Company.

It is underlined that the above Council shall be the only Group's European Works Council entitled to hold a transnational dialogue with the Parent Company, that shall also represent groups of undertakings depending on it.

The EWC may in no way act for employees' representatives and/or national trade union representatives and/or local company representatives in the fulfilment of their functions and contractual terms and conditions, that shall remain wholly regulated according to the national provisions in force.

At the same time, this institutionalised form of cooperation shall not affect the management autonomy of each undertaking, that shall draw inspiration from the social dialogue characterising the EWC as much as possible. This Agreement shall be without prejudice to the provisions of national laws and/or practices on employees' information and consultation.

The Parent Company shall see to the correct enforcement of this Agreement and any implementation agreements by the Group European undertakings located in the countries represented in the EWC.

The Parties regard the "Generali Group European Social Charter" of 28 November 2006 - given its guiding principles and values on employees' protection - as the document to refer to in order to develop the social dialogue on a positive and lasting basis in the various countries.

The Parties also consider this Agreement as the basis for a more constructive and efficient transnational social dialogue.

ART. 1 - COMPOSITION AND UPDATE

1.1 - Allocation of seats

The allocation of the seats to which each Country is entitled is determined according to its number of employees.

“Employee” shall mean any worker having a contract of employment - also on a part-time basis - with one of Generali Group entities.

The reference document for the allocation of representatives’ seats in the EWC is the Annex to the Agreement, which specifies the number of employees belonging to the entities within the consolidation perimeter (as at 31.12.2010) for each Country of the EU and the European Economic Area where the Group operates.

The Group employees of each Country with at least 100 employees are entitled to one representative in the EWC.

In addition to the official representative each Country, based on the numbers specified in the Annex, is entitled to additional representatives determined as follows:

from 1.001 to 2.000 employees	1 additional representative
from 2.001 to 4.000 employees	1 additional representative
from 4.001 to 8.000 employees	1 additional representative
from 8.001 to 12.000 employees	1 additional representative
from 12.001 to 16.000 employees	1 additional representative
more than 16.001 employees	1 additional representative

Based on these rules the seat allocation for each Country for 2012 - 2013 is outlined in the Annex.

The EWC, set up as described above, shall also include a representative of UNI Finance, who may participate in the EWC plenary meetings and shall have no voting right.

1.2 - Review of the seat allocation during the term of the Agreement

Any change in the number of representatives assigned to each Country resulting from acquisitions and transfers entailing a change in the number of employees shall be implemented as from 1 January of the following year.

It is nonetheless understood that in the period 2014 - 2015 the seats shall be allocated based on the staff levels as at 31.12.2012, with consequential update of the Annex.

In the event of new acquisitions in Countries which are not yet represented or in the

event of new Countries joining the European Union, the representation of all employees in each Country shall be guaranteed under the criteria and methods for appointment herein specified in Art. 1.

1.3. Adaptation clause

In the event of significant changes in the Group structure resulting from company operations and if there is another EWC, in line with the provisions of Art. 13 of the Directive the Parent Company and the Select Committee agree as from now that they shall identify the most suitable manner and timeframe to open up a dialogue with EWC representatives of the new entity, in order to identify (if need be) legal adjustments establishing common rules that may govern any divergent rules.

1.4 - EWC representatives' requirements, appointment and term of office

EWC members shall be Group employees, except for the representative of UNI Finance.
Members shall be appointed or elected by employees' representatives from their number or, failing this, by all the employees in accordance with national laws and/or practices.
Following the same procedures, a substitute shall be appointed or elected for each representative. He/she shall be entitled to replace the representative if the latter is not able to attend the meetings.

As a rule, the term of office shall be the same as the duration of the Agreement. It shall terminate earlier:

1. on termination of the employment relationship between the representative and the undertaking belonging to the Generali Group;
2. if the representative loses his/her position as employees' representative;
3. if the representative voluntarily resigns by sending a letter written and signed by him/her to the Secretary;
4. in the absence of the conditions for participation of the Country or the undertaking (for instance, a Country with fewer than 100 employees or an undertaking taken over by another group).

In the cases 1. 2. and 3. the former representative shall be replaced by a new representative appointed or elected, according to the above procedures, from the same Country the former representative belonged to.

ART. 2 - SELECT COMMITTEE (SC) - ROLE AND FUNCTIONS

With reference to the provisions of section "Preamble and Purposes" of this Agreement, the Select Committee (hereinafter the "SC"), in its capacity as "spokesperson" of EWC representatives, plays the role of privileged interlocutor in the dialogue and exchanges with the Parent Company.

In the event of transnational operations involving at least two Countries represented in the EWC and significantly affecting workers' interests, the Parent Company shall provide information and consultation to the SC.

2.1 - Definitions of information and consultation

Information shall mean transmission of data by the employer to the employees' representatives in order to enable them to acquaint themselves with the subject matter and to examine it; 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 competent organ of the Community-scale undertaking or Community-scale group of undertakings.

Consultation shall mean the establishment of dialogue and exchange of views between employees' representatives and central management or any more appropriate level of management, at such time, in such fashion and with such content as enables employees' representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management, and within a reasonable time, which may be taken into account within the Community-scale undertaking or Community-scale group of undertakings.

2.2 - SC composition

EWC representatives shall appoint from their number a SC composed of eight members:

- 1 representative from Austria, Czech Republic, France, Germany, Italy, and Spain (a total of 6);

- 1 representative from one of the Countries of the so-called "other Countries" area, which currently includes Belgium, Great Britain, Greece, the Netherlands and Portugal;

- 1 representative coming from one of the Countries of the so-called "other Central and Eastern European Countries" area, which currently includes Bulgaria, Hungary, Poland, Romania, Slovakia, Slovenia.

Every SC incumbent member shall have a substitute who shall be elected by the EWC members and shall be chosen among the permanent EWC representatives according to the same criteria used to appoint the incumbent SC members.
The substitute member shall replace the incumbent representative if he/she is prevented from participating in the meetings.

2.3 - EWC Secretary and Deputy Secretary

The EWC shall appoint, from the number of the SC incumbent members, its Secretary who - on behalf of the SC and the EWC - shall manage all its relations with the Parent Company.
The Secretary shall propose to the Parent Company the subjects to be debated during the meetings defined in this Agreement, agreeing upon the agenda.
He/she shall also manage all the relations with EWC members and shall keep them updated.

A support facility (office, telephone, computer, printer, e-mail) shall be permanently made

available to the Secretary (at the Company premises where he/she works).

The procedures to report to the EWC Secretary the representatives' names and any changes thereto - whether incumbent or substitute members - shall be governed by the EWC Internal Regulations referred to in Art. 15 of this Agreement (hereinafter the "Internal Regulations").

The EWC Secretary shall keep the list with the names of EWC representatives, SC representatives and their substitutes, with the relevant addresses and contacts, up-to-date.

The permanent interlocutor of the Parent Company – as defined in Art. 5 of this Agreement - shall be provided with the updated representatives' list.
The HR Managers of each country, after consulting the permanent interlocutor, shall verify together with local employees' representatives that EWC representatives are appointed according to national laws and practices.

"Employees' representatives" shall mean employees' representatives pursuant to national legislation and/or practices.

The Secretary shall be assisted in the performance of his/her duties by the Deputy Secretary, also appointed by EWC representatives from the SC incumbent members. Where the Secretary is temporarily unable to perform his/her duties, his/her functions shall be exercised by the Deputy Secretary.

The permanent interlocutor shall be informed of the appointment of the Secretary and the Deputy Secretary.

The Secretary - or the Deputy Secretary, or any other SC member or EWC member chosen by the SC - may visit the Countries within the EWC to meet their representatives in order to perform his/her duties, in exceptional cases and after notifying the Parent Company.

ART. 3 - PROTECTION OF EMPLOYEES' REPRESENTATIVES

In the fulfilment of their duties, EWC members shall enjoy the same protection and the same guarantees envisaged for employees' representatives by the law and/or the practices in force in the country where they are working.

ART. 4 - WORKING GROUPS, EXTERNAL OBSERVERS AND EXPERTS

In order to meet some requests, for specific topics and within the limits of the annual budget allocated to the Secretary and the SC for extra activities as provided for by Art. 13, the Select Committee may set up working groups for limited periods of time as agreed with the Parent Company, involving EWC representatives. Before setting up the working groups, the Secretary shall communicate the names of their members to the permanent interlocutor.

The EWC and the SC may be assisted by experts, after informing the Parent Company.

The Secretary may request the participation, as observers, of representatives from non-EU Countries that are about to join the EU. Their participation shall be arranged with the Parent Company.

ART. 5 - PARENT COMPANY'S REPRESENTATIVES

The Parent Company is represented by the Group's Organisation and Human Resources Manager and/or by the Parent Company's Unit responsible for "EWC Relations".

The Parent Company may also be represented by Head Office representatives at the most appropriate level.

Parent Company's Top Management representatives shall normally attend the EWC annual plenary session after the approval of the financial statements, as provided for by Art. 6.1 below, as well as one of the SC sessions as provided for by Art. 7.1.

The Parent Company's Unit dealing with "EWC Relations" is the "permanent interlocutor" of the Secretary, the Deputy Secretary and the SC.

ART. 6 - EWC MEETINGS

6.1 - Annual plenary meetings

The EWC in its full composition meets twice a year.

The first meeting shall take place in Italy after the approval of the Consolidated Financial Statements (usually in the month of June). During this meeting, the EWC is informed and consulted by the Parent Company's representatives on the following topics of transnational importance:

a)
- economic and financial situation
- expected development of business
- investments of particular significance
- substantial changes in the Group structure
- new acquisitions
- mergers, substantial cut-backs or closure of undertakings, offices or important parts thereof

b)
- situation and expected employment trends
- introduction of new working methodologies and procedures
- procurements
- training
- equal opportunities
- disabled workers

Upon request of the Secretary the Parties may agree to include, in the topics defined in b), additional items on specific topics (e.g. health protection, specific social topics and corporate social responsibility).

The Parties agree that the topics in b) should be developed with the Group's Organisation and Human Resources Manager, with the permanent interlocutor and with any other Management level that is most appropriate to the purpose.

In the second half of the year the second plenary meeting shall be held among EWC representatives only (training session), as provided for by Art. 14.

6.2 - Preliminary Meeting and Post-Meeting

EWC members shall meet before and after the meetings envisaged by the above Art. 6.1. The meetings herein described shall usually last half a day: the previous afternoon for the "preliminary" meeting and the following morning for the post-meeting respectively.

ART. 7 - SC MEETINGS

7.1 - Annual meetings with the Parent Company

In accordance with the role played by the SC - as described in the "Preamble and purposes" section and in Art. 2 - the Parent Company shall usually meet the SC three times a year:

a) the first time in the first quarter;
b) the second time in the second quarter before the EWC plenary meeting after the approval of the financial statements, as envisaged by Art. 6.1;
c) the third time in the last quarter.

The venue for said meetings shall be decided by the Parent Company.

7.2 - Preliminary meeting and post-meeting

SC members shall meet before and after the meetings envisaged by the above Art. 7.1. The meetings herein described shall usually last half a day: the previous afternoon for the "preliminary" meeting and the following morning for the post-meeting respectively.

7.3 - Meetings under exceptional circumstances

Where there are exceptional circumstances or decisions affecting to a considerable extent the interests of employees from at least two Countries represented in the EWC - particularly in the event of relocations, the closure of establishments or undertakings or collective redundancies - the Parent Company shall meet the SC as soon as possible to inform it pursuant to Article 2.1, first paragraph. In this context, the Parent Company shall also provide the SC with written information if that is necessary to assess the proposed measures.

The meeting for exceptional circumstances may also be called by the SC.

EWC members representing the Countries which are directly concerned by the topics under discussion may also participate in the meeting with the SC.

During said meeting, the SC may ask the Parent Company to launch a consultation to express its opinion in line with the provisions of Art. 2.1, second paragraph. The Parties shall agree the manner and timeframe for consultation, that shall be made within a reasonable time so as to ensure the implementation of the decision-making process within the time required and without prejudice to the Company's decision-making autonomy and responsibility.

Where there are exceptional circumstances significantly affecting the interests of at least half the workers in one Country the Select Committee, through its Secretary, may call for a meeting.

Should the Company decide not to launch the consultation, it shall provide written notice to the SC thereof within 15 days upon receipt of the Secretary's request.

ART. 8 - COORDINATION OF INFORMATION AND CONSULTATION PROCESSES AT NATIONAL AND EUROPEAN LEVEL

Under exceptional circumstances, the Parent Company shall ensure coordination between the European and national information and consultation levels. More precisely, the information process at European level should start at least at the same time as national processes, in order to ensure effectiveness of both processes in accordance with their relevant competences and areas of action.

ART. 9 - ORGANISATION OF EWC AND SC MEETINGS

The Parent Company is responsible for the organisation and the provision of the necessary tools and services to hold the meetings under the above Articles 6 and 7.

The Parent Company shall issue a written summon, which shall be anticipated to the Secretary and sent to the representatives in a timely manner.
The Secretary shall confirm the participation of the representatives or their substitutes to the Parent Company in due time.

The EWC official language shall be Italian. During all meetings, the Parent Company shall arrange simultaneous interpretation services in four languages (French, English, Spanish and German), if necessary.

In the event of special circumstances duly notified by the SC, the Parent Company shall provide the most suitable solutions in terms of language supports.

ART. 10 - INFORMATION OF WORKERS AND OTHER EMPLOYEES' REPRESENTATIVES

The local management shall make available to EWC representatives the necessary tools to provide information on EWC and SC activities and results to national employees' representatives or, in their absence, to employees.

ART. 11 - LEAVES

11.1 - Leaves to attend EWC and SC meetings

In order to attend EWC and SC meetings the EWC representatives may benefit from paid leaves for each meeting day envisaged by this Agreement, as well as from an additional paid leave for the outward and return journeys, without resorting to trade union leaves recognized by the legal or contractual rules of their Country of origin, subject to different national regulations.

11.2 - Leaves for EWC activities

In order to fulfil their functions, EWC members may be granted any additional leaves that are necessary to fulfil their tasks by common agreement between the Parent Company and the local HR Department, up to 10 hours per year.

11.3 - Leaves for SC activities

In addition to the leaves to attend meetings, in order to fulfil their functions SC members may use an additional paid leave of 30 hours per year. If all leaves are used up, additional leaves that are necessary to fulfil their tasks may be granted by common agreement between the Parent Company and the local HR Department, up to 4 hours per meeting.

11.4 - Leaves for the Secretary's and Deputy Secretary's activities

In addition to the leaves to attend meetings, in order to fulfil their functions the Secretary and the Deputy Secretary may each use an additional paid leave of 50 hours per year.
If all leaves are used up, the Secretary may be granted any additional leaves that are necessary to fulfil his/her tasks by common agreement between the Parent Company and the local HR Department.

11.5 - Leaves for meetings under Art. 2.3

In the exceptional cases envisaged by the above Art. 2.3 the Parent Company shall ensure, each time, the necessary additional paid leaves.

ART. 12 - CONFIDENTIALITY

All participants attending the meetings envisaged by this Agreement - be they members of the EWC, Uni Finance representative, observers, or external experts - shall be bound by confidentiality with respect to any information which has been provided to them in

confidence.

According to the issue to be discussed and if deemed necessary, the Parent Company shall give prior notification of the confidential nature of the information provided. EWC members and any experts or observers shall treat all the information provided with the utmost care so as to avoid any disruption or negative impacts on the Group and Group undertakings.
For all confidential information provided the following shall be specified:

- level of confidentiality,
- duration of confidentiality.

This obligation of confidentiality shall continue to apply even after the expiry of their terms of office.

ART. 13 - EXPENSES

The costs of organising meetings and arranging simultaneous interpretation services, as envisaged by this Agreement, shall be borne by the Parent Company.

The Parent Company shall cover accommodation costs and shall refund any travel and meal costs incurred by the participants in the meetings envisaged by this Agreement.

The permanent interlocutor shall deal with organisation and administrative practices (payments, bank transfers, purchasing, translation requests, meeting logistics management).

At the beginning of every year the Parent Company and the Secretary, acting in agreement with the SC, shall prepare an annual expense budget covering the Secretary's activity and any other SC activities that are necessary for its running (e.g. additional meetings between SC members, working groups, extraordinary meetings as per Art. 2.**3**, last paragraph, of this Agreement, additional meetings between the Secretary and the permanent interlocutor, translations).
The Secretary shall inform the Parent Company of any expenses, whereby the latter shall proceed to refund the relevant amounts upon receiving the relevant documents.

If the budget runs out, the Parent Company may cover any documented additional expenses determined by further exceptional needs specified by the Secretary and, as such, previously agreed with the Parent Company.

Any expenses for the use of external observers or experts - if incurred and subject to prior agreement between the Parent Company and the SC - shall be borne by the Parent Company.

With reference to the provisions of Art. 9 of this Agreement, the Parties agree that it is advisable to cooperate in order to contain, as far as possible, the expenses related to the EWC and SC functioning. To this end, the permanent interlocutor and the Secretary shall handle this matter in order to find the best and most suitable organisation.

ART. 14 - TRAINING

The Parties agree on the opportunity to organise training initiatives for EWC members on specific topics relating to their mandates.
To this end, the Parties agree that at the second plenary meeting envisaged by Art. 6.1, at the Secretary's request and in agreement with the Parent Company, a training initiative for EWC representatives may be organised, in which the permanent interlocutor may also participate.

The meeting organisation shall be agreed upon by the permanent interlocutor and the Secretary based on a "training project" that shall be submitted by the SC to the Parent Company, usually at the first annual SC meeting.

The relevant costs shall be borne by the Parent Company; by common agreement, joint projects may be submitted by the Parent Company and the EWC to request EU funding for this purpose.

Furthermore, in order to facilitate the dialogue and mutual understanding, particular efforts shall be devoted to learning and improving the English language. To this end, each permanent and substitute representative may attend, at his/her request, English courses that shall be organised at a local level according to local procedures, and whose costs shall be covered by the companies.

ART. 15 - INTERNAL REGULATIONS

The EWC shall provide itself with Internal Regulations and with Election Regulations for the election of the Secretary, the Deputy Secretary, the SC members and their substitutes, which shall be sent to the Parent Company for its information.

In this regard SC representatives, as signatory parties to this Agreement, state that the current Internal and Election Regulations shall stay in force until they are both renewed, without prejudice to the implementation of the necessary amendments arising from this Agreement (e.g. the number of incumbent SC members).

ART. 16 - INTERPRETATIONS /DISPUTES

The Parties agree that, in case of any interpretation or implementation problems, the Italian version of this Agreement shall prevail. In case of discrepancies between the Italian version of the Agreement and its translation into another language, the Italian version shall prevail.
Should any dispute arise on the interpretation or implementation of this Agreement, it shall be submitted by the Secretary to the Parent Company in order to reach a common solution, in accordance with the letter and the spirit of the Agreement. The help of UNI Finance and/or experts in the field shall be requested by mutual consent, if necessary.
Should no solution be reached, the competent jurisdiction shall be the Italian jurisdiction; the competent court shall be Trieste.

ART. 17 - INCEPTION AND DURATION OF THE AGREEMENT

Whereas Generali EWC was originally set up by the Agreement of 11 November 1997 drawn up in accordance with Art. 6 of EU Council Directive 94/45/EC of 22 September 1994, this Agreement is drawn up as provided for in Directive 2009/38/EC of 6 May 2009. It shall take effect on today's date and shall expire on 31.12.2015.
It shall be tacitly renewed for a further period of four years in the absence, six months before its expiry, of any written notice by any of the contracting Parties. The Parties express their commitment to review specific points of this Agreement even before the above-mentioned date of expiry only in the event of significant changes having being made to the EU Directive. Furthermore, as soon as the Directive 2009/38/EC is transposed in the Italian legal framework, the Parties agree to check the consistency of this Agreement with the new Italian law.

Trieste, the 4th of May 2012

Annex - number of employees as at 31.12.2010 and seat allocation for the period 2012-2013

Country	no. employees	no. seats
AUSTRIA	5.052	4
BELGIUM	764	1
BULGARIA	630	1
FRANCE	8.852	5
GERMANY	15.266	6
GREAT BRITAIN	853	1
GREECE	212	1
ITALY	17.021	7
NETHERLANDS	501	1
POLAND	918	1
PORTUGAL	655	1
CZECH REPUBLIC	5.348	4
ROMANIA	1.148	2
SLOVAKIA	670	1
SLOVENIA	337	1
SPAIN	2.541	3
HUNGARY	2.274	3
TOTAL	**63.042**	**43**