

# MEDIASET

## 14-12-2006



[translated from Italian]

### *AGREEMENT ON THE ESTABLISHMENT OF THE MEDIASET GROUP EUROPEAN WORKS COUNCIL*

On 14 December 2006, the following was agreed between the Management of the companies Rti, Videotime, Elettronica Industriale, Mediashopping, Home Shopping Europe, Telecinco Group represented by Messrs Piero Cerutti and Luis Exposito Rodriguez and the special negotiating delegation consisting of Messrs Elisabetta Ramat and Marco Del Cimmuto for SLC-CGIL, Luigi Gastoldi for FISTeL-CISL, Pierpaolo Mischi for UILCOM-UIL, Manuel Taboada Barrera for U.G.T. and José Ma Villegas Poveda for CC.OO.:

#### **ARTICLE 1. ESTABLISHMENT OF THE EUROPEAN WORKS COUNCIL**

Pursuant to Council Directive 94/45 of 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees, the contracting parties agree to establish a European Works Council (EWC) at the Mediaset Group.

#### **ARTICLE 2. FUNCTION OF THE EUROPEAN WORKS COUNCIL**

The EWC shall allow the exchange of information and dialogue on economic, social and industrial matters, particularly with regard to:

- structure of the Group;
- investments;
- fundamental changes regarding the organisation of production;
- economic and financial situation of the Group;
- employment situation;
- equal opportunities;
- extraordinary circumstances having significant repercussions on the interests of workers, such as collective redundancies, relocation, company closure.

### **ARTICLE 3. COMPOSITION OF THE EUROPEAN WORKS COUNCIL**

The EWC shall consist of eight regular members and three deputies

Italy: six regular members and two deputies

The members of the EWC shall be appointed by the national trade unions that are signatories to the CCNL Radio Televisioni Private (collective labour agreement for private radio and television) and the Accordo Integrativo per le Società del Gruppo Mediaset (supplementary agreement for Mediaset Group Companies) from among the members of the National Executive.

Spain: two regular members and one deputy

The members of the EWC shall be appointed/elected within the framework of the works councils.

The deputies shall only attend the meetings of the EWC in the event of absence of the regular members or to substitute them.

The EWC shall appoint two coordinators from among its members who will liaise between the Management and the individual members of the EWC.

### **ARTICLE 4. TERM OF OFFICE**

The members of the EWC shall remain in office for four years from the date of this Agreement, unless their trade union appointment, as stated in article 3, paragraphs 2 and 3 of this agreement, should lapse.

At the end of their term of office, the members of the EWC must be reappointed in accordance with Article 3 above, even if this Agreement should be renewed automatically.

### **ARTICLE 5. MEETINGS OF THE EUROPEAN WORKS COUNCIL**

The EWC shall meet once a year for two days at the Cologno Monzese office and normally at the same time as the trade union information meeting required by the current Accordo Integrativo per le Società del Gruppo Mediaset.

The first day shall be allocated to the meeting between members of the EWC and the second to the meeting with the Management.

The date and agenda shall be established in advance by the Management with the coordinators of the EWC and communicated to the members of the committee at least one month in advance. The agenda may change if new circumstances should arise.

If extraordinary circumstances should arise that have significant repercussions on the interests of workers employed by the companies referred to in this Agreement, such as relocation, company closures, collective redundancies, specific meetings shall take place as quickly as possible at the request of the EWC.

The EWC may arrange to be assisted, as experts, by the National Secretaries of the trade unions that are signatories to this Agreement.

## **ARTICLE 6. PAID LEAVE**

In order to take part in the meeting, the members of the EWC shall be granted paid leave limited to the time spent travelling and taking part in the meeting.

Furthermore, the members of the EWC shall each be entitled to paid leave of eight hours per quarter in order to perform their duties.

## **ARTICLE 7. OPERATING COSTS**

The costs of the EWC meeting (travel, accommodation, meals, translation, interpreting and documentation) shall be covered by the Management.

The above costs shall also be covered by the Management in respect of any experts up to a maximum of three.

## **ARTICLE 8. COMPATIBILITY WITH NATIONAL BODIES**

The EWC shall not replace any national bodies for the informing and consulting workers.

The members of the EWC shall be entitled to the guarantees provided for the representatives of workers by current legislation in the countries in which they are employed.

## **ARTICLE 9. DUTY OF SECRECY**

The members of the EWC and experts must not reveal to third parties any information received confidentially and defined as such by the Management. This duty shall remain applicable even after their term of office has expired.

Subject to the supply of information referred to in article 2, the Management shall not be required to provide information the subject of which is likely to create significant difficulties for the operation or business of the companies involved, particularly as regards company security and the risks of market disruption.

## **ARTICLE 10. TERM OF THE AGREEMENT**

The present Agreement shall remain in force for a period of four years and shall be automatically renewable unless terminated in writing by one of the parties no less than six months before the expiry date.

Read, confirmed and signed.