

November 14th 2001

**AGREEMENT RELATING
TO THE EUROPEAN WORKS COUNCIL
OF GAZ DE FRANCE**

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THE EUROPEAN WORKS COUNCIL OF GAZ DE FRANCE

Introduction :

The policy of external growth of GAZ DE FRANCE means that today it is an international group which exercises its multi-energy and multi-services activities on competitive markets, in accordance with the principles and the basic rights of the International Labour Organisation (trade union freedom, and acknowledgement of the right to collective negotiations).

Because the management and the employee's representatives considers dialogue between the management and employees to be one of the foundations for its economic success, the Group wanted its growth to be accompanied by the setting up of committees permitting dialogue between the management and the employees in the Group's companies.

Europe, enlarged to the candidate countries, is one of the priority areas for the Group's economic development, and making this intention a reality will be given priority here using laws and the cross border practices and notably the European Directive on European Works Councils and its transposition into the laws of the countries in the Union (in France law n° 96-985 of November 12 1996).

The ambition of the signatories of this agreement in this geographical space is to make the EWC an information and consultation forum where the management and the employees will endeavour to ensure that the companies in the Group are efficient, whilst, taking the interests of their employees into account. They are convinced that dialogue between management and employees can increase the relevance and the effectiveness of the management's decisions by enabling the employees' representatives to know and understand the reasons for them, as well as making proposals to complete or to improve them. They can thus be associated with the Group's development and the advancement of the employee's material and moral confusion. They will pay particular attention to questions concerning employment.

The signatories thus wish to make the EWC one of the places where a Code of Conduct Charter can be drawn up for the GAZ DE FRANCE group, which promotes the values of the Public Service at the European level, (including solidarity and the access to energy for customers in difficult situations), and enable a strong identity to emerge by displaying and sharing these values, combining the cultures of the Group and the joint ambition to work together for economic and social progress in Europe.

Article 1 : OBJECT OF THE AGREEMENT:

The European Works Council (the EWC) is an information and consultation body for the employee representatives on questions relating to the entire group (dominant company and subsidiaries). It is also consulted on transnational questions in the field of competencies defined below. In addition to subjects concerning two establishments or companies situated in two different countries, subjects will also be considered transnational which concern a subsidiary situated outside France the restructuring of which derives from a decision of the dominant company, or is a direct consequence of one of the policy decisions taken by the group.

In the absence of a French group committee, and without prejudging its creation in France, the EWC is competent when the dominant company and a French subsidiary are concerned.

The purpose of the EWC is to improve the information of employees in all the subsidiaries and companies included in the GAZ DE FRANCE group perimeter.

In accordance with the principle of subsidiarity, the EWC does not take the place of the employee consultative bodies specific to each company and each country, which retain all their attributions.

The purpose of this agreement is to define the perimeter, information, consultation, composition, operation and means of the EWC.

Article 2 : PERIMETER OF THE GAZ DE FRANCE GROUP:

This agreement relates to the dominant company, its French subsidiaries, and its subsidiaries in European countries (European Union, European Economic Area, Countries applying to the Union). The list of these countries, at the date of signature, appears as an appendix to this agreement. It is modified in accordance with the changes in the group.

In this geographical area it relates to companies where GAZ DE FRANCE exerts a dominant influence as understood by the first article of the French law of transposition.

Thus, the group perimeter includes companies in which the dominant company holds at least 10% of the capital, when the permanence and the importance of the relations between these companies establish that both belong to the same economic unit, and that GAZ DE FRANCE exerts a dominant influence.

“The existence of the dominant influence is presumed as existing, without prejudice to any contrary proof, when a company, directly or indirectly:

- can name more than half of the members of the administration, management or monitoring bodies of another company;
- or has a majority of the votes attached to the shares issued by another company;
- or holds a majority of the subscribed capital of another company.”

The perimeter as defined will be reviewed every six-months in order to take into account any developments within the group and to carry out the necessary adjustments. To this end, the situation of the companies will be analyzed pursuant to the above criteria.

With regard to holdings (10 to 50%) not included in the group perimeter, the secretariat and a management representative will nevertheless be able to examine their actual situations with reference to the following elements:

- The appointment of the company directors
- The number of directors directly coming from the dominant company
- Importance of its activities involving or relating to production, transport, distribution or associated services,
- The wishes of the employees,

In order to allow them, subject to the agreement of the Chairman and the majority of the employee representatives of the EWC, to have an observer's seat during meetings for any points on the agenda concerning the whole group or their company.

Article 3: INFORMATION FOR THE EWC:

The members of the EWC shall receive continuous information relating to the life of the group and the economic, financial, and social strategies of the group on the European level.

To this end, the management provides the employee representatives with information enabling them to understand the desired objectives and the strategies implemented, assess their impact, to appreciate the results obtained and to ensure a follow-up of the questions coming under the responsibilities of the EWC.

The content of this information relates in particular to:

- The group structure and its development
- The contents of the group contract with the French State
- The group economic and financial situation (including the presentation of the consolidated accounts, the investments and the budgets)
- The development of all the group's activities and its incidence on employment within the group
- The social characteristics relating to the entire group.

The Chairman can also provide the EWC with any information, which he considers useful relative to the group strategy on a worldwide level.

This information and its social consequences may lead to a debate.

Without prejudice to other bodies' duty to provide information, the EWC Secretariat shall be immediately informed between two plenary meetings, by priority, of any developments to the structure and the strategic orientations of the group.

Without prejudice to the provisions of article 4-2, the board reserves the right to defer the communication of certain information if this would seriously harm its strategic interests. Once it is able to communicate said information, the EWC shall also be informed about the reasons for the deferment.

Article 4: CONSULTATION WITH THE EWC:

4-1) Consultation with the EWC is to be understood to mean a debate on matters included in its competence. This consultation can result in an opinion.

This requires the EWC to have precise, written and relevant information on the topics included in the agenda. This information is circulated in accordance with article 7-4

This consultation is carried out under the conditions and in the fields defined below.

4-2) The EWC must be consulted before the implementation of the group's orientations relative to:

- The research and development policy
- New industrial processes, technological choices and working methods
- The environmental policy

- Missions of a general interest
- Professional equality
- The training policy
- The accident prevention, safety, working conditions, hygiene and health policy
- The group's social policy regarding restructuring
- The mobility policy

The debate on these questions must allow the employee's representatives to give their opinions with replies from the management.

4-3) In the case of exceptional national or transnational events (as defined in article 1) having implications likely to have a serious effect on the interests of the Group's employees (for example relocation, sales, mergers or closing-down of companies or plants, collective redundancies...), the EWC shall meet for an extraordinary session at the request of the secretary. On such occasions it is consulted in good time, so that the elements of the debate or the opinion of the EWC can be integrated into the decision-making process. The opinion of the EWC also calls for an answer with reasons from the board.

4-4) The EWC is consulted with regards to all subjects relating to an agreement between the Chairman and the Secretariat.

Article 5: OPINIONS OF THE EWC-GAZ DE FRANCE AND THE INFORMATION FOR EMPLOYEES:

5-1) The EWC is a place where its members are free to express their views and opinions on all of its areas of competence.

5-2) Ad hoc and non-permanent working groups, the members of which shall be representatives from the EWC, can be established. The working group thus established can be assisted by competent persons, employees of the group or external to it. The setting up of these work groups, and the designation of competent persons, is done on the joint initiative of the Chairman and the employees' representatives on the EWC.

5-3) Broad-scale and rapid information relating to the debates carried out within the EWC, and its opinions, shall be prepared and distributed to the group's employees.

This information is prepared and distributed according to the specific practices of each group company.

The Secretariat and the members of the EWC can circulate the information to the group's employees, under their liability.

5-4 Expert opinions:

Within the framework of the EWC's areas of competence, the employees' representatives may:

- decide to have an expert's report on the consolidated accounts, carried out by an expert of their choice.
- come to an agreement with the Chairman on the undertaking of any other expert's report.

- decide, on their own initiative and on a majority vote, to have an expert's report on questions which fall within the fields of consultation of the EWC.

The terms and conditions for financing these reports are set out in Article 7-6.

Article 6 COMPOSITION OF THE EWC:

The rules relating to the composition of the EWVC are valid for the first year of its operation. As soon as the EWC is set up, a working group, comprising the members of the management and the members of the EWC will be instructed to draw up and present, during the assessment stipulated in article 9, proposals which are shared by a reasonable number of the representative members of the employees on the EWC, and a fair balance in their distribution per country.

6-1 Full members

The EWC consists of the Chairman of the dominant company as well as representatives of the employees of group companies, who are themselves employees of these companies.

For the first year, the number of full EWC members representing their employees, and their distribution shall be as follows (cf. appendix attached):

- each country included within the group perimeter has occasion to designate a member as of right, who represents the employees of all the group's companies within that country, if there are more than 50 such employees.
- in each country the employees of the group's companies are represented by brackets of employee numbers as follows:

GAZ DE FRANCE agreement:

- from 1 000 to 1 999 : 1 member
- from 2 000 to 2 999 : 2 members
- from 3 000 to 4 999 : 3 members
- from 5 000 to 6 999 : 4 members
- from 7 000 to 9 999 : 5 members
- from 10 000 employees: 1 extra member per block of 10 000 employees.

6-2 : the deputy members:

Each full member of the EWC shall have a deputy. This person takes part in the preparatory, plenary and restitution sessions only in the absence of the full member.

When replacing the full member, the deputy has the same rights and duties as the full member.

He systematically receives the same documents and information as the full member, and can take part in the educational activities provided for the full members of the EWC.

The hours' credit defined in article 8-3 allows for meetings between the full member and his deputy.

6-3 Guest members:

the persons who are invited by the EWC in a consultative capacity are :

- the observers, under the conditions set out in article 2
- Permanently, a representative from each European federation, EMCEF, and EPSU.
- With the agreement of the Chairman, the employees' representatives may be assisted during sessions by one or more competent persons.

6-4 Nomination of members.

For the employees of companies or establishments in France, the trade union organizations appoint their members from amongst their elected officials or the trade union representatives within the company or any employee of one of the companies of the group empowered to occupy a seat which falls to him.

For the first year that the EWC operates, the seats of the French representatives will be divided proportionately to the representation of the union organizations measured during the last elections for representation in the dominant company, in accordance with the rules agreed between the trade union organizations.

The employees representatives of companies or establishments included within the perimeter and located outside France are appointed or elected according to rules of each country's transposition law, or failing that according to the applicable representation rules or customs in these countries.

6-5 Term of office

Subject to the provisions of article 6-6, the term of office is 3 years.

6-6 Modification of representation:

Any modification to the employee representation resulting from developments within the group shall comply with the provisions of article 2 relative to the scope.

The representation of the employees on the EWC defined in article 6-1 is adjusted every 6 months in accordance with the changes in the scope defined in article 2.

The term of office of a member of the EWC automatically ceases when the company to which the representative belongs leaves the perimeter of the group.

The same applies if the representative loses his elected or union mandate. In this case, the outgoing member is replaced in accordance with the rules of appointment set out in article 6-4.

Article 7 OPERATION AND MEANS:

7-1 Chairmanship

The EWC is chaired by the Chairman of the dominant company during the presentation of the consolidated accounts and in the event of exceptional occurrences.

He can be represented at other meetings by a deputy Chairman whom he designates for the duration of the mandate.

The Chairman of the EWC can be assisted by Group managers in accordance with the agenda.

7-2 Secretariat :

7-2-1 Composition and role of the secretariat :

The Secretariat shall consist of a secretary and 8 assistant secretaries, in accordance with the breakdown in the appendix.

The secretary and the deputy secretaries are chosen from amongst the full members of the EWC.

The Secretary represents the EWC concerning all procedures connected with the Committee's civil personality.

The secretariat shall co-ordinate the EWC's activities, follow-up between sessions and organise the meetings. It is also in charge of follow-up of the expert's reports mentioned in article 5-4, in liaison with the Board for those decided on by common accord.

The secretariat carries out a permanent co-ordination mission with the management and EWC members on matters relating to operation of the EWC.

7-2-2 Appointment of the secretariat :

The Secretariat shall be composed of 9 members, a Secretary and 8 assistant secretaries.

The secretary is elected for the length of his term of office as a member of the EWC (3 years). On the majority of the votes by the employees' representatives on the EWC.

In the event of a tie in the number of votes for the secretary's position, the union organization representing the greatest number of employees within the group shall appoint the secretary.

The representatives of the French employees appoint 5 deputy secretaries, one for each union group represented.

The representatives of employees of other nationalities in the group appoint 3 deputy secretaries. In the event of disagreement, these come from the countries where the group employs the largest wage-earning workforce.

All the employees' representatives approve by an absolute majority vote the list of 8 deputy secretaries thus drawn up.

7-3 Meetings:

Except in the event of exceptional circumstances, the EWC holds a plenary session at least twice each year, which is convened by the Secretary, in agreement with the Chairman.

The Secretary and the Chairman of the EWC can agree to convene one or several additional meetings.

In addition, the EWC is automatically held within a time limit of six weeks if the majority of the employee representative members request this.

The meetings are held over one day. They can be extended by a day, if required, depending on the agenda.

The employees' representatives hold a preparatory meeting the day before the plenary meeting, and a summarizing meeting the day after.

7-4 agenda:

The Chairman and Secretary shall jointly determine the agenda.

In the absence of agreement on the contents of the agenda, it shall be set by the Chairman.

However, a demand made by a majority of the employees' representatives to enter a point on the agenda must be granted.

The agenda and all other information documents needed by the EWC shall be sent to the full and deputy members one month before each ordinary session, or as soon as possible if a meeting is to be held for exceptional reasons.

All documents shall be sent out in French and the languages of the represented countries.

7-5 Meeting minutes:

The secretariat shall prepare the minutes of the plenary sessions, supervised by the secretary. The minutes convey the main elements of the debates, positions and views expressed by all parties. A provisional document will be sent to the participants within one month of the meeting. The final document, approved during the following meeting, shall be signed by the Chairman and Secretary, and then distributed to the group's companies and units, by the secretariat.

7-6 Budget and operating costs:

- All of the costs of holding meetings provided for in articles 7-3 and 4-3 are paid for by the Group (translation and circulation of preparatory documents and meeting minutes, transport and accommodation costs of employees' representatives, and the people invited set out in article 6-3).
- The Group will also pay for the costs of training the permanent and deputy members of the European Works Council under the terms of article 8-4.

In addition to the secretariat meetings taking place on the occasion of the plenary sessions of the EWC, the management of the group will pay the costs concerned with 4 further secretariat meetings per year. The secretariat has premises permanently available with equipment (data processing, telecommunications). The management supplies the logistic support for the secretariat.

- Costs relating to the work groups defined in article 5-2, and the costs of expert opinion on the consolidated accounts and those decided on with the agreement of the Chairman (article 5-4) will be paid for by the Group.
- Lastly, a budget of 70 000 Euros is granted to the secretariat for the experts' reports mentioned in the penultimate paragraph of article 5-4, for the first year of the EWC's functioning.

ARTICLE 8 : STATUS AND RESOURCES OF FULL MEMBERS AND DEPUTIES:

8.1 Protection clause for employee representatives in the EWC

EWC members shall enjoy the same protection and guarantees as provided to the elected employees of the dominant company, unless there are more favorable measures in the countries where they work, and providing that there are no provisions to the contrary in this country.

8-2 Equipment resources of the members:

All of the permanent and deputy members will have the computer and telecommunication means necessary for carrying out their functions.

8-3 Credit for working hours.

In addition to the time spent in each preparatory, plenary and synthesis meeting of the EWC, the full members of the EWC each have a annual time credit of 90 hours (excluding driving time) . This credit can be divided between the full member and his deputy.

Each member of the EWC Secretariat has an annual credit of 120 working hours (excluding driving time) . This credit shall cover all of the secretariat's activities.

8-4 Training of EWC members:

Each EWC member (full and deputy) receives 5 days of training per year.

Notwithstanding the above, language training (French or English) shall be available to each EWC member, in keeping with the group's policy for the development of language skills.

8-5 Visiting rights:

The members of the EWC have access to the companies inside the group's perimeter, in order to meet the personnel's elected representatives or the union representatives on their sites. They can visit the sites of these companies with the prior agreement of the head of the company concerned.

The travelling costs (transport and accommodation) for 10 round trips will be paid by the management per year.

When an EWC member represents several companies or a company consisting of several establishments within a given country, he is entitled to consult the employees and report to them on his mandate on site. This right is the subject of a negotiated agreement with the management of the companies concerned.

8-6 Confidentiality obligation

EWC members, the experts assisting them, as well as the observers are bound in accordance with the provisions of article L. 432-7 of the Employment Code, by professional secrecy and an obligation to keep secret all information of a confidential nature which is given as such by the management. This obligation does not cease with the loss of the mandate.

Article 9: DURATION, REVISION, AND TERMINATION:

This agreement will take effect the day after it is filed.

This agreement is concluded for a period of three years.

It is renewable by tacit agreement for periods of three years.

The agreement can be revised at any time in order to notably adapt it if external events such as changes in the perimeter or in the law disrupt the general balance of the agreement.

In any event, an assessment of its application will be drawn up after one year, in order to study the expediency of possible adaptations.

The revision agreement must be signed by the Chairman of the dominant company, and by the majority of the members of the EWC's employee's representatives on the other.

The agreement can be terminated at the end of the initial period of 3 years at any time by the Chairman of the dominant company or by the majority of the members of the EWC's employee representatives. The other party will be informed of the termination by registered letter with recorded delivery. The agreement will then cease to take effect after a period of notice of 6 months has expired.

The Chairman of the committee will convene the members of the EWC as designated in article 6-4 to a first negotiation meeting in order to draw up a new agreement, within a month following the termination.

If the parties have not reached an agreement at the end of this six-month period, the Chairman, and the majority of the members of the EWC representing the employees can agree to extend the effects of the initial agreement for a maximum of 1 year.

Article 10 : REGISTRATION:

This agreement will be translated for each member into the language of the country which he represents. However, only the French version will be the authentic version between the parties.

This agreement is governed by French law. The registered office of the GAZ DE FRANCE's European Works Council is at 23, rue Philibert Delorme, 75840 Paris cedex 17

In the event of a dispute the dispute will be brought before the French Courts

This agreement will be filed by the Dominant Company's management with the Departmental Labor and Employment Directorate , and with the clerk of the Paris industrial tribunal (Conseil des Prud'hommes).

On November 14th, the undersigned, representatives of the employees of the GAZ DE FRANCE Group in the special negotiation group, are favourable to the setting up of the European Works Council of GAZ DE FRANCE on the basis of the present agreement:

Joël Da Silva (France CGT)

Martine Feuillerat (France CGT)

Laurence Salomé (France CGT-FO)

Vincent Gerrer (France CGT)

Gérard Simonin (France CGT-FO)

Jean-Pierre Grihon (France CGT)

~~Michel Morillo (France CFE-CCG)~~

Christophe Moumard (France CGT)

Ludo Briffoz (Belgium)

Serge Terrier (France CGT)

Dan D'Hoore (Netherland)

Bernard Calbrix (France CFDT)

Dénes Horvath (Hungary VdSz)

André Canovas (France CFDT)

Annerose Kubeile (Germany IGBCE)

Christophe Quarez (France CFDT)

Leslie Mansfield (GreatBritain)

Luca Perrucci (Italy CISL)

IG Bergbau Chemie Energy represented by
Annerose Kubeile

The present agreement is signed by:

**The Chairman of Gaz de France : Pierre
Gadonneix**

CISL represented by Luca Perrucci

**The following Federations of Trade
Unions :**

Federation of the Chemical, Energy and
General Workers' Unions (VdSz)
represented by Gyula Szücs

FNME - CGT represented by Denis Cohen

FCE -- CFDT represented by Patrick
Pierron

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FNME -- FO represented by Jean-François
Le Jeune

~~CFC -- CGC represented by Jean Yves
Roure~~

CFTC represented by Pierre-Jean Coulon

EMCEF represented by Jean-Pierre Klapuch

EPSU represented by Jan-Willem
Goudriaan