

**DELPHI EUROPEAN EMPLOYEE COMMITTEE
AGREEMENT**

Revised on April 10, 2002

Between

The General Management of

DELPHI

and

the representatives of all the employees of DELPHI in the countries listed in Schedule 3 attached.

PREAMBLE

The vision of DELPHI is to be recognized by its customers as their best supplier. This vision is supported by the five DELPHI principles : Customer Enthusiasm, Trust in Relationships, Integrity, Responsibility to Society, Dedication to Excellence.

Furthermore, DELPHI believes in the involvement of its employees at all levels and would like this Agreement to be an opportunity to exchange views between management and employee representatives on transnational issues with a view to further increasing its effectiveness and competitiveness through the information and consultation procedure set out in this Agreement.

This procedure will be for the purpose of an exchange of views and establishment of a dialogue between management and employees on transnational issues, and is to be operated in good faith by all those concerned with it. It will complement existing local information and consultation procedures.

This Agreement is a revision of a Voluntary Agreement entered into under Article 13 of the European Works Council Directive (94/45) on April 10, 1996.

It being stated, the parties hereby agree as follows :

1. COVERAGE

1.1 Coverage

This Agreement is entered into by all the companies and organizations forming part of DELPHI within the EU Member States and the EEA countries, as listed in Schedule 3 attached and covers all employees of such companies and organizations. It will also cover all employees at other locations in countries covered by the European Works Council Directive (94/45) ("Directive"), which may at a later date form a part of the DELPHI organization , without there being any need to change this Agreement.

If in future the Directive is extended to cover further countries, this Agreement will cover all DELPHI employees in those countries.

1.2 Legally binding

This agreement is legally binding on all parties to it, and is entered into as an agreement under Article 13.2 of the Directive .

It replaces and supersedes the "Delphi Automotive Systems European Employment Committee" entered into on April 10, 1996.

2. REPRESENTATIVES

This Agreement is made between representatives of management of DELPHI and representatives for the entire workforce of DELPHI designated in each of the countries listed in Schedule 3 (« the Schedule 3 Countries »). Both Management and employees representatives have full authority to sign this Agreement.

3. DELPHI EUROPEAN EMPLOYEE COMMITTEE

The Committee representatives will be elected/selected/appointed according to the national rules or customs in each national unit or as agreed between the different operations in one country to represent DELPHI's employees listed in the Schedule 3 Countries at meetings to be held once a year to participate in the information and consultation procedure envisaged by this Agreement, and to be known as the DELPHI European Employee Committee.

4. COMMITTEE REPRESENTATIVES

4.1 Allocated seats

The Committee will consist of a maximum of 30 employee representatives.

4.1.1- There will be a minimum of one seat per country where that country has a workforce of more than 50 employees.

4.1.2- There will be a maximum of four seats per country.

4.1.3- Eventually, any remaining seats will be allocated on a basis proportional to the total workforce of the countries in order to always keep a maximum of 30 employee representatives.

4.1.4- The current allocation of seats is outlined in Schedule 1 of this Agreement.

4.2 Seat distribution review

Each year the number of representatives per country will be checked in terms of increase or decrease to cover changes in employment level based on the average employment level of the two previous years (as of December 31).

The result of that review will be communicated to the Committee during the annual meeting referred to in section 7.2 of this Agreement.

5. SECRETARIAT

5.1 Secretariat

The Committee will elect four of its representatives from different countries and two substitutes from two further different countries, in case of unavailability of one of the four representatives, to form a Secretariat, which will be informed on urgent specific issues having a transnational effect according to article 8-1 which cannot be dealt with by the annual European employees committee.

The current composition of the Secretariat is outlined in Schedule 2 of this Agreement.

5.2 Expert

When necessary an expert may be invited to attend the pre-meeting, committee and secretariat to assist and advise following consultation between the Secretariat and DELPHI management.

6. REPRESENTATION GENERALLY

6.1 All employee representatives under this Agreement are appointed to represent the workforce of DELPHI as a whole in the Schedule 3 Countries, and not to represent only their national and local fellow-employees.

6.2 Only DELPHI employees will be entitled to be elected to participate in the Committee.

6.3 A substitute for each employee representative will be designated, as stated in articles 3 and 4. The substitute will replace the employee representative in case of absence. The replacement will be designated according to the national practice.

6.4 These employee representatives will hold office for as long as they are elected/selected/appointed according to articles 3 and 4.

7. MEETINGS AND MANAGEMENT REPRESENTATIVES

7.1 Agenda

The Secretariat will meet with management a month before the annual meeting to discuss and agree on the agenda, including the organization of the meeting in terms of the pre-meeting, the Committee meeting and the debriefing meeting.

7.2 Timing

The annual meeting will normally be held during March-April.

7.3 Additional meetings

Additional meetings can be called with the Agreement of both Management and Secretariat.

7.4 Management representatives

DELPHI Management will be represented by a variable number of senior executives within DELPHI in Europe depending on the nature and the importance of the issues to be discussed at any Committee meeting.

7.5 Special Secretariat meeting

The Secretariat shall be entitled to call a special Secretariat meeting with DELPHI Management in the event the Secretariat reasonably considers an issue to be urgent and of a transnational nature as set out in article 8.1.

8. TOPICS

8.1 Topics and Criteria

The topics for discussion at the Committee Meeting will be the following relevant transnational issues within the EU countries as defined by the Directive which significantly affect the DELPHI overall workforce in Schedule 1 countries :

- Organizational structure
- Economic and financial situation
- Probable development of the business
- Positive/negative trends in employment
- Health and safety / environment
- Redundancies, closures or part closures
- Mergers, acquisitions, disposals
- Business ethics
- Training and development

8.2 Transnational

Issues which affect a part or parts of DELPHI in one EU country only shall not be discussed at the European Employee Committee.

8.3 Decision-making

The Committee or the Secretariat will be informed and consulted in good time so that their opinion may be taken into consideration.

However, although information will not be unreasonably withheld, the ability of DELPHI to make decisions shall not be compromised or delayed by this information procedure, nor shall the procedure be allowed to affect DELPHI's flexibility or competitiveness. This means that DELPHI will, when circumstances arise which in DELPHI'S opinion require action or a decision to avoid detriment to DELPHI, take the necessary action or decision before informing the Committee or the Secretariat.

After any issue has been discussed at either the Committee or the Secretariat DELPHI will take note of the opinion of the Committee or Secretariat, but will not be bound by it.

9. COSTS

DELPHI will cover the costs of the meetings of the Committee and Secretariat, the costs of one expert, the costs of translations of the meetings and the costs of translation of the communication between the employee representatives.

All other costs in particular travel costs, accommodation, meals costs and language training of the employee representatives, will be paid by the employee representatives company according to the applicable rules of their home location.

All appropriate facilities will be put at the disposal of the employee representatives by the employee representatives company to facilitate the communication between the employee representatives.

10. PASSING ON INFORMATION

The Secretariat with management will prepare the agreed minutes after any meetings of the Committee or the Secretariat.

After each committee, the agreed minutes will be posted to each site of the companies listed in Schedule 3 with the involvement of the country/local management and members of the Committee according to the country/local communication practices.

After each Secretariat meeting, the agreed minutes will be sent to the committee members and their substitutes.

11 CONFIDENTIALITY

Everyone attending the Committee and Secretariat meetings shall maintain the confidentiality of any information that is expressly pointed out by DELPHI as being confidential.

If any employee is proved to have breached this confidentiality obligation, he/she will be liable to disciplinary action from his/her employer, in accordance with the laws of that employee's country of employment and will immediately be excluded from further participation in the information and consultation procedure set out in this Agreement.

Anyone who is not a DELPHI employee attending the pre-meeting, committee or secretariat is subject to the same commitment to confidentiality.

DELPHI is entitled not to inform and consult the employee representatives concerning matters the divulging of which would in DELPHI's opinion seriously harm the operation of any of its companies and organizations.

12. TERM AND OTHER AGREEMENTS

12.1 Term

This Agreement, , will start on the Agreement Date and will continue indefinitely unless terminated by either party on giving the other party not less than one year written notice (« the Notice Period »), such notice to expire not earlier than four years from the Agreement date.

12.2 Continuation of Agreement

During the Notice Period DELPHI and the employee representatives will meet either to extend the term of this Agreement or to negotiate appropriate changes. If those negotiations are not completed by the end of the Notice Period, this Agreement will continue in full force and effect until such negotiations are completed by the execution of a new agreement.

13. GOVERNING LAW

The resolution of any dispute arising from an alleged breach of this agreement shall be governed by the laws of Belgium where Central Management of DELPHI has appointed Delphi Automotive Systems Belgium as its Representative Agent, according to Article 4(2) of the Directive.

14. SIGNATURE OF THE AGREEMENT

This Agreement will be translated in the native language of the employee representatives. The employee representatives will sign the translated version of the Agreement in their native language.

SCHEDULE 1 : ALLOCATION OF SEATS AS FROM APRIL 10, 2002

(1) Allocation of seats as from April 10, 2002 is based on the following general rules as outlined under section 4.1 of the Agreement :

- (i) The Committee will consist of a maximum of 30 employee representatives.
- (ii) There will be a minimum of one seat per country where that country has a workforce of more than 50 employees.
- (iii) There will be a maximum of four seats per country
- (iv) Any remaining seats will be allocated on a basis proportional to the total workforce of the countries.

(2) The proportional basis of seat allocation as from April 10, 2002, will be as follows :

Number of employees	Number of seats
50- 500	1
501-1500	2
1501-3000	3
+ 3001	4

(3) The allocation of seats as from April 10, 2002 under (1) and (2) above, results in 28 allocated seats. The remaining two seats are to be allocated to The Netherlands and Sweden, on the understanding that if any future changes to the number of employees warrants it, then these two seats will be the first to be reallocated.

(4) The full allocation of seats as from April 10, 2002 will therefore be as follows

Country	Number of seats
Austria	2
Belgium	0
France	4
Germany	4
Italy	2
Luxembourg	2
The Netherlands	2
Portugal	4
Spain	4
Sweden	2
United Kingdom	4
TOTAL	30

SCHEDULE 2 : COMPOSITION OF THE SECRETARIAT AS FROM APRIL 10, 2002

(1) As outlined in section 5.1 of the Agreement, the four secretariat members as from April 10, 2002 are the following :

France	Jean-Marie GRELLET
Portugal	Idalino CARVALHO
Spain	Pedro ROMERO
Germany	Bernd DEUSTER

(2) The current two substitutes are :

United Kingdom	TO BE DETERMINED
Austria	Kurt GENSER

SCHEDULE 3

AUSTRIA
BELGIUM
DENMARK
FINLAND
FRANCE
GERMANY
GREECE
ICELAND
IRELAND
ITALY
LIECHTENSTEIN
LUXEMBOURG
NETHERLANDS
NORWAY
PORTUGAL
SPAIN
SWEDEN
UNITED KINGDOM

**DELPHI EUROPEAN EMPLOYEE COMMITTEE
AGREEMENT SIGNATURE**

Signed by the following on behalf of the management of DELPHI in the Schedule 3 Countries on April 10, 2002 :

Monique Guerrier	Director Human Resources and Organizational Development, EMEA
Eric Broutin	Human Resources Director, France and Saginaw Europe
Andy Evans	Human Resources Director, UK
Peter Gajewski	Human Resources Director, Packard Electric and Safety & Interior

Signed by the following on behalf of the Employee Representatives of DELPHI in the Schedule 3 Countries :

Kurt Genser	For Delphi in Austria
Gerald Pieber	For Delphi in Austria
Bernd Deuster	For Delphi in Germany
Max Winter	For Delphi in Germany
Joachim Lehr	For Delphi in Germany
Peter Meier	For Delphi in Germany
Corinne Heijkant	For Delphi in The Netherlands
Dory-Anne Pol	For Delphi in The Netherlands
Gilles Caillard (Substitute for Norbert Emeringer)	For Delphi in Luxembourg
Norbert Durbach (Substitute for Erwin Knaus)	For Delphi in Luxembourg
Simon Clarke	For Delphi in the UK
Bobby Forsyth (Substitute for Steve Donnelly)	For Delphi in the UK
Paul Brewster	For Delphi in the UK
Jonas Sundqvist	For Delphi in Sweden
Andreas Silfver	For Delphi Sweden

Patrick Bonhomme	For Delphi in France
Patrick Pilarczik (Substitute for Bruno Fontaine)	For Delphi in France
Jean-Marie Grellet	For Delphi in France
Alain Thibaudeau	For Delphi in France
Piero Rinforzi	For Delphi in Italy
Nicola Carlucci	For Delphi in Italy
Idalino Carvalho	For Delphi in Portugal
Francisco Basilio (Substitute for Maria Olinda Matos)	For Delphi in Portugal
Victor Raposo	For Delphi in Portugal
Jorge Gonçalves (Substitute for Fernanda Cunha)	For Delphi in Portugal
Pedro Romero	For Delphi in Spain
Juan Antonio Castillo	For Delphi in Spain
Jordi Casas (Substitute for Ramon Burriel)	For Delphi in Spain
Jose Manuel Amarillo	For Delphi in Spain