

# **Gate Gourmet International AG**

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## **FORUM EUROPE**

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# **Forum Europe Agreement on the Transnational Information and Consultation with Employees of the Gate Gourmet Group**

## **Purpose of the Agreement**

The purpose of Forum Europe is to serve as a forum for supplying information to and consulting with employees of the Gate Gourmet Group in Europe on transnational matters in accordance with Art. 13 of EU Directive 94/95 of September 22, 1994. It is intended to strengthen social dialog by promoting a regular and useful exchange of information between the employees and the Executive Committee at a pan-European level and promoting pan-European contact between the Group employees in the various nations.

The dialog in the Forum Europe supplements the Employees' Representatives system at a national level. The responsibilities of these national Representatives will not be affected by the agreement on the Forum Europe.

Informing and consulting with employees at a pan-European level takes into account the organizational and management structure of the Gate Gourmet Group in the areas affected by this agreement. It will take into consideration the particular features of the sector that are united in this group of undertakings, itself being part of the SAirGroup.

Economic and business demands require that all participants have the will to co-operate on the basis of this agreement. The emphasis is on the ability to be competitive at both local and global levels. This is itself achieved via a high degree of productivity. At the same time the continuous demands of customers must be met. The ability to be competitive provides a guarantee for secure jobs and attractive working conditions.

The Gate Gourmet Forum Europe is designed to promote the co-operation between the Gate Gourmet management and the employees in order to improve competitiveness and the Employee's work satisfaction through:

- Information from management according to Art. III para 6
- Exchanging views between management and employees and their Employees' Representatives on the development of the enterprise and the employees' interests so that the employees' views can influence management decisions
- Improving the understanding of different cultures and traditions within the scope of the Agreement Art. I.

## I Scope of the Agreement

1. This agreement applies to all employees in the Gate Gourmet Group working in undertakings of Gate Gourmet International AG, Opfikon, in Austria, Belgium, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, inasmuch as Gate Gourmet International AG holds a majority of the undertakings' subscribed capital, be it directly or indirectly. In the event that other countries may subsequently join the European Union, or the European Economic Area, this agreement will automatically be extended to cover any employees in undertakings of the Gate Gourmet Group in those additional countries.
2. For the purposes of this agreement, "employee" shall mean all staff members who are not authorized members of a corporate organ, or management staff, as described in § 5, para. 3 of the Works Council Constitution Act. (see enclosure 1)

## II Participants

1. Each country covered by the agreement shall send one Employees' Representative to the Forum Europe if there is at least one Gate Gourmet Group undertaking domiciled in the respective country. Employees' Representatives must have been employed within the Gate Gourmet Group for at least one year and should have a reasonable command of the English language.
2. Countries in which the Gate Gourmet Group has more than 750 employees (calculation based on budget figures of full time equivalents for the following financial year) shall send a second Employee's Representative to the Forum Europe and countries with over 2500 Gate Gourmet employees a third (maximum). If more than one undertaking is domiciled in a country, the respective Representatives should be sent from different locations and legal units. (see enclosure 2)
3. If, in a particular country, there are Employees' Representatives of a local works council (s) according to national law and/or agreement, these Representatives will select, nominate, and withdraw the Employees' Representative(s) to/from the Forum Europe. If, in a particular country, there are Employees' Representatives at the individual operation level, as well as on a country-wide level, the country-wide Representative shall decide on the Representative to attend the Forum Europe.

The appropriate local regulations shall apply for the appointing of deputies who shall move up into the Forum Europe whenever a Representative leaves the Forum Europe or is not able to participate in the Forum Europe.

4. If an Employees' Representative system does not exist in a particular country, the national Executive Management shall give the employees the opportunity to appoint the Representative and a Deputy

according to local custom. All employees shall have the opportunity to participate in the selection of the Representative.

5. The term of office of an Employee Representative is four years, with the possibility of re-election. The term of office will end if the employee leaves the services of the group of undertakings. Employee Representatives acting within the framework of this agreement enjoy protection under the legislation of their national laws when exercising their functions. They must not be subject to any discrimination as a result of the lawful exercise of their activities and must enjoy adequate protection as regards dismissal and other sanctions.
6. The Executive Management of the Gate Gourmet Group may send up to four Representatives. In addition, each undertaking of the group of undertakings, at a national level, may send the same number of management Representatives to the Forum Europe as stipulated for the country's Employees' Representatives in paras. 1 & 2.
7. In the event of a change in the number of undertakings within the group of undertakings, or the number of employees in an undertaking, the number of Representatives in the Forum Europe may also be adapted. The Steering Committee shall be in charge of monitoring whether the agreed thresholds of 750 and 2500 are exceeded and shall determine whether a further Employee Representative should be elected and sent.
8. If an agreement in accordance with Arts 6 or 13 of EU Directive 94/95 of September 22, 1994 is concluded in another undertaking or another group of undertakings of the SAirGroup, or if a European Works Council is set up there, that body may send an Employees' Representative/s as a guest/s to the Gate Gourmet Forum Europe, provided reciprocity is offered.
9. The Employees' Representatives can be assisted by experts of their choice. A respective amount of USD 5000 per annum is at the disposal of the Vice Chairman (Employees' Representative) of the Steering Committee. A participation of experts at the Forum Europe and participation of Gate Gourmet in the costs for experts chosen by the Employees' Representatives, exceeding above mentioned limit, will be decided by the Chairman of the Forum Europe after consultation with the Steering Committee.

### III Organization and Procedure

#### 1. Chairman

The Chairman of the Forum Europe shall be elected by the Executive Committee of the Gate Gourmet Group.

#### 2. Scheduled Meetings

The Forum Europe shall meet over two days (such two days excluding travel time, but including the preparatory meeting \*, the meeting itself and the follow-up meeting \*) during the first six months of each year. It shall be convened by the Chairman on behalf of the Executive Committee of the Gate Gourmet Group. The meeting dates shall be made known to the Employees' Representatives at least two months in advance. The agenda shall be made known at least one month in advance. (\* Employees' Representatives only)

#### 3. Extraordinary Meeting

Extraordinary meetings may be called in accordance with the EU Directive, Annex Subsidiary Requirements para 3.

#### 4. Minutes

The secretary of the Forum Europe shall take the minutes of the meeting. The secretary shall submit the minutes to the Steering Committee for approval at the latest 1 week after the meeting and shall be responsible for the distribution of the minutes to the elected Employees' Representatives in the Forum Europe and the unit managers. The Chairman shall give the current number of Employees' Representatives in the Forum Europe to the taker of the minutes and shall verify their presence by conducting a roll call.

The minutes shall contain the summarized information that may be passed on to the local Employees' Representatives without breaching confidentiality.

#### 5. Language

The official languages of the Forum Europe is English. This applies to meetings as well as to written agreements, information, minutes, etc. All associated Forum Europe documents sent to the Employees' Representatives/units will be translated into the local language by the unit concerned. The Steering Committee may decide on additional support/means of translation, in order to improve the efficiency of the Forum Europe meetings.

## 6. Topics

The Executive Committee Representatives will inform and consult in the Forum Europe in particular on all relevant matters relating to the following:

- Structure, economic and financial situation of the group of undertakings
- Probable development of production and sales
- The situation and probable trend in employment
- Investments
- Organizational changes with transnational effects
- Introduction of new working methods and production processes
- Transnational transfers of production with collective redundancies
- Mergers
- Safety and hygiene and environmental protection/waste management over the period since the last meeting.
- Group-wide human resources matters
- Policy and effectiveness of information and communication
- Management development
- And on all relevant matters according to the EU Directive

Suggestions for specific discussion topics may be submitted in writing by the Employees' Representatives to the Steering Committee at the latest six weeks before the meeting. Topics that concern individual contract issues, such as wages, voluntary contributions, etc., as well as topics that have no transnational implications, i.e. affecting only one country, will not be considered.

The Steering Committee selects the topics for discussion from among those requests that have been submitted regarding national and transnational matters and informs the Forum Europe on this selection.

## 7. Confidentiality

It will be desirable to have as open a debate as possible in the Forum Europe. When it is absolutely necessary for the sake of the competitive situation of the Gate Gourmet Group and/or when information is stock market-sensitive, an obligation of confidentiality must be imposed on the participants of the meeting. The obligation of confidentiality remains in force after the expiration of their terms of office.

This obligation supersedes any national Employees' Representative regulation that would allow this information to be made public.

Confidential information given by the management will be declared as such and will not be integrated into the minutes.

## 8. National Meeting

The Employee Representative(s) of each country shall have the right to inform the chairman (or his/her deputy) of its (their) national employee representative's committees about the outcome of the Forum Europe once a year and for a maximum duration of one day. One year at the earliest after this agreement enters into force, the Steering Committee will evaluate its experience as regards this national meeting and, based on the outcome of this evaluation, may decide to hold a second national information meeting per year.

## 9. Costs

The Gate Gourmet Group will reimburse the Employee Representatives' expenses as follows:

### 9.1 Gate Gourmet International

- All expenses related to the meetings, their organization, and the distribution of the information.
- Costs for accommodation and food of the participants at the location of the meetings.
- Other Forum Europe related expenses decided by the Chairman.

### 9.2 Local Unit

- Costs for language training
- Travel costs of its Employees' Representatives to the Forum Europe
- Travel expenses in accordance with the local regulations in force for managers in the respective Forum Europe country.
- Other Forum Europe related expenses approved by the unit Manager and the Chairman of the Forum Europe.

9.3 The above shall also apply for Steering Committee meetings and re-negotiation meetings.

## **IV Steering Committee**

1. The members of the Steering Committee are:

- Chairman (Head of Corporate Human Resources or Head of Human Resources Division Europe)
- Vice-Chairman (Employees' Representative)
- Three Members (Employees' Representatives)
- Secretary (Employee of Corporate Human Resources or Human Resources Division Europe)

2. The Steering Committee shall be responsible for monitoring compliance with the rights of the Forum Europe Representatives under this agreement and shall ensure that all Representatives are provided with all means to perform their role actively to increase the effectiveness of the Forum Europe. Furthermore it is responsible for ensuring that the employees are released from their work duties to attend Forum Europe or Steering Committee (if applicable) meetings. Finally, it is also responsible for planning, organization, detailed agenda, minutes, transnational communication, the preparatory meeting for the annual Forum Europe meeting and for approving the minutes after the annual Forum Europe meeting. The Secretary is responsible for communication and distribution of Forum Europe related matters. He will collect the minutes and pass the minutes of the past two years to new Employee Representatives if requested to do so.

The Steering Committee shall meet three times a year:

- One meeting in the first quarter
- One meeting during the annual Forum Europe meeting
- One meeting during the 3<sup>rd</sup> or 4<sup>th</sup> quarter

The Chairman decides on the place and the organization of the Forum Europe. The Chairman may also call further Steering Committee meetings or conference calls if he deems this necessary.

3. The Chairman shall be nominated by the President and CEO of the Gate Gourmet Group and shall be the Head of Corporate Human Resources or Head of Human Resources Division Europe.

The Secretary is an employee of Corporate Human Resources or Human Resources Division Europe (for practical reasons) and is nominated by the Executive Committee of the Gate Gourmet Group. The Employee Representative Members of the Steering Committee are to be elected by a two-thirds majority of the Employee Representatives of the Forum Europe present in the preparatory meeting every two years. If this majority is not reached, they shall be elected in a second vote by a simple majority. The Vice-Chairman shall be selected from among the elected Employee Representatives of the Steering Committee. The Vice-Chairman and the Members have to be from different countries.

4. On a case by case basis, the Steering Committee may increase in size by a maximum of 2 extra employee members in order to prepare items for the Forum Europe or Steering Committee meetings by drafting reports, recommendations, and/or opinions or other written materials. In between Steering Committee Meetings, the Steering Committee Members involved in the preparations shall be given the possibility to communicate or meet if this is considered necessary by the Steering Committee.

## V Training of the Employee Representatives

1. In order to reach a conversational proficiency level, the elected Employee's Representatives must undergo language training in English, on the following conditions:
  - First two years (up to 3 hours a week) at the expense of the local undertaking
  - For the rest of the term with cost participation according to local agreement
  - Language training must be taken outside working hours in schools, language schools or in groups.
2. At the beginning of the ordinary terms Gate Gourmet offers to the Employees' Representatives a company-related 2-day training course. The first day covers Finances, Operations, Human Resources, Sales and Marketing, Electronic Data Processing and Supply Management. On the second day, the Employee Representatives are trained in:
  - Understanding different industrial relations structures,
  - Working with different cultures,
  - Communication across barriers (language, cultures, IR background, distance, lack of frequent meetings),
  - Coming to grips with more 'abstract' (European level instead of local) themes,This training will also be used for team building.

If a majority of two thirds of the Employees' Representatives desire additional training, it may be considered after the initial two-year period.

Employee members of the Steering Committee may confer with the Chairman to obtain one extra day of training per year.

## VI Period of Validity

1. The parties agree that this agreement meets the requirements laid down in Art 13 of the EU Directive of 22.09.1994 concerning the constitution of a European Works Council.
2. The agreement entered into force on 13<sup>th</sup> August 1996 and shall be extended by the agreement to be concluded on 1<sup>st</sup> July 2000. It may be terminated in writing by either party on 24 months' notice to the end of each year. Earliest notice may be given effective 31<sup>st</sup> December 2004.

Termination of this Agreement on the part of the Employee Representative requires a resolution of the Employee Representatives with a majority of 2/3 of the votes cast and shall be submitted to the Chairman (IV 1/3). Notice of termination on the part of Gate Gourmet shall be submitted to the Vice-Chairman.

3. Before the expiration of the period of validity, Gate Gourmet International AG may give extraordinary notice of cancellation if employees or their Employees' Representatives legally claim the ineffectiveness of the agreement and, previous to the agreement's expiration, exercise the rights of petition and initiative in accordance with Art 5, para 1 of the EU Directive.

Before the expiration of the period of validity, a two-thirds majority of the Employees' Representatives may give extraordinary notice of cancellation if Gate Gourmet International AG legally claims the ineffectiveness of the agreement and, previous to the agreement's expiration, exercises the rights of petition and initiative in accordance with Art 5, para 1 of the EU Directive.

4. In case of a termination of this agreement, the parties shall enter into negotiations twelve months before its expiration. An elected negotiation committee (maximum 6 members) negotiates on behalf of the employees. A possible new agreement shall be approved by a two-thirds majority of the elected members of the Forum Europe.
5. If neither of the parties are of the opinion that the agreement needs to be re-negotiated or if the parties fail to agree to new terms, the present agreement will continue for one year.

## **VII Final Provisions**

1. The agreement shall be concluded in English and translated into all relevant languages. In case of dispute the English version of this agreement shall prevail.
2. This agreement may be altered by mutual consent. Any changes require the approval of at least two-thirds of the Employees' Representatives. The figure of two-thirds is based on the number of Employees' Representatives present at the beginning of a meeting, having been verified through roll call.
3. If certain provisions of this agreement are invalid or if they do not comply with the regulations of Art. 13 of Directive 94/95 of September 22, 1994, this shall have no affect on the agreement as a whole or in part. In this event, the parties to the agreement shall, without delay, agree to a provision or supplement that most closely takes into consideration the will of the parties that was expressed in the invalid clause.
4. German law shall apply. The court of jurisdiction is the Labor Court of Frankfurt.

**5. Enclosures:**

1. English Translation of § 5 para 3 of the German Works Council Constitution Act.
2. Staff figures of the undertakings of the Gate Gourmet Group in Europe.

Executed in Zurich, on 1<sup>st</sup> July 2000, in six copies.

For Gate Gourmet International AG, Opfikon:

For the Employee Representatives:

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Representatives of Gate Gourmet in Denmark

\_\_\_\_\_  
Executive President Human Resources

\_\_\_\_\_  
Representative of Gate Gourmet in France

\_\_\_\_\_  
Representatives of Gate Gourmet in Germany

\_\_\_\_\_  
Representative of Gate Gourmet in Ireland

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Representative of Gate Gourmet in Netherlands

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Representative of Gate Gourmet in Norway

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Representative of Gate Gourmet in Portugal

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Representative of Gate Gourmet in Spain

\_\_\_\_\_  
Representatives of Gate Gourmet in Sweden

\_\_\_\_\_  
Representatives of Gate Gourmet in UK

\_\_\_\_\_  
Representatives of Gate Gourmet in Switzerland

## Enclosure 1

To:

Forum Europe

Agreement on the transnational information and consultation with employees of the Gate Gourmet Group.

§ 5 para 3 of the German Works Council Constitution Act.

“  
Unless specifically stated otherwise, this law shall not apply to management personnel. “Management personnel” are defined as personnel who, in terms of their contract of employment and their position within the Organization,

1. are entitled to hire and dismiss employees of the company and/or their own division;
2. possess full (“Prokura”) power of attorney or general powers of attorney entitling them to act substantially on the company's behalf;
3. regularly perform other duties which are of importance to the existence and the development of the company/division and whose performance requires special experience, knowledge and skills when decisions must be taken which either are independent of existing directives or will have substantial impact upon them. The same may also apply to pre-determined parameters (especially those based on legal requirements, plans or other guidelines) and collaborations with other management personnel.

”

## Enclosure 2

To:  
Forum Europe

### Agreement on the transnational information and consultation with employees of the Gate Gourmet Group. BUDGET 2000 STAFF FIGURES OF THE GATE GOURMET UNDERTAKINGS IN EUROPE

Employee Representatives (E.R.) according to Art. II para 2 of the agreement

COUNTRY	CITY	UNIT	OWNERSHIP GG-GROUP IN %	Budget 2000 Positions Per Unit	Budget 2000 Positions Per Country	Number of E.R
Denmark	Billund	AeroChef A/S. Copenhagen	100%	157	582	1
	Copenhagen	Gate Gourmet Copenhagen A/S	100%	129		
	Copenhagen	AeroChefA/S, Copenhagen	100%	296		
France	Basel	Gate Gourmet France SA, St. Louis / Basel	100%	412	577	1
	Paris	Gate Gourmet France SA, Paris CDG	100%	165		
Germany	Frankfurt	Gate Gourmet GmbH & Co Deutschland	100%	532	1152	2
	Berlin	Gate Gourmet GmbH & Co Deutschland	100%	91		
	Lussemburg	Gate Gourmet GmbH & Co	100%	75		
	Hannover	Gate Gourmet GmbH & Co	100%	57		
	Hannover	Gate Gourmet GmbH & Co	100%	45		
	Munich	Gate Gourmet GmbH & Co	100%	212		
	Nuremberg	Gate Gourmet GmbH & Co	100%	29		
	Saarbrücken	Gate Gourmet GmbH & Co	100%	29		
	Stuttgart	Gate Gourmet GmbH & Co	100%	67		
	Friedrichshafen	Catering & Airport Services GmbH	100%	15		
Ireland	Dublin	Gate Gourmet Ireland Ltd.	100%	155	155	1
Netherlands	Amsterdam	Gate Gourmet Amsterdam Ltd.	100%	355	355	1
Norway	Oslo	Gate Gourmet Norge A/S- Gardermoen	100%	272	531	1
	Bergen	Gate Gourmet Norge A/S	100%	89		
	Oslo	AeroChef Norge A/S, Oslo Gardermoen	100%	170		
Portugal	Lisbon	Gate Gourmet Portugal Lda.	100%	164	164	1
Spain	Madrid	Air Cater S.A.	51%	80	80	1
Sweden	Gothenburg	Gate Gourmet Gotheburg AB	100%	150	823	2
	Malmö	Gate Gourmet Gothenburg/Malmö AB	100%	70		
	Stockholm	Gate Gourmet Stockholm AB	100%	603		
UK	Bristol	Gate Gourmet UK Ltd	100%	91	3327	3
	Glasgow	Gate Gourmet UK Ltd	100%	104		
	Gatwick	Gate Gourmet Gatwick Ltd.	100%	360		
	London Heathrow	Gate Gourmet Heathrow	100%	604		
	London Heathrow	Gate Gourmet London South (QCS)	100%	1425		
	London Heathrow	Gate Gourmet London West (QCW)	100%	718		
	Newcastle	Gate Gourmet UK Ltd	100%	25		
<b>TOTAL NUMBER OF STAFF IN THE EUROPEAN COMMUNITY</b>					<b>7746</b>	<b>14</b>
Switzerland	Geneva	Gate Gourmet Geneva	100%	277	1620	2
	Zurich	Gate Gourmet International	100%	70		
	Zurich	Gate Gourmet Zurich	100%	1083		
	Zurich	Crossair Catering Zurich + Lugano	75%	190		
<b>TOTAL NUMBER OF STAFF IN GEOGRAPHICAL EUROPE</b>					<b>9366</b>	<b>16</b>