

CLUB MEDITERRANEE

18 - 09 - 1996



[translated from French]

AGREEMENT ON THE CREATION OF A EUROPEAN SOCIAL DIALOGUE COUNCIL AT THE CLUB MEDITERRANEE

Between the **CLUB MEDITERRANEE**, represented by its President Director, Mr Alexis Agnello,

on the one hand,

and the **TRADE UNION ORGANIZATIONS**

- on the European level:
 - the SETA-UITA, represented by its General Secretary, Mr Harold WIEDENHOFER;
- on the national level:

France:

- the CFDT, represented by Mme Danièle ESTEBAN, central trade union delegate,
- the CFT-FO, represented by Mr Etienne DAKICHE, central trade union delegate,
- the SIPCM, represented by Mme Nicole STEMART, central trade union delegate;

Spain:

- the FETESE-UGT, represented by.....
- the CCOO, represented by.....

Italy:

- the UIL-TUCS, represented by.....
- the FISASCAT-CISL, represented by.....
- the FILCAMS-CGIL, represented by.....

the following agreement has been reached:

INTRODUCTION

The development of the Social Dialogue within the Club Méditerranée Group in the European countries has led to better information of the employees in general concerning the activities and the strategy of the Group and to developing exchanges with the employees' delegates.

Thus, without awaiting the transposition of the European Directive no. 94/95 of 22 September 1994 into national legislations, the Management of the Club Méditerranée Group and a negotiating group composed of a representation of the SETA-UITA and of the trade union organizations of the Group have met and have agreed to create a body called the 'European Social Dialogue Council' in the framework of article 13 of this Directive.

The present agreement is open to signature by any other trade union organization at the national level which is representative in one of the European companies of the Group, without this leading to a modification of the composition defined in article 2 below.

ARTICLE 1: FIELD OF APPLICATION

The present agreement covers all the establishments and subsidiaries of the Group situated in the European Union and concerned by the above-cited Directive.

ARTICLE 2: COMPOSITION OF THE COUNCIL

The European Social Dialogue Council shall include:

- The President of the Club Méditerranée SA, or his Delegate, who shall chair the Council.
The President shall be assisted by all the employees of the Group whose participation he shall consider useful and in particular by:
 - the Manager in charge of the Group's Human Resources;
 - the Manager in charge of the Operations of the Group;
 - the Manager in charge of the Strategy of the Group.
- 15 Delegates of the personnel of the Companies mentioned in article 1 of the present agreement.
- 1 Delegate from the SETA-UITA.

Distribution of Seats for the Delegates of the Personnel

The distribution according to countries of the 15 seats attributed to the Delegates of the personnel shall be fixed, on the basis of the respective work forces, as follows:

7 delegates for France;
3 delegates for Italy;
2 delegates for Spain;
1 delegate for Greece;
1 delegate for Ireland;
1 delegate for Portugal.

In case of major changes in the European structure of the Group, the signatory parties may modify this distribution by common consent.

Methods of Appointing the Delegates of the Personnel

- The delegates of the personnel must necessarily be members of the personnel of one of the undertakings within the field of application of the agreement.

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

Loss of a delegate's elective or trade union mandate in his home country shall entail loss of his mandate as a European Council member.

- The delegates of the French personnel shall be nominated by the trade union organizations from the list of their elected members on the Works Council of their undertaking or establishment or of their designated trade union delegates, whereby the distribution of the seats between the trade union organizations shall be fixed 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 and the trade union organizations.

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

The distribution of the seats between the trade union organizations shall be fixed on the basis of the degree of representativeness of these organizations in the companies concerned and on national customs, following agreement between the Management of the country concerned and the trade union organizations.

- In each country, an equal number of alternate members as of titular members shall be designated.

The alternate members shall replace the titular members at the different meetings if the latter are unable to attend either temporarily or permanently. They may not attend unless the titular members are unable to attend.

ARTICLE 3: TASKS OF THE COUNCIL

- The European Council is a structure for information, reflection and consultation at the Community level, whereby the term 'consultation' is to be understood as organizing 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.

The domains dealt with are in particular:

- The structure and organization 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 of employment and probable developments as well as the general guidelines of professional training and professional equality between men and women;
- The introduction of new work methods;
- Reduction in size or closure of establishments and group dismissals.

Other subjects may also be dealt with following accord between the President and the Secretary of the European Council.

- The role of the European Council is both distinct and complementary with regard to that of the Delegations of the personnel which may exist on the level of each European Company of the Group.

In no case may it replace these structures nor usurp their domains of competence.

ARTICLE 4: FUNCTIONING

Organization, Office

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

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

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

Frequency of the 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 called during the same year following agreement between the Chairman and the Council Secretary.

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

Agenda

The agenda shall be fixed by the Chairman following agreement with the Council Secretary, and shall be communicated to the members at least one month before the session.

Minutes of the Meeting

The minutes of the plenary meeting shall be established in French by the Human Resources Management of the Group.

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

ARTICLE 5: RESOURCES

Time Spent as Delegates

Time spent by the employee delegates in plenary or preparatory meetings or in meetings of the Office (with the Chairman) shall be paid as effective work hours.

The travelling time necessary for their participation in the meetings shall also be paid as effective work hours.

Travelling Expenses

The delegate employees' travelling expenses (travel, board and lodging) shall be borne by the Group, whereby it is specified that the travel shall be organized 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 debates) shall be provided by the Group.

ARTICLE 6: SECRECY

The Council members shall be bound to secrecy concerning information which is given them and which is expressly qualified as being confidential. This obligation shall continue after expiry of their respective mandates.

ARTICLE 7: TERM OF THE AGREEMENT AND GENERAL DISPOSITIONS

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

The present agreement shall be valid for a period of three years from the date of signing and shall be entirely void and without effect at the term of this period.

Six months before the end of this term, the contracting parties shall hold a meeting in order to assess the conditions of functioning of the Council and to decide whether the agreement should be renewed, in a revised form if necessary, for a limited or unlimited period.

The present agreement shall be registered at the Conseil de Prud'hommes (Ombudsman's Council) in Paris and at 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 contracting parties, whereby the French version shall be considered to be the authentic version.

SIGNED IN PARIS, 18 SEPTEMBER 1996

ALEXIS AGNELLO, DIRECTEUR GÉNÉRAL DES OPÉRATIONS

HARALD WIEDENHOFER, SÉCRETAIRE GÉNÉRAL

DANIÈLE ESTEBAN, DÉLÉGUÉE SYNDICALE CENTRALE CFTD

ETIENNE DAKICHE, DÉLÉGUÉ SYNDICAL CENTRAL CGT-FO (8-10-96)

NICOLE STEMART, DÉLÉGUÉE SYNDICALE CENTRALE SIPCM