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COMITÉ D'ENTREPRISE EUROPÉEN  
EUROPEAN WORKS COUNCIL

## COLLECTIVE AGREEMENT FOR A GROUP OF EUROPEAN SCALE RENEWING THE BOUYGUES GROUP EUROPEAN WORKS COUNCIL

*Having regard to the collective agreement of 19 February 2008 establishing the European Works Council, and in particular Article 8 thereof;*

*Whereas under the terms of the abovementioned agreement the European Works Council replaces the Special Negotiating Group as regards its adaptation and renewal;*

*Having regard to Council Directive 2009/38/EC of 6 May 2009 revising Directive 94/45/EC;*

***The undersigned parties,***

**I – Group General Management, represented by:**

**Mr. Gérard LEMARIÉ acting in his capacity as Bouygues Group Workforce Relations Manager and thereby duly qualified,**

**II – The members of the European Works Council:**

<b>Belgium</b>	<b>Mr. Jurgen KUYPERS</b>
<b>Czech Republic</b>	<b>Mr. Pavel HÜBEK</b>
	<b>Mr. János ZDENKO</b>
<b>Poland</b>	<b>Mr. Jaroslaw FURTAK</b>
<b>Romania</b>	<b>Mr. Ovidiu GHERGHINA</b>
<b>Slovakia</b>	<b>Mr. Stanislav BIROS</b>
<b>Switzerland</b>	<b>Mr. Jeronimo NOVAIS FRAGA</b>
	<b>Mr. Tobias BAUMANN</b>
<b>United Kingdom</b>	<b>Mrs Lilian KIBBLEWHITE</b>
	<b>Mrs Michelle STONLEY</b>
	<b>Mr. Nick AUSTIN</b>
<b>France</b>	<b>Mr. Bernard SOULEZ</b>
<b>France</b>	<b>Mr. Christian ROY</b>
<b>France</b>	<b>Mr. Jean-Michel MANACH</b>
<b>France</b>	<b>Mr. Francky MOUGON</b>
<b>France</b>	<b>Mr. Bernard ALLAIN</b>
<b>France</b>	<b>Mrs Nadège DURAND</b>
<b>France</b>	<b>Mr. Marc BULKA</b>
<b>France</b>	<b>Mr. Ludovic DURAND</b>
<b>France</b>	<b>Mr. Alain WOITIEZ</b>
<b>France</b>	<b>Mr. Antoine FAURE</b>

France

Mr. Giovanni NORCIA

France

Mr. Roland BRUN

### III – The European federations

For the EFBWW: Mr. Bernard MALNOË, expert  
Mr. Ronan DELANEY, union representative on the EWC

For the FECC: Mr. Dominique LEJEUNE, expert  
Mr. Guy AKE, union representative on the EWC

**Whereas:**

#### PREAMBLE

By an agreement of 5 May 1995, with a view to building Social Europe and in order to foster the development of constructive dialogue founded on the provision of information about the Group's results and objectives to employees, the Bouygues Group's General Management and the signatory union organisations instituted a body for dialogue pursuant to the provisions of Directive 94/45/EC called the Bouygues Group **European Council for Dialogue (ECD)**.

The expansion of the Group's activities in Europe and the concern to ensure the development of dialogue at European level with all employees led the parties to this agreement to renew the European staff representation body, still in line with European Directive 94/45/EC, but henceforth within the specific framework of its transposition into French law by the Act of 12 November 1996.

The Bouygues Group **European Works Council (EWC)** was established by an agreement of 19 February 2008.

That agreement terminated on 31 December 2011. However, the parties agreed to extend it for one year while awaiting publication of the text transposing Directive 2009/38/EC of the European Parliament and of the Council into French law.

As that extension terminates on 31 December 2012, the parties have agreed to conclude a new agreement taking account of the provisions of Order no. 2011-1328 of 20 October 2011 transposing the abovementioned directive.

On this occasion, the parties wish to again reassert their dedication to the fundamental values expressed in the Bouygues Group's European Social Charter, adopted by the Group and by the European Dialogue Body instituted by the Bouygues Group on 7 June 2001.

***Accordingly, they have concluded this agreement relating to the procedures for instituting and operating the Bouygues Group European Works Council, which cancels and supersedes all previous texts.***

#### ARTICLE 1 – SCOPE

The territorial scope encompasses the countries of the European Economic Area, including Switzerland, and shall include new Member States that fulfil the requirements of Directive 2009/38/EC and Article L. 2341-1 et seq. of the French Labour Code. This agreement applies to

all companies in the Bouygues Group as defined at Articles L. 2331-1 and L. 2331-2 of the French Labour Code whose headquarters are located within the territorial scope.

## **ARTICLE 2 – POWERS**

Pursuant to Article L. 2341-1 et seq. of the French Labour Code guaranteeing employees' rights to information and consultation at European level, the European Works Council is intended as a forum for information, the exchange of views and dialogue between management and employee representatives as defined in Directive 2009/38/EC, transposed into French law by Order no. 2011-1328 of 20 October 2011.

### **2.1 – Competence**

Pursuant to Article L. 2341-8 of the French Labour Code, the European Works Council is competent to consider transnational issues.

Transnational issues are defined as issues concerning a Community-scale undertaking or group of undertakings as a whole, or at least two undertakings or establishments of the undertaking or group situated in two different Member States.

### **2.2 – Information**

Pursuant to Article L. 2341-7 of the French Labour Code, information consists in the transmission of data by Group General Management to employees' representatives in order to enable them to acquaint themselves with the subject matter and to examine it.

As such, the European Works Council receives at an annual session information relating to the economic and financial situation and outlook of the Group, namely:

- the Group's structure,
- the Group's economic and financial situation and developments relating to significant equity interests at Group level,
- the economic outlook and strategies of its businesses,
- trends and prospects relating to employment, labour relations and workplace safety in its businesses,
- its businesses' participation in major European projects,
- the Group's sustainable development policy.

### **2.3 - Consultation**

Pursuant to Article L. 2341-1 et seq. of the French Labour Code, consultation is defined as an exchange of views and dialogue at European level with employees' representatives at such time, in such fashion and with such content as enables them to express an opinion on the basis of the information provided and within a reasonable time about the measures to which the consultation is related.

Should a major event occur on a European scale with transnational effects concerning the Group's future and having a considerable impact on employment within the Group, in particular in the event of relocation, the closure of companies or sites or redundancies, Group General Management shall organise, in a timely manner and taking into account the circumstances surrounding the event, a meeting specifically for an exchange of views and dialogue.

This meeting shall be held on the basis of a written report. Where the circumstances surrounding the event so require, the European Works Council may adopt an emergency timetable.

## 2.4 – Relations with other institutions that represent employees

Information and consultation of the European Works Council may not lead to infringement of the rules governing the right to information and consultation applicable in countries within the scope of this agreement, insofar as such rights may have another meaning, be of a different nature or apply to a specific local context. The powers of the staff representation bodies in each country, conferred upon them so that they can exercise their rights to information and consultation at that level, are not and may not be transferred to the European Works Council as a result of this agreement.

Generally speaking, the European Works Council may not replace existing staff representation structures in the countries covered by this agreement or call into question the prerogatives of staff representation bodies under national legislation or replace them. Likewise, the European Works Council may not infringe managerial prerogatives.

## ARTICLE 3 – MEMBERSHIP

### 3.1. – Chair and Number of Seats in the Staff Delegation

The Bouygues Group European Works Council comprises:

- the Group's **Chairman and Chief Executive Officer** or his representative, assisted by the persons of his choice with expertise in the matters raised at Council meetings;
- **24 standing members** representing the employees of the companies within the scope of the agreement, as follows:
  - 12 representatives of French companies,
  - 12 representatives of companies located in the other countries within the scope of the agreement, with one seat per country where there are at least 500 employees, any remaining seats being divided up between the countries on a proportional basis by the largest remainder method.

It is already provided that the staff representatives on the Council may be increased to a maximum of 30 members in order to take account of developments in the Group and the headcount in the countries included within the scope of the agreement. The number of standing members must be an even number;

- **an EFBWW representative**, employed by a Group company within the scope of the agreement;
- **an FECC representative**, employed by a Group company within the scope of the agreement.

Only the standing members are entitled to vote. However, when the Council has to vote on matters relating to its operation, the Chairman of the Council is also entitled to vote.

### 3.2. – Appointment of Members

The members of the Bouygues Group European Works Council must be employed by a Group company within the scope of this agreement and hold elected office as an employee representative or a union mandate. They shall be appointed in compliance with the national rules in effect in each country.

For France, the seats shall be divided between the trade unions in proportion to the voting results used to allot current seats on the French Group Works Council.

Group Management shall be informed in writing of each member appointed by the EFBWW or the EFCC.

No member may be appointed by Group Management, which shall guarantee freedom of speech for each member.

New members shall be appointed where:

- a member ceases to be an employee of a Group company within the scope of the agreement,
- a member loses his or her staff representation mandate(s) or union mandate in respect of a company within the scope of the agreement,
- a member changes his or her union membership.

The representatives of the EFBWW and the EFCC employed by a Group company within the scope of the agreement shall be appointed by those organisations.

### **3.3. – Term of Office**

Representatives on the Bouygues Group European Works Council shall serve a four-year term, subject to the provisions of Articles 3.1 and 3.2 relating to the allocation of seats and the conditions for appointing members. Terms of office shall start on 1 January 2013. Terms of office may be renewed.

### **3.4. – Substitute Members**

Substitute members shall be appointed in the same numbers as standing members and under the same conditions, at the same time and for the same term of office as standing members and observers. Substitute members shall receive the same written information as standing members.

If a standing member is temporarily indisposed, the substitute member shall become the standing member for the duration of such indisposition.

If a standing member becomes permanently indisposed, the substitute will become the standing member for the duration of the remaining term. A new substitute member shall be appointed for the duration of the remaining term.

### **3.5. – Observers**

If the scope of the Bouygues Group extends to countries acceding to the European Union, and until they become full Member States, each such country may appoint an observer provided it meets the conditions laid down in Article 3.1 of this agreement. The observer shall become a standing member when the country joins the European Union.

### **3.6. – Council Secretary**

At the first meeting after this agreement takes effect, the Bouygues Group European Works Council shall elect a **Secretary** from among its standing members.

In order to ensure that the European Works Council operates smoothly, the Secretary's current term of office at the date of this agreement shall be extended until the first meeting after the agreement takes effect.

### **3.7. – Council Bureau**

At the first meeting after this agreement takes effect, the Bouygues Group European Works Council shall institute a **Bureau**.

In order to ensure that the European Works Council operates smoothly, the Deputy Secretaries' current terms of office at the date of this agreement shall be extended until the first meeting after the agreement takes effect.

The Bureau shall have five members. Four members, at least two of whom must come from companies outside France, shall be elected by simple majority by the European Works Council from amongst its standing members. They shall take the title of **Deputy Secretary**. The Council Secretary shall be a Bureau member as of right and shall chair it.

The Bureau, chaired by the Secretary, is the contact point for Group Management, with the Secretary acting as intermediary where relevant. The Bureau helps the Secretary to draw up the agenda for meetings and the minutes and other records of meetings.

Meetings of the Bureau are organised under the responsibility of the Secretary, who may invite an expert from the EFBWW and the EFCC to take part. Expenses arising from these meetings shall be met from the European Works Council budget.

In order to ensure that the Bureau and Secretariat operate smoothly, Bureau members are allotted a total credit of 220 hours or equivalent days per year.

### **3.8. – Select Committee**

The Chairman of the Bouygues Group European Works Council or his representative and the Council Secretary and Bureau shall form the **Select Committee**. The Select Committee decides the items on the agenda of the annual meeting. It is responsible for preparing changes to the Council upstream in order to take account of developments in the Group, the distribution of its workforce in Europe and developments in Europe-wide themes likely to be included on the agenda. The Bouygues Group European Works Council may also decide by a majority vote of its members to delegate some of its tasks to the Select Committee.

Should a major event occur as defined at Article 2 of this agreement, Group Management may decide to call a meeting of the **Select Committee** before calling a special meeting of the European Works Council. Informed in advance by a written report sent to its members, the Select Committee shall be summoned in a timely manner, taking into account the circumstances surrounding the event, to a meeting specifically for an exchange of views and dialogue on the consequences arising from the event. Where the circumstances surrounding the event require the adoption of an **emergency timetable**, the Select Committee meeting shall be held at the earliest **72 hours** after the notice of meeting is sent and at the latest on the **sixth working day** after that date. In such an event, the notice of meeting shall be sent solely by electronic means.

By agreement between the Secretary of the European Works Council and Group Management, the Select Committee may be assisted by members of the Bouygues Group European Works Council who represent the countries and companies directly affected by such exceptional circumstances, and by European trade union experts from the ETUC and CEC.

The Select Committee may decide by a majority vote at the conclusion of such meeting to ask for a special meeting of the Bouygues Group European Works Council to be called, as set forth at Article 2 above. Such special meeting shall be held under the conditions and according to the timeframe set out in Article 4.2 below if an **emergency timetable** is adopted. In particular, the notice of meeting shall be sent in electronic form.

## ARTICLE 4 – OPERATION

### 4.1. – Frequency of Meetings

The Bouygues Group European Works Council shall meet regularly once a year in ordinary session and in plenary form. Meetings are called by the Chairman or his representative.

### 4.2. – Emergency Timetable in the Event of Extraordinary Circumstances

Where the circumstances surrounding the event require the adoption of an **emergency timetable**, the European Works Council meeting shall be held at the earliest on the **sixth working day** after the date on which the notice of meeting is sent and at the latest on the **twelfth working day** after that date. In such event, the notice of meeting shall be sent solely by electronic means, the above-mentioned date of sending being the date of the e-mail.

### 4.3. – Agenda

The agenda is drawn up jointly by the Council Chairman and Secretary, the latter being assisted where relevant by the Bureau, and sent to Council Members together with the relevant documents one month at the latest before the meeting, barring exceptional circumstances.

If a member of the Bouygues Group European Works Council wishes the agenda to include an item that falls within the Council's remit, the item must be sent to the Council Secretary five days before the European Works Council meeting, or 48 hours before the meeting if it was called in an emergency as set forth at Article 4.2 above. The Secretary shall inform the Chairman as soon as possible. The Secretary and Group Management are required to include the item only if it clearly falls within the Council's remit.

### 4.4. – Preparatory Meeting and Summing-Up Meeting

The annual plenary meetings of the Bouygues Group European Works Council are preceded by a preparatory meeting of the European Works Council which takes place the day before the plenary meeting. The meeting is chaired by the Secretary, who may invite an expert from the EFBWW and the FECC. On conclusion of the plenary meeting, the Secretary shall invite the members to a summing-up meeting.

### 4.5. – Experts

By agreement between the Bureau and Group Management within the Select Committee, the European Works Council may seek the assistance of an expert chosen by mutual consent.

The agreement concluded in this context shall include a letter of assignment, comprehensively setting out the purpose and content of the assignment and the deadline for the expert to submit his report. The assignment must fall within the remit of the European Works Council and be

necessary for the accomplishment of its tasks. The expert must draw up a report on the assignment and shall be invited to give a summary of it at a plenary meeting.

The agreement shall include the necessary budget, assumed by Group Management.

#### **4.6. – Interpretation and Translation**

The official language of the Bouygues Group European Works Council is French.

However, it is agreed that the Council's second language shall be English.

It is also agreed that Group Management shall provide simultaneous interpretation into English and the language of countries having at least two standing members present at the plenary meetings.

In all events, if a member in attendance speaks neither French nor English, simultaneous or whisper interpretation will be provided.

These provisions apply to both plenary sessions and preparatory meetings.

#### **4.7. – Minutes of Meetings**

At the end of each meeting, the Secretary shall draw up the minutes with the help of the Select Committee.

A summary shall be prepared in French and English within two months of the meeting and sent to the standing and substitute members, to any observers and to the members representing the EFBWW and FECC.

It is agreed that the summary shall be translated into the language of members who speak neither French nor English.

It shall be sent in French and English to the management of entities in Europe, who are responsible for passing it on to the secretariats of central staff representation bodies in each country concerned within four months of the meeting.

#### **4.8. – Rules of Procedure**

The signatory parties adopted Rules of Procedure for the Council on 4 May 2009, containing further details of certain aspects of its operation. The Rules of Procedure apply in full and unchanged. (**Annex 2**)

### **ARTICLE 5 – RESOURCES**

Time spent on European Works Council meetings, whether plenary sessions, preparatory meetings or Select Committee meetings, shall be treated as working time.

Group Management shall assume the operating costs of the European Works Council, including costs relating to plenary and preparatory meetings and Select Committee meetings called by Group Management (accommodation, room rental, cost of translation and interpretation, etc.).

Committee members' travel costs in connection with these meetings shall be assumed by their home company.

Group Management shall provide Council members, within their company, with an individual professional e-mail address so that they can receive and send messages relating to the activity and information of European Works Council members, and shall provide them with or guarantee them easy access to a personal computer.

The annual budget allotted to the Council for its operating expenses, excluding the expenses referred to above, which are assumed directly, is set at €15,500 per year. The Secretary shall ensure that the budget is used appropriately and in the Council's best interest.

In addition to this direct financing it is agreed that, on approval and on presentation of vouchers, Group Management shall assume travel and meeting expenses incurred during assignments in Europe, including in France, in connection with the Council Secretary's business.

#### **ARTICLE 6 – TRAINING**

Standing members of the European Works Council shall be given four days' training in legal, economic and social issues over their term of office, focusing on Europe and European institutions, comparative law in Europe and the role of the European Works Council and its members.

The training programme shall be organised by agreement within the Select Committee and may take place as part of a multi-year programme. Time spent in training shall be treated as working time and paid as such. Expenses in connection with meetings shall be assumed on the same terms as for Council meetings

#### **ARTICLE 7 – PROTECTION OF ELECTED REPRESENTATIVES**

Members of the Bouygues Group European Works Council shall enjoy protective measures in connection with their office according to the relevant law of each country. Group Management shall ensure that the laws concerned are scrupulously applied.

#### **ARTICLE 8 – TERM OF THE AGREEMENT**

This agreement is concluded for a four-year term. It shall take effect on 1 January 2012 and terminate on 31 December of the year in which the Bouygues Group European Works Council holds its fourth ordinary annual session.

It may be revised by agreement between Group Management and the majority of the standing members of the European Works Council, by agreement amongst its members.

The Bouygues Group European Works Council replaces the Special Negotiating Group within the meaning of Directive 2009/38/EC as regards its adaptation and renewal, as long as the European trade union federations concerned confirm their members' mandate and take part in negotiations.

The parties agree to examine the consequences on this agreement of any revision of Directive 2009/38/EC.

**ARTICLE 9 – GOVERNING  
LAW**

This agreement shall be governed by French law. In the event of differences of interpretation, the French version of the agreement shall prevail.

Any dispute relating to application of its provisions shall be referred to the competent French court, having regard to the place where Bouygues SA has its registered office.

This agreement shall be registered as required with the relevant authorities in France.

Done at Paris on 16 October 2012

In 28 original copies, reproduced for registration purposes in the number of copies required.

**For the Bouygues Group,**

Mr. Gérard LEMARIÉ, Group Workforce Relations Manager

**The members of the European Works Council,**

Belgium	Jurgen KUYPERS
Czech Republic	Pavel HÜBEK
	Jánoš ZDENKO
Poland	Jaroslav FURTAK
Romania	Ovidiu GHERGHINA
Slovakia	Stanislav BIROS
Switzerland	Jeronimo NOVAIS FRAGA
	Tobias BAUMANN
United Kingdom	Lilian KIBBLEWHITE
	Michelle STONLEY
	Nick AUSTIN

**For France:**

For CFDT,  
Mr. Ludovic DURAND

For CFTC,  
Mr. Alain WOITIEZ

Mr. Antoine FAURE

For CGT,  
Mr. Giovanni NORCIA

Mr. Roland BRUN

For FO,  
Mr. Bernard SOULEZ

Mr. Christian ROY

Mr. Jean-Michel MANACH

Mr. Francky MOUGON

Mr. Bernard ALLAIN

Mrs. Nadège DURAND

Mr. Marc BULKA

**or the European confederations:**

For EFBWW,  
Mr. Bernard MALNOË

For FECC,  
Mr. Dominique LEJEUNE



# ANNEX 1



## TO THE COLLECTIVE AGREEMENT FOR A GROUP OF EUROPEAN SCALE RENEWING THE

### BOUYGUES GROUP EUROPEAN WORKS COUNCIL

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#### ALLOCATION OF SEATS

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#### A) Allocation of seats by country

The basic rule for allocating seats on the Bouygues Group European Works Council is proportionality.

However, two other rules supplement this basic rule.

1. A headcount per country shall be specified on creation of the Council and on subsequent renewals of the agreement governing its operation, entitling countries that reach or exceed that figure to be allocated one seat as of right.
2. Unallocated seats shall be shared between the countries with the largest headcount using the proportional quotient and largest remainder method.
3. No single country may be represented by more than 50% of the seats.

On execution of this agreement, the rules set forth above give the following allocation:

COUNTRY	SEATS ALLOCATED AS OF RIGHT - HEADCOUNT > 500	SEATS ALLOCATED ON A PROPORTIONAL BASIS	TOTAL
FRANCE	0	12	12
BELGIUM	1	0	1
CZECH REPUBLIC	1	1	2
HUNGARY	1	0	1
POLAND	1	0	1
ROMANIA	1	0	1
SLOVAKIA	1	0	1
SWITZERLAND	1	1	2
UNITED KINGDOM (UK)	1	2	3
<b>TOTAL</b>	<b>8</b>	<b>16</b>	<b>24</b>

**B) Division of seats allocated to France between trade unions under Article 3.2 of the agreement**

The seats on the French Group Works Council allocated to trade unions are divided, for current terms of office, on the basis of the following results as at 31 December 2009.

Trade union	Number of elected representatives
FO	1,562
CGT	404
CGC	32
CFTC	388
CFDT	222
OTHER	41
<b>TOTAL</b>	<b>2,649</b>

For 12 seats to be filled the quotient is  $\frac{2649}{12} = 220.75$

This gives:

TRADE UNION	QUOTIENT	ALLOCATION BY QUOTIENT	ALLOCATION BY GREATEST REMAINDER	TOTAL
FO	1562 / 220.75= 7.0758	7	0	7
CGT	404 / 220.75= 1.8301	1	1	2
CGC	32 / 220.75= 0.1449	0	0	0
CFTC	388 / 220.75= 1.7576	1	1	2
CFDT	222 / 220.75= 1.0056	1	0	1
Other	41/220.75= 0.1857	0	0	0
<b>TOTAL</b>		<b>10</b>	<b>2</b>	<b>12</b>

## **ANNEX 2**



### **TO THE COLLECTIVE AGREEMENT FOR A GROUP OF EUROPEAN SCALE RENEWING THE**

### **BOUYGUES GROUP EUROPEAN WORKS COUNCIL**

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### **RULES OF PROCEDURE**

#### **PREAMBLE**

To ensure the smooth operation of the Council and to satisfy the aspirations of all those concerned by the relevance and effectiveness of its operating rules, it was agreed in the founding collective agreement of 19 February 2008 that the Bouygues Group European Works Council would draw up rules of procedure.

Having regard to the key rules contained in the agreement and to the provisions already liable to feature in the rules of procedure, and given that the Council, over time and drawing on its experience, will as appropriate add new rules to the rules of procedure arising from its practice,

the present Rules of Procedure of the Bouygues Group European Works Council are decided.

#### **ARTICLE 1 – MEMBERSHIP**

Having regard to the length of terms of office (four years) and in order to take account, during a term of office, of the possibility of considerable workforce changes affecting a country falling within the scope of the agreement in a more or less lasting way, the Select Committee under its remit arising from Article 3.8 of the agreement of 19 February 2008 shall regularly review the workforce situation in Group companies, country by country, at the end of each calendar half-year (30 June and 31 December).

In the light of that review and if necessary, the composition of the staff delegation on the Council may be changed during a term of office, in particular to take account of:

- the integration of a new company by a business line, such that the threshold of 500 employees in the country where it operates is clearly and lastingly exceeded,
- the disposal of a company by a business line, such that the workforce in the country where it operates clearly and lastingly falls below the threshold of 500 employees,
- a clear and lasting change in the size of the workforce linked to trends in activity in a country falling within the scope of the agreement.

Developments thus ascertained by the Select Committee during two consecutive half-years may give rise to:

- the creation of a seat for a new country with more than 500 employees that will automatically entail the creation of an additional seat for France,
- the elimination of a seat for a country which no longer meets the 500 employee criterion. In such case, the seat will become one of the excess seats attributed on a proportional basis to the countries with the most employees, not including France.

In view of the 30-member limit set forth at Article 3 of the agreement, three additional seats may be created for three countries falling within the scope of the agreement, giving rise to the creation of three additional seats for France. Beyond that, the number of excess seats attributed on a proportional basis (i.e. two seats) shall be reduced accordingly.

The Select Committee shall propose the changes at the European Works Council's annual ordinary session. If the Council approves them, they shall take effect immediately after the plenary meeting.

## **ARTICLE 2 – ROLE OF THE SECRETARY AND DEPUTY SECRETARIES**

The Secretary ensures that the Council's decisions are implemented. He is responsible for all administrative tasks, including in particular the Council's correspondence, and for managing the budget allocated to the European Works Council. As such, he shall draw up an annual budget account and present it to the members of the Bureau. He shall represent the Council simultaneously with the Chairman for the exercise of civil personality, within the limits of his remit or for day-to-day business. He may not under any circumstances stand in for the Council or take decisions on his own that should be taken in a collegiate basis by a majority vote.

## **ARTICLE 3 – ELECTION OF THE SECRETARY AND THE BUREAU**

The Secretary shall be elected by a simple majority in a one-round secret uninominal ballot.

The Bureau shall be elected by a simple majority in a one-round secret list ballot.

The Chairman and the representatives of European Federations shall not take part in ballots.

Members of the Bureau are elected for four years. Should a seat fall vacant, the Council will elect a replacement at the next plenary meeting of the European Works Council.

## **ARTICLE 4 – VOTING PROCEDURE AND MAJORITY**

Only full members may take part in ballots. A deputy replacing a full member shall exercise the voting right in his or her stead.

The Council may decide to substantiate its advice. In such case, the Chairman and the Secretary must agree on the wording.

Votes shall be taken by show of hands except where provision is made for a secret ballot or at the request of any member.

Council advice "for" or "against" shall be adopted by a simple majority of the members in attendance.

Abstentions (or blank or spoilt votes in the event of a secret ballot) shall not be counted as votes either "for" or "against". However, the Council shall be deemed to have adopted a decision if it is approved by half plus one vote of the members in attendance and to have rejected a decision if it is disapproved by half plus one vote of the members in attendance.

#### **ARTICLE 5 – MEMBERS' OBLIGATIONS**

Council members are required to respond formally and precisely within the time limit to invitations from Group Management and the Council Secretary in order to ensure the orderly operation of the Council and avoid unnecessary burdens.

The members of the Select Committee and the European Federations are responsible for ensuring that this principle is duly applied.

#### **ARTICLE 6 – TERM AND AMENDMENTS**

These rules of procedure may be amended and supplemented by a decision of the European Works Council duly approved by a majority of valid ballots.

Such a decision may not impose new burdens on the company, going beyond its statutory and voluntary obligations in the matter, unless it consents to them.

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Done at Paris on 16 October 2012