

# AUTOGRILL

## 15-11-2002



[translated from Italian]

### *AGREEMENT TO INSTITUTE THE EUROPEAN WORKS COUNCIL OF THE EMPLOYEES OF THE AUTOGRILL GROUP*

The following agreement has been reached between

the Central Management of the Autogrill Group, represented according to the terms of article 2 of Legislative Decree no. 74 of 2002 by the Human Resources Manager for Italy and Europe of Autogrill S.p.A.,

and

the employees' representatives of the Special Negotiation Delegation of the Autogrill Group, assisted by EFFAT (European Federation of Food, Agriculture and Tourism):

#### **PREMISES**

Following the request made by the trade unions for this sector, in conformity with the provisions of article 4 of Legislative Decree no. 74 of 2002, the Central Management of the Autogrill Group and the Secretariats of the trade unions of the tourism sector agree, together with the members of the Special Negotiation Delegation, at their meeting in Milan, to institute the European Works Council of the employees of the Autogrill Group, considering it to be a valid means of information and consultation at the transnational level between the companies of the Group and the employees' representations. In this perspective, the constitution of the European Works Council is seen as an important contribution to a system of industrial relations geared to the promotion of growth, competitiveness and employment in the Group, with the priority objective, thanks to the continuing improvement of working conditions and professional standards among other factors, of attaining levels of excellence in the product and service globally provided to our customers.

By the present agreement, the parties intend realizing the transnational information and consultation of the employees constituting the objective of the Directive CE 94/45 and of Legislative Decree 74/2002, which makes provision for implementation of this Directive in Italy.

It is agreed that the European Works Council may not replace the employees' trade union representatives in the exercise of their functions of representation, nor limit employees' rights in the various countries.

## **1. DEFINITION OF THE GROUP / AREA OF COMPETENCE**

The present Agreement concerns the Autogrill Group, including the undertakings and establishments that are controlled by Autogrill S.p.A. according to the terms of Legislative Decree no. 74 of 2 April 2002 and that operate in the various countries.

For the purposes of the present Agreement, the term “establishment” shall be understood as a commercial outlet or several commercial outlets having functional and administrative autonomy. Annex A lists the companies that comprise the Autogrill Group, apart from Autogrill S.p.A., at the moment of signing this agreement.

This list shall be brought up to date after each modification to the extent of the Group.

## **2. COMPOSITION OF THE EUROPEAN WORKS COUNCIL.**

The Works Council shall be composed of 13 members. The manner in which these members are allocated to the countries concerned is indicated in Annex B to the present Agreement. The numerical distribution of the employees’ representatives shall take into account the relative proportions of the work force in the various countries.

In each country, alternate members shall be appointed in equal numbers to the titular members.

The alternate members shall replace the titular members at the meetings if the latter are shown to be temporarily or definitively unable to attend.

All members of the European Works Council must be employees of undertakings of the Autogrill Group and shall be appointed for 4 years. Should significant changes take place in the European structures of the Group, the signing parties may, by common accord, modify this distribution.

## **3. SELECT COMMITTEE**

The European Works Council may elect from among its members a Select Committee composed of 3 members.

The Select Committee shall meet two months beforehand with the Central Management in order to organize the annual meeting.

The Select Committee may avail itself of the assistance of a representative of EFFAT.

In exceptional situations, as set forth in Legislative Decree 74/2002, concerning the Group at the European Community level, the Select Committee may hold an extra meeting in addition to the annual one.

The Select Committee and the Central Management of the Autogrill Group shall assess the circumstances and may jointly decide to convoke the EWC for an extraordinary session.

## **4. ATTRIBUTION OF SEATS**

The names of the regular and alternate members of the Works Council shall be designated in conformity with the provisions of law or the work contracts in force at the national level.

The names of the employees’ delegates and their alternate members shall be sent to the Central Management no later than 31.01.2003 by the Trade Union Organizations signatory to the present agreement.

## **5. OBJECT OF THE INFORMATION AND CONSULTATION**

The Works Council shall be a forum of information and consultation for problems concerning the Group at the Community level.

The expression “information and consultation” indicates the sufficiently early supply of data, elements and news as well as the exchange of opinions and the establishment of a dialogue on problems of a transnational nature between the employees’ representatives and the Central Management.

The Works Council must, during the meeting mentioned in point 6 below, be informed and consulted concerning developments in the activities of the Group and, in particular:

- the economic and financial situation;
- activity and investment programmes;
- the situation of employment, including equal opportunities;
- cut-backs or closures of undertakings or production units, mergers and collective redundancies having a transnational impact;
- aspects of health and safety;
- vocational training;
- positive action programmes.

## **6. MEETINGS OF THE WORKS COUNCIL**

The Works Council shall meet once a year, normally in June.

The Central Management shall send the EWC members the date, venue and agenda of the meeting 30 days beforehand.

The members of the European Works Council are entitled to meet the day before the official meeting. Simultaneous interpretation in French, Spanish, German and Dutch shall be provided for both meetings.

At the end of the meeting, minutes shall be drawn up. These shall be translated into the above languages and then sent to all the representatives of the Works Council within 45 days following the meeting.

The Works Council may avail itself of the assistance of an expert, insofar as this is necessary.

## **7. ORGANIZATION**

A secretariat shall operate at the Central Management of Autogrill S.p.A. at Rozzano (Milano, Italy), convening and organizing the meeting of the Works Council, and providing all that is necessary for it to operate.

The members of the Works Council may send to the secretariat a request for the agenda to include specific points covered by the object of the information and consultation as defined above.

The Works Council shall regulate all aspects of its own operation that are not covered by a specific ruling of the present Agreement.

## **8. CONFIDENTIAL INFORMATION**

All the members of the European Works Council and any experts participating shall be forbidden to reveal any information which has expressly been provided to them in confidence during the meetings. Should contestation arise as to the confidential nature of the information provided and qualified as such or as to the determination of the objective criteria defining information that might cause major difficulties for the operation of the undertaking or for its activities or that might harm them or upset the markets, at the request of the party concerned, a technical reconciliatory committee shall meet, composed according to the provisions of Legislative Decree 74/2002.

## **9. PROTECTION OF THE WORKS COUNCIL MEMBERS**

The members of the European Works Council shall be protected in accordance with the provisions of law and the national collective convention in favour of trade union representatives. This protection shall continue for one year after termination of their mandate.

## 10. FINANCING

The Autogrill Group shall bear the cost of organizing the meetings mentioned in point 6 above (accommodation and travelling expenses of the Works Council and the Select Committee, interpretation facilities and dispatching the necessary documentation).

The Autogrill Group shall also bear the costs of the certified translation of the present Agreement into French, Spanish, German and Dutch.

In order to take part in these meetings, the employees' representatives for the undertakings of the Group shall be entitled to paid leave covering the time of the meeting and of travelling to and from the same.

Furthermore, the Autogrill Group shall bear the costs, as defined above, of the presence of an expert if applicable.

### Term of the agreement

The present Agreement shall have a duration of 4 years from the date of signing and it may be cancelled by one of the parties no later than 6 months prior to the date on which it would normally terminate. Should no formal cancellation be made, it shall be tacitly renewed until it is replaced by another Agreement.

### Language and legislation applicable

The present Agreement shall be drawn up and modified when necessary in Italian. The Italian version of the Agreement is the only official one, without prejudice to the provisions set forth in point 6. The Agreement shall be subject to Italian legislation and any dispute arising with regard to its provisions shall be ruled by Italian law.

### Public registration

The present Agreement shall be registered with the Ministry of Labour and the Commission of the E.U.

Milan, 15 November 2002

Central Management of the Autogrill Group (signatures)

Special Negotiation Delegation (signatures)

EFFAT (signatures)

## Annex 1 - LIST OF COMPANIES

Company	Country
Autogrill SpA	Italy
Hpa.Consolitated	France
Atg.Espana SA	Spain
Atg.België NV	Belgium
Atg.Nederland BV	Netherlands
Atg.Austria AG	Austria
Atg.Deutschland Gmbh	Germany
Atg.Hellas EPE	Greece

## Annex 1 - COUNTRIES AND NUMBERS OF SEATS

Country	Employees	Seats	%
Austria	410	1	2,9
Belgium	542	1	3,8
France	2.728	2	19,2
Germany	173	1	1,2
Greece	84	-	0,6
Italy	8.538	6	60,0
Netherlands	702	1	4,9
Spain	1.057	1	7,4
<b>TOTAL</b>	<b>14.234</b>	<b>13</b>	<b>100,0</b>