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**AGREEMENT ON THE COMPOSITION AND OPERATION OF THE
GROUPE EUROTUNNEL EUROPEAN COMPANY WORKS COUNCIL**

Between

The undersigned parties, members of the special negotiating group

Mr Sébastien RINGOT, **C.G.T.**

Mr Philippe VANDERBEC, **C.G.T.**

Mr Vincent PIEDBOIS, **C.G.T.**

Mr David LECOUSTRE, **C.G.T.- F.O.**

Mr Stéphane SAUVAGE, **C.G.T.- F.O.**

Mr Patrick HAMY, **C.F.D.T.**

Mr Dominique TIRMARCHE, **C.F.E.-C.G.C.**

Mr Mark SWAINE, **UNITE.**

Mrs Anne-Lous BOEVE, **UNITE.**

Mr Barry HARE, **ASLEF.**

Mr Mark CORNWALL, **Company Council** Eurotunnel Services Limited.

All duly authorised by their federations and/or committees,

- of the one part -

And

The **Executive Management of Groupe Eurotunnel SE**, represented by Mr. Xavier MOULINS, Human Resources Director of GET SE and duly authorised in that capacity,

- of the other part -

who have today entered into the following Agreement:

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DEFINITIONS

The following terms shall have the following meanings whenever used in this agreement (hereinafter the "**Agreement**"):

- **SE:** designation of Groupe Eurotunnel Société Européenne.
- **GET SE:** The stock exchange trading name of Groupe Eurotunnel Société Européenne.
- **SNB (Special Negotiating Body):** a body whose remit is to determine with the executive management the arrangements for staff involvement in the European Company. The Agreement was drafted by the SNB.
- **SE Works Council:** organisation established by the Agreement to ensure information and consultation of the staff of the companies that comprise the European Company (SE).
- **Group Council:** Council established by an agreement dated 31st January 2014 and comprising the company Groupe Eurotunnel SA and all its French subsidiaries or sub-subsidiaries controlled or dominated by it.
- **European Works Council:** *sui generis* informal council established by an agreement dated 28th October 1998 comprising representatives of the staff of Eurotunnel Services GIE and the staff of Eurotunnel Services Limited.

PREAMBLE

Eurotunnel has historically brought the UK and France closer together by creating the Channel Fixed Link.

Groupe Eurotunnel SA is now a company deeply ingrained in Europe, quoted on the London and Paris stock markets. It has approximately 3,800 employees in the UK and France (as at 31/12/2013).

Groupe Eurotunnel has a tradition of exchange and dialogue with staff representative bodies. A *sui generis* body called the European Works Council was set up back in 1998 as a transnational information and consultation body. The European Works Council has proved to be a particularly dynamic body, bringing English and French employees together twice a year to discuss the company's situation and its projects and prospects.

More recently, the French company has established a Group Council comprising representatives from Groupe Eurotunnel SA and all its subsidiaries to address issues relating to the Group's economic and social activity.

Groupe Eurotunnel firmly believes that such a dialogue is in everyone's interest and promotes the company's harmonious development. To build on this, it therefore decided to change the corporate form of the public limited company Groupe Eurotunnel SA to a

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European Company. This change from Groupe Eurotunnel SA to a European Company (SE) in no way affects the subsidiaries of Groupe Eurotunnel.

Choosing the legal form of a European Company is evidence of the desire shared by the companies and staff representatives to combine cultural backgrounds and develop a European-scale corporate culture.

This European dialogue has fostered the development of a sense of shared belonging to Groupe Eurotunnel, in its European dimension.

The European scale will become a new forum for dialogue which is bound to promote quality consultation for everyone's benefit.

The Executive Management of Groupe Eurotunnel and the staff representatives are convinced that such an initiative will generate economic efficiency and improvement in the working conditions of all employees.

Concerned to ensure harmony between the various national and supra-national dialogue forums, the Executive Management and the staff representatives want the powers of the SE Works Council to be understood in line with the remits of the existing bodies.

A special negotiating body (SNB) was established to determine, by a written agreement between the employee representatives and the Executive Management, the arrangements for staff involvement in the Groupe Eurotunnel SE Works Council.

Against this background, this agreement (the "**Agreement**") was entered into by the parties in accordance with EU Directive 2001/86/EC, transposed in France by Articles L. 2351-1 et seq. of the Employment Code.

The purpose of this Agreement is to bring together the interests of the company and the employees in a collective process addressing all transnational issues in a spirit of consultation and dialogue.

CLAUSE 1 - COMPOSITION OF THE GET SE WORKS COUNCIL

1.1.: Representation of GET SE Executive Management

The Executive Management of the SE is represented by the Chairman and Chief Executive Officer of the GET SE or, in exceptional cases, his representative. He chairs the meetings and may be assisted by two persons of his choice acting in an advisory capacity, in accordance with Article L 2353-7 of the French Employment Code.

The head of the European Company or his representative chairs the SE Works Council, in accordance with Article L 2353-13 of the French Employment Code.

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1.2.: Representation of GET SE staff

In accordance with the Agreement on the allocation of seats on the Groupe Eurotunnel SE Works Council entered into on 1st December 2014, the GET SE Works Council comprises 12 full members and 12 substitute members representing the staff of the SE and its subsidiaries, with 7 representatives for France and 5 for the UK.

The representatives on the SE Works Council are elected or appointed in accordance with legal requirements and the stipulations of the Agreement on the allocation of staff representative seats on the SE Works Council, dated 1st December 2014

The substitute staff representatives replace the full staff representatives in their absence of in the event of permanent loss of their eligibility to hold office.

1.3: Union representative

The SE Works Council also has one union representative from each union organisation represented, who is appointed from the members of the SE Works Council, i.e.:

- 4 union representatives for France (1 for CGT-FO, 1 for CFDT, 1 for CFE-CGC, 1 for CGT);
- 2 union representatives for the UK (1 for ASLEF, 1 for UNITE).

In the case of France, the union representatives appointed by the union organisations represented on the SE Works Council are employees of one of the companies in the Group and must hold a mandate, either as an elected member of a Works Council, an Establishment Council or a single common representative body (Délégation Unique du Personnel), or a staff representative, or a union representative on a works council.

These union representatives attend plenary and preparatory meetings of the SE Works Council but do not have any voting rights.

The union representatives are members of the SE Works Council.

CLAUSE 2: REMIT OF THE SE WORKS COUNCIL

2.1. Informing the SE Works Council:

2.1-1. Competence in economic and social matters

Information means the information provided by the governing body of the SE to the body representing employees on important matters concerning the SE and exceeding the powers of the decision-making bodies located in a Member State.

This information is transmitted in such a way as to allow the employees' representatives to assess its possible impact and, where appropriate, prepare for consultations with the competent body of the European Company.

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Prior to any decision of significant importance concerning the scope, legal or financial structures of the SE and any consequences on employment, the SE Works Council is formally informed of:

- The status of the SE:
 - Structure of the SE
 - Economic and financial situation

- The probable developments and strategic directions of the SE:
 - Probable development of its activities, production and sales
 - Investments
 - Acquisitions
 - Production transfers
 - Mergers, takeover bids or exchange tender offers

- Substantial changes likely to affect the interests of the SE employees:
 - Situation and probable trend of employment
 - Substantial changes to the organisation
 - Introduction of new working methods or production processes
 - Production cutbacks, company or establishment closures
 - Collective redundancies of a significant size
 - More generally, any exceptional serious circumstances affecting or likely to affect employees' interests.

Within the context of this information, the SE Works Council will receive:

- The consolidated accounts and balance sheets of GET SE;
- The Auditors' reports for the corresponding accounts.

Information will be transmitted through reports given to SE Works Council staff representatives and the union representatives indicated in clause 1.3 of this agreement, at least 15 calendar days before the annual meeting is held, accompanied by the agenda, in accordance with Article L 2353-17 of the French Employment Code.

2.1-2 Competence in takeover bid or exchange tender offer matters

Information on any decision to make a takeover bid or exchange tender offer pertaining to a company can only be given to the SE Works Council once the bid has been made public. In this case, the Council is convened within eight days following publication of the bid so that it can be given detailed written information on the content of the bid and its likely consequences on employment, in accordance with Article L 2353-6 of the French Employment Code.

2.2. Consultation of the SE Works Council

Consultation means the establishment of dialogue and the exchange of views between the employee representatives and the competent body of the European Company in such a way as to allow the employee representatives, on the basis of the information provided, to express an opinion on measures envisaged by the competent body. This opinion may be taken into account within the decision-making process within the SE.

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However, the opinion of the SE Works Council does not affect the prerogatives of the Executive Management in its decision-making power.

For the purposes of this consultation, the SE Works Council will be provided with detailed written information on the issues addressed.

The SE Works Council is consulted on all measures envisaged which significantly affect employees' interests, particularly:

- relocations or closures of undertakings or establishments giving rise to a substantial staffing change;
- a merger having a substantial impact in terms of staffing;
- any transnational project involving a reorganisation.

The opinion of employee representatives is sought in the case of consultations at the ordinary or extraordinary plenary meeting of the SE Works Council, as specified in clause 3.1 below.

For an ordinary meeting, the employee representatives and the union representatives indicated in clause 1.3 hereof receive the documents required for their consultation at least 15 calendar days before the date of the meeting, in accordance with Article L 2353-17 of the French Employment Code. For extraordinary meetings, the Management representatives must do everything to ensure that the documents are provided as quickly as possible.

These documents are produced in French and English.

The SE Works Council gives its opinion in time for the meeting in which it is consulted. In the case of projects that are particularly important, a second meeting might be arranged; however, the opinion must be given within no more than eight days of the first consultation meeting.

CLAUSE 3: MEETINGS AND SELECT COMMITTEE OF THE SE WORKS COUNCIL

3.1.: Meetings of the SE Works Council

3.1-1.: Ordinary plenary meetings

The SE Works Council meets twice a year in an ordinary plenary session convened by its Chairman or his representative.

The Executive Management of the European Company decides on the venue of meetings.

The full representatives, or their substitutes in their absence, and the union representatives indicated in clause 1.3 of this agreement, may attend plenary meetings.

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The agenda is drawn up jointly by the Chairman or his representative and the Secretary of the SE Works Council, in accordance with Article L 2353-17 of the French Employment Code.

This agenda is sent by the SE Executive Management at least 15 calendar days before the meeting to the SE Works Council full employee representatives and the union representatives indicated in clause 1.3 of this agreement, and for information copied to the SE Works Council substitute employee representatives.

The SE Works Council plenary meeting dates are set by the Chairman or his representative, endeavouring to organise them concomitantly with those of the Group Council representing the French subsidiaries.

By way of derogation, the agenda for the first plenary meeting of the new term of office is decided by the Chairman or his representative.

3.1-2.: Extraordinary meetings

Where there are exceptional circumstances affecting the employees' interests to a considerable extent, particularly in the event of relocations, the closure of establishments or undertakings or collective redundancies, the SE Works Council may meet, if it requests, and a meeting has not been convened at the initiative of the SE Chairman. This request is made by the Secretary, who may ask the SE Works Council to meet as a whole or the Select Committee to begin with.

The SE Works Council is then informed and consulted on the issues seriously affecting employee interests in accordance with Article L 2353-5 of the French Employment Code.

This information/consultation activity takes place in good time.

The employee representatives, and the union representatives indicated in clause 1.3 of this agreement receive the documents required for their consultation as soon as possible, in French and English.

The extraordinary meetings may be held as videoconferences, telephone conferences or any other virtual means of communication if the circumstances so warrant.

3.1-3.: Preparatory meetings

The ordinary or extraordinary plenary meeting may be preceded by a preparatory meeting.

Preparatory meetings are attended by the full representatives or, in their absence, their substitutes, and the members of the additional delegation specified in clause 1.3 of this agreement.

The dates of preparatory meetings of the SE Works Council are set by the Chairman or his representative.

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3.2.: Select Committee of the SE Works Council

3-2-1: Composition of the Select Committee

The Select Committee, set up at the first meeting of the SE Works Council following the appointment of its members, has 6 members, 3 UK members and 3 French members. It is composed of:

- The Secretary;
The SE Works Council appoints a Secretary at the first plenary meeting of the term of office. The Executive Management may take part in appointing the Secretary.

This vote is taken by a show of hands unless requested otherwise by the majority of the voters. Voting is then by secret ballot.

Loss of eligibility to hold the office of Secretary will result in a new election under the conditions set out in the foregoing paragraph.

- Five SE Works Council employee representatives, elected from among the SE Works Council full members by a majority vote by the members present at the first meeting of the SE Works Council. They are elected for the duration of the Agreement and must be representative of the composition of Groupe Eurotunnel SE in its diversity of countries and businesses. This vote is taken by a show of hands unless requested otherwise by the majority of voters. Voting is then by secret ballot.

If a member of the Select Committee loses their mandate, a new election will then be held under the conditions specified in the paragraph above.

One of these abovementioned five representatives may, in exceptional circumstances, have to replace the Secretary in his absence, by express delegation by the SE Works Council Select Committee.

Rules of Procedure for the SE Works Council will be proposed and drafted by its Secretary and approved by the Executive Management or its representative. These Rules of Procedure may make arrangements for taking account of repercussions on the SE Works Council of changes made to the structure or dimension of the European Company. Such changes may be reviewed at the two plenary meetings of the European Company Works Council.

The Rules of Procedure are then submitted to the SE Works Council for approval at a plenary meeting by the majority of members present.

3-2-2: Functions of the Select Committee

The functions of the Select Committee cannot, on principle, take the place of the functions within the competence of the SE Works Council.

The role of the Select Committee is to prepare the SE Works Council meetings, in particular in preparatory meetings. The members of the Select Committee have the necessary resources for this purpose, allocated in consultation with the SE Management.

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The Select Committee members, at the initiative of the Secretary and after having duly informed the Chairman (or his representative), may therefore meet in advance of the preparatory, extraordinary or plenary meetings using their time-off allowance. The Chairman of the SE Works Council, who is the head of the SE (or his representative), may attend Select Committee meetings.

The Select Committee may also hold extraordinary meetings under the conditions given in clause 3.1-2.

3.2-3: Functions of the Secretary

The Secretary draws up the agenda for meetings in consultation with the Chairman of the SE Works Council, or his representative.

The Secretary is responsible for coordinating the work of the SE Works Council members, with a view to preparing for meetings of the SE Works Council, and produces the minutes of plenary and extraordinary meetings which he sends to the members of the SE Works Council and the Management.

The Secretary is assisted in producing the minutes of plenary meetings by a service provider, paid by the SE, who specialises in taking notes.

3.2-4: Attendance by European Labour Union Confederations

The parties to this Agreement agree that 2 experts appointed by European Labour Confederations may attend the Select Committee when working in preparatory meetings.

The appointments will be made under the following condition:

- One expert appointed by the European Trade Union Confederation,
- One expert appointed by the European Confederation of Executives and Managerial Staff.

Only the expenses specified in clause 4.5 of this Agreement and connected with the intervention of these experts will be paid by the SE.

CLAUSE 4: MEANS

4.1.: Time spent at meetings and travelling

The time spent by members of the SE Works Council at plenary, extraordinary and preparatory meetings as well as at meeting at the employer's initiative is reimbursed as actual working time by the subsidiaries employing the SE Works Council members¹.

Furthermore, for each meeting of the SE Works Council and the Select Committee, an "average" travelling time will be evaluated according to the location of the meeting and the location from which each employee has to travel. This "average" travel time will be

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considered as effective working time and will not be deducted from the time-off allowance indicated below.

4.2.: Time-off allowance

Each full member the SE Works Council, and members of the additional delegation specified in clause 1.3 of this agreement, with the exception of the SE Works Council Secretary, has an allowance of 40 hours per annum.

The SE Works Council Secretary has an allowance of 60 hours per annum.

These annual time-off quotas are job-related and are calculated on a pro rata basis when a term of office starts during the year or if a member is permanently replaced during the year.

In this latter case, this pro rata calculation must be based on the number of months of office already completed in the calendar year by the outgoing member and not on the basis of the number of half-days already used by the outgoing member since the start of the year.

4.3.: Training

The Executive Management will organise training days, in consultation with the SE Works Council Secretary, to facilitate an understanding of GET SE and its economic, financial and social environment by all full and substitute representatives on the SE Works Council and the union representatives indicated in clause 1.3 of this agreement.

The number of training days for each full and substitute representative of the SE Works Council is a maximum of 6 days in each term of office.

4.4.: Assistance of an expert

The SE Works Council may, on its initiative, call on the assistance of an expert to exercise its functions pursuant to Article L. 2353-22 of the French Employment Code.

The expert is selected at the 1st plenary meeting by a majority vote by the SE Works Council employee representatives. This vote is taken by a show of hands unless requested otherwise by the majority of the voters. Voting is then by secret ballot.

The expert's fees are paid by GET SE after receiving the express approval of the Chairman or his representative. Payment of the fees is conditional upon compliance with the principle of reasonable and justified expenses.

4.5: Expenses associated with SE Works Council meetings

Only the expenses associated with Select Committee meetings, preparatory, extraordinary and plenary meetings organised at the initiative of the employer or with the latter's approval listed exhaustively below will be paid by GET SE:

- ◆ travel expenses

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- ◆ meal expenses
- ◆ accommodation expenses
- ◆ The costs associated with holding meetings, such as the costs of translating and distributing working documents, meeting minutes or even room hire, will be paid by GET SE.

The abovementioned expenses are only reimbursable if they comply with the principle of reasonable and justified expenses and the business travel, accommodation and meals procedure (*available from the HR Department*).

Only expenses that conform to this principle will be reimbursed by GET SE on production of receipts via the use of an expense claim processing (*available from the HR Department*).

Expenses are considered reimbursable if they conform to GET SE procedures and if the original bills or receipts are attached to the expense claim. Credit card vouchers are not considered to be proof of purchase.

In the case of car travel, mileage reimbursement is subject to production of a copy of the registration document of the vehicle used and is calculated using the mileage allowance scale applicable to GET SE.

4.6.: Working language

The working languages are English and French.

Working documents and, generally, all paper documents will be translated into English and French and distributed to all SE Works Council members.

4.7.: Interpreting

At each plenary or preparatory meeting, an interpreter, paid by the SE Management, will translate discussions and speeches from English to French and French to English.

CLAUSE 5: MINUTES

The SE Works Council Secretary drafts the meeting minutes, with the assistance of an outside service provider paid for by the SE Management.

The minutes are distributed in the month following the meeting to the Executive Management and the members present.

Any requests for changes to these minutes by the meeting attendees are sent within fifteen days following their distribution to the Executive Management and SE Works Council Secretary who will include them in the minutes provided that they are consistent with the conduct of the meeting and the views expressed there.

The final version of the minutes is definitively approved at the next plenary meeting.

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These minutes are drafted in French and translated into English. Each representative receives these minutes in both languages.

CLAUSE 6: CONFIDENTIALITY

6.1.: Professional secrecy and duty of discretion

Members of the SE Works Council and the experts who assist them are bound by a duty of discretion with regard to the strategic, economic and financial information to which they have access as part of their office and which has been expressly disclosed to them in confidence.

All members of the SE Works Council continue to be bound by this duty, even after the expiry of their term of office, without time limitation, for such period of time as they were asked to respect the confidentiality.

The expert reports belong to the SE Works Council and may not be reproduced or distributed.

6.2.: Informing employees

While respecting professional secrecy and the duty of discretion described above, the employee representatives on the SE Works Council can inform the staff representatives of the SE subsidiaries about the information and consultation procedure discussions and outcomes.

CLAUSE 7: TERM OF OFFICE

The term of office of members of the European Company Works Council runs from 1st January 2015 for a period of four years.

In accordance with paragraph 2 of Clause 1.2. of this Agreement, if a full or substitute representative of the SE Works Council loses his eligibility to hold office as an elected member on a Works Council, Establishment Council or a DUP (single common representative body) of a company within the SE, he will immediately cease to be a member of the SE Works Council.

Furthermore, if one of the SE Works Council members is employed by a company that leaves the scope of consolidation of the SE Works Council, his term of office will end immediately.

An SE Works Council member's term of office ends under the following conditions:

- In the case of full members, his substitute will then be appointed definitively as a full member of the SE Works Council for the remaining time the term of office has to run.

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- In the case of a substitute member, his replacement will be appointed or elected under the same conditions as a full member at the beginning of a term of office, in accordance with the rules that apply in their country of employment. The replacement's term of office will be the time that the substitute who has lost his mandate as an elected member had left in office.

CLAUSE 8: DURATION OF THE AGREEMENT

This Agreement is entered into for a fixed duration, for the duration of the terms of office of the SE Works Council members with effect from 1st January 2015 and in any case will end on 31st December 2018.

CLAUSE 9: FINAL PROVISIONS

9.1. Revision of the Agreement

The Agreement may be revised, particularly if an adaptation proves necessary because of changes to the legal or regulatory context.

Likewise, if once the SE has been registered, changes should occur in the structure of the company, the location of its headquarters or the number of employees it has, and they are likely to substantially affect the composition of the European company works council or the procedures for employee involvement, as laid out by the Agreement, the SE Works Council will negotiate a new agreement.

A new agreement will be negotiated at the joint initiative of the Chairman and secretary of the SE Works Committee

The revised agreement will be discussed in a plenary session and must be entered into by the Chairman of the dominant company and the absolute majority of the members of the SE Works Committee whose term of office is ending because of the changes affecting the SE.

The Agreement may only be revised after a 3-month notice period from the decision to open negotiations on the negotiation of a new agreement.

9.2. Governing law

As the registered office of Groupe Eurotunnel is located in France, this Agreement will be governed by French law.

9.3. Notification and filing formalities

The Agreement will be translated into English. This translation will be for information purposes only. Only the French version will be valid between the Parties.

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The French version will be filed with the appropriate Direction Régionale des Entreprises, de la Concurrence, de la Consommation, du Travail et de l'Emploi (regional authority for enterprises, competition, consumption, labour and employment).

One of the parties will submit a copy of the Agreement to the registry of the appropriate Conseil de Prud'hommes (conciliation tribunal).

Made at Paris, 1st December 2014.

In ten copies: each party receiving a copy after signature (eight copies), one copy to the DIRECCTE (regional authority for enterprises, competition, consumption, labour and employment) and one copy to the Conseil des Prud'hommes (conciliation tribunal).

For and on behalf of GET SE:

Signature:

*The Groupe Eurotunnel Human Resources Director
Mr. Xavier MOULINS*

For and on behalf of the Special Negotiating Body representing the employees of the Group companies

Mr Sébastien RINGOT, C.G.T.

Mr Philippe VANDERBEC, C.G.T.

Mr Vincent PIEDBOIS, C.G.T

Mr David LECOUSTRE, C.G.T.- F.O.

Mr Stéphane SAUVAGE, C.G.T.- F.O.

Mr Patrick HAMY, C.F.D.T.

Mr Dominique TIRMARCHE, C.F.E.-C.G.C.

Mr Mark SWAINE, UNITE

Mrs Anne-Lous BOEVE, UNITE

Mr Barry HARE, ASLEF

Mr Mark CORNWALL, **Company Council** Eurotunnel Services Limited,