

# CLUB MEDITERRANEE

## 09-11-1999



[translated from French]

### *AGREEMENT ON THE ESTABLISHMENT AND OPERATION OF THE CLUB MEDITERRANEE EUROPEAN SOCIAL DIALOGUE COUNCIL*

#### **PREAMBLE**

On 18 September 1996 the Management of Club Méditerranée SA, a French public limited company and parent company of the Club Méditerranée Group, concluded with the relevant European trade union (SETA-UITA, affiliated to the ETUC) and the national trade unions (France: CFDT, CGT-FO, SIPCM; Italy: UIL-TUCS, FISASCAT-CISL, FILCAMS-CGIL) an advance Agreement under Article 13 of European Directive No. 94/45 of 22 September 1994 on the European Works Council.

That Agreement was concluded for a fixed three-year term ending on 18 September 1999 and stipulated that, once the parties had reviewed the operation of the European Council during those three years, they would decide whether or not to renew the Agreement and, if necessary, to revise it.

The signatory parties therefore held a meeting, at which they noted the positive effects of the establishment and operation of this supranational social dialogue body on the information received by the entire workforce employed within the European Union about the activities and strategy of the Group and also on the development of exchanges between the Group Management and the representatives of these employees.

Consequently, they have agreed to renew the provisions of the Agreement of 18 September 1996 for an indeterminate period, with the addition of certain clarifications and amendments deemed necessary as a result of the review of the European body's operation and the evolution in the Group's composition and scope in the various European Union countries.

The present Agreement therefore reproduces that of 18 September 1996, with certain amendments and additions.

It is open to signature by any other trade union organisation which is representative in one or more of the European companies of the Group.

#### **ARTICLE 1: SCOPE**

This Agreement shall cover all the establishments and companies of the Club Méditerranée Group situated within the European Union, however many employees the subsidiaries concerned may have.

The European Social Dialogue Council is therefore intended to represent all the employees of these companies. However, only those Member States in which a workforce of at least 100 persons is employed during the season are entitled to occupy seats on the European Council.

## ARTICLE 2: COMPOSITION OF THE COUNCIL

- The European Social Dialogue Council shall comprise:
  - on one side, the Chairman of Club Méditerranée SA, or his representative, who shall chair the Council.

The Chairman may be assisted by any members of staff of the Group whose participation he considers useful.
  - and, on the other,
    - ◆ 15 representatives of the staff of the companies referred to in Article 1 of this Agreement and one representative from SETA-UITA.
- Distribution of seats among employee representatives

The country by country distribution of the 15 seats allocated to employee representatives shall be made in the following way, in the light of the numbers of workers employed in each country:

7 representatives for France;  
3 representatives for Italy;  
2 representatives for Spain;  
2 representatives for Greece;  
1 representative for Portugal.

This distribution shall be fixed for a period of four years, renewable by tacit consent for the same period.

In the case of major changes in the European structure or workforce of the Group, the signatory parties may modify this distribution by common consent in the form of an amendment drawn up before the end of the four-year period concerned.

An equal number of alternate members and of titular members shall be appointed in each country. The alternate members shall replace the titular members at the various meetings if the latter are unable to attend either temporarily or permanently. They may attend only under these circumstances.

Moreover, should a decision of a transnational nature falling within the scope of the European Council have repercussions on workers employed in a European country not represented on the European Council due to the size of its workforce (cf. Article 1), a representative of the employees concerned may attend the meeting(s) of the Council or Council Liaison Office devoted to this matter. The method of appointing this representative shall be determined following consultation with the secretary of the European Council.

- Methods of appointing staff representatives

- The staff representatives must necessarily be members of staff at one of the undertakings falling under the scope of the Agreement.

They must also hold an elective or trade union position within one of the undertakings.

The loss of a delegate's elective or trade union position in his/her home country shall entail the loss of his/her position as a European Council member.

- The French staff representatives shall be nominated by the representative French trade union organisations from among their elected members on the works council of their undertaking or establishment or from among their designated trade union delegates. The distribution of seats between the trade union organisations shall be fixed for a four-year term on the basis of proportional representation as manifested at the last elections of the works council of the undertaking or establishment, following agreement between the Management of the parent company Club Méditerranée SA and the trade union organisations.

The names of the titular and alternate members appointed shall be forwarded by mail by the trade union organisations to the Human Resources Management of Club Méditerranée SA.

- In each of the other European countries concerned, the staff representatives shall likewise be appointed by the representative trade union organisations from among their elected members or from among their trade union delegates in the different companies concerned.

The distribution of seats between the trade union organisations shall be fixed for a four-year term, based on the degree of representativeness of these organisations in the companies concerned and on national customs, following agreement between the Management of the country concerned and the trade union organisations.

- Should it prove impossible, in a certain country, to reach a unanimous agreement on this distribution of seats with a view to the appointment of that country's representatives on the European Council within one month of the signature of this Agreement (or, subsequently, within one month of the end of the four-year duration of the national agreement in question), the rules and procedures laid down by the law transposing the European Directive in the country concerned shall be enforced. Any disputes concerning its enforcement shall be discussed in the Liaison Office of the European Council.

The names of the titular and alternate members appointed in each country shall be forwarded by mail by the trade union organisations to the Management of the country concerned within two months of the signature of the Agreement.

- Term of office of staff representatives on the European Council

The staff representatives shall be appointed for a period of four years, corresponding to the duration of the agreement on the distribution of seats concluded in their home country as provided for above. Their term of office shall automatically be terminated at the end of this period. It may however be terminated before the expiry of this period if the elective or trade union position in their home country is lost or if the trade union organisation concerned appoints a different representative before those four years come to an end.

### **ARTICLE 3: NATURE AND PURPOSE OF THE COUNCIL**

- The European Council is a body for information, deliberation and consultation at the Community level, whereby the term 'consultation' is to be understood as holding an exchange of views and establishing a dialogue, without this implying any requirement for the Group to seek the opinion of the Council before making the decisions it has to take. This provision is in keeping with the European Directive and the French law of transposition, which the parties agree to take as a point of reference on this point.

The spheres dealt with shall in particular be:

- The structure and organisation of the Group, and the major changes which may affect them;
- The economic and financial situation of the Group, its strategic perspectives and its investment plans;
- The situation and probable trend of employment, as well as general intentions concerning vocational training and gender equality in the workplace;
- The introduction of new working methods;
- The downsizing or closure of establishments and collective redundancies.

Other subjects may also be dealt with, following agreement between the chairman and the secretary of the European Council.

- Given that it is a supranational body with a European-level remit, the European Council shall be responsible only for issues coming within the above-stated spheres and having a transnational impact, i.e. affecting at least two establishments or undertakings of the Group situated in different Member States. However, information on a topic concerning one single country may be provided if the Group Management deems it advisable and by agreement with the secretary of the European Council.

The role of the European Council is both distinct from and complementary to that of the staff representation bodies which may exist at the level of each European company of the Group.

In no case may it replace these bodies nor usurp their fields of competence.

## **ARTICLE 4: OPERATION**

### **Organisation, Office**

A Liaison Office shall be constituted within the European Council. It shall be composed of the SETA-UITA representative and three other Council members elected by the Council from among its members by a simple majority.

One of the members of this Office shall be elected by the Council by a simple majority to the post of Council secretary.

The secretary shall have in particular the task of organising the preparatory meeting and preparing the agenda with the chairman. He shall be the Management's correspondent for all matters concerning the Council.

### **Frequency of meetings**

The European Council shall meet once a year following convocation by its chairman (during the low season between winter and summer, in May).

Furthermore, the Liaison Office shall hold a meeting once a year with the chairman (during the low season between summer and winter, in October or November).

In addition, if justified by exceptional circumstances, an extra meeting of the Liaison Office may be convened during the same year following agreement between the Council chairman and secretary.

When the meeting of the Liaison Office has on its agenda an item relating directly to the workforce of a country not represented within this Office, a member of that country's works council shall be invited by the Council secretary to attend the meeting.

The Council members may hold a preparatory meeting on the day before each plenary meeting.

### **Agenda**

The agenda shall be drawn up by the chairman in agreement with the Council secretary, and shall be communicated to the members at least two weeks before the session (save in exceptional circumstances justifying a meeting of the Liaison Office, in which case the minimum period is reduced to one week).

### **Minutes of the Meeting**

The minutes of the plenary or Liaison Office meeting shall be drawn up in French by the Human Resources Management of the Group.

The minutes shall be circulated to the Council members, accompanied by translations in their respective languages, by courtesy of the Human Resources Management. The Managements of the countries concerned shall also receive a copy of the minutes.

## **ARTICLE 5: RESOURCES**

### **Time spent as delegates**

The time spent by the employee representatives in plenary or preparatory meetings or in meetings of the Office (with the chairman) shall be paid as effective working hours.

The travelling time necessary for their attendance at meetings shall also be paid as effective working hours.

The time spent by the SETA-UITA representative in travelling and in preparing and attending meetings shall be subject to an allowance paid by the Group Management to the SETA-UITA representative on the basis of 20 days per year, corresponding to a flat-rate daily payment of FF 2,000.

This allowance shall be paid subject to proof by the SETA-UITA representative as to the time spent.

### **Travelling expenses**

The travelling expenses (journey, accommodation and subsistence) of the employee representatives and the SETA-UITA representative shall be borne by the Group, whereby the travel shall be organised by the Managements of the respective countries and the accommodation by the Group Management.

### **Holding of Meetings**

The material resources necessary for the holding of the preparatory and plenary meetings (availability of a room, translation of the discussions) shall be provided by the Group.

### **Training of staff representatives**

In order to improve and develop social dialogue within the framework of the European Council, the Group Management shall, every year, defray the cost of training activities undertaken by Council members, provided that these have been approved by the staff representatives and the chairman and do not exceed an annual budget of FF 100,000. (This budget shall include the costs of teaching, travel, translation and accommodation but not the representatives' wages, which shall continue to be paid during these training courses.)

## **ARTICLE 6: PROTECTION OF STAFF REPRESENTATIVES**

The staff representatives shall, in performing their duties, enjoy the same protection and other similar guarantees as are provided for workforce representatives by the national legislation and customs of their country of employment.

## **ARTICLE 7: DUTY OF DISCRETION**

The Council members shall be bound by a duty of discretion concerning information which is specifically given to them in confidence. This obligation shall continue after the expiry of their respective terms of office.

## **ARTICLE 8: DURATION OF THE AGREEMENT AND GENERAL PROVISIONS**

In the absence of any Community ruling on collective agreements, the present Agreement shall be governed by the provisions of French legislation.

This Agreement shall be concluded for an indefinite period and shall take effect as soon as it has been signed.

It may be terminated by one of the signatory parties subject to three months' notice. All the signatories must be informed of its termination.

A joint review of its operation shall be carried out every four years at a meeting organised by the Group Management, to which all the signatories shall be invited. Changes may be made to the Agreement on that occasion by means of an amendment.

This Agreement shall be filed with the Clerk's Office of the Industrial Tribunal (Conseil de Prud'hommes) in Paris and with the Directorate of Labour, Employment and Vocational Training of the Département of Paris.

It shall also be sent to the International Labour Office.

It shall be translated into the different languages of the signatory parties, whereby the French version shall be considered to be the authentic version.

Signed in Paris, 9 November 1999

**For CLUB MÉDITERRANÉE**, the Human Resources Manager

[signed]

**Mr Laurent AMELINEAU**

**For the trade union organisations:**

- at European level:

**SETA-UITA, represented by its General Secretary,**

[signed]

**Mr Harald WIEDENHOFER**

- at national level:

France:

- the CFDT, represented by Ms Danièle ESTEBAN, central trade union delegate,

[signed]

- the CFE/CGC, represented by Ms Christine CAILLIOT, central trade union delegate,

[signed]

- the CGT/FO, represented by Mr Etienne DAKICHE, central trade union delegate,

[signed]

- the SIPCM, represented by Mr Pierre DROMAS, central trade union delegate,

[signed]

Spain:

- the FETESE-UGT, represented by

- the FECOHT-CCOO, represented by

Italy:

- the UIL-TUCS, represented by

- the FISASCAT-CISL, represented by

- the FILCAMS-CGIL, represented by

Greece:

- the Pan-Hellenic Federation, represented by