

GENERAL MOTORS (EUROPE)
CONSOLIDATED EUROPEAN EMPLOYEE FORUM AGREEMENT

1. INTRODUCTION

- 1.1** Through the procedure set out in this Agreement, the parties would like to improve both the involvement of GME employees in the business and GME's international competitiveness in quality, productivity and flexibility.
- 1.2** The procedure will be for the purpose of an exchange of views and establishment of a dialogue between employee representatives and management on transnational issues where transnational issues are those issues which affect GME operations in at least two of the countries covered by this Agreement.

It is to be operated in good faith by all those concerned with it and will complement existing local information and consultation procedures.

- 1.3** This Consolidated Agreement is entered into by all the companies and organisations forming part of GME as listed in the amended Schedule 1 attached, and covers all employees at all companies and organisations forming a part of GME in the countries listed in Schedule 2 (“ the Schedule 2 Countries”).

It will also cover all employees at other locations which may at a later date form a part of the GME organisation or structure in the Schedule 2 Countries, without there being any need to change this Agreement except to add the country and location to Schedule 1.

If the European Works Council Directive (94/45) (“the Directive”) is extended to cover further countries, or the Forum is extended by agreement, those new countries and locations will be added automatically to Schedules 1 and 2 without there being any need to change any part of this Agreement. Representatives of those new countries will be elected as members of the Council in accordance with Article 3.

- 1.4** This Agreement is legally binding on all parties to it, and is entered into as a voluntary agreement under Article 13 of the Directive.

2. EUROPEAN EMPLOYEE FORUM

- 2.1** The information and consultation procedure envisaged by this Agreement is to be known as the GME European Employee Forum ("the Forum").
- 2.2** The representatives of GME employees ("Employee Representatives") form the GME European Employee Council ("the Council"). The Forum comprises the Council and GME management representatives.

3. EUROPEAN EMPLOYEE COUNCIL

- 3.1** There will be a maximum of thirty Employee Representatives in the Council.
- 3.2** Some countries will be grouped together in clusters. Denmark, Finland, Ireland and Norway will form the "Nordic Cluster", and Italy and Greece will form the "South-East Cluster". Both Clusters will be represented in the Forum meeting by one employee representative each. If any of Cyprus, the Czech Republic, Estonia or Slovenia join the European Union or European Economic Area and GME has sales operations in those countries, Estonia will become a part of the Nordic Cluster, and the other countries will become a part of the South-East Cluster and they will be represented in the Forum by the existing Cluster Employee Representatives. If GME starts a Manufacturing operation in one of these countries, Art 3.6 of this Consolidated Forum Agreement will apply.
- 3.3** Each of the Cluster countries will be entitled to elect its own Employee Liaison Representative (in the following: ELR) as set out in Article 4 below. The ELRs will be responsible for electing one of their number to be the Employee Representative for their Cluster, and for acting as the link between the Cluster Employee Representative and the employees at the GME operations in their Cluster countries. The Cluster Employee Representative gives the necessary information to the ELRs who will inform the employees in the respective countries. If necessary (e.g. to elect their Cluster Employee Representative) the ELRs are entitled to hold a meeting. In their internal decision-making process, the voting power of each ELR is determined by the number of employees in the respective country. The ELRs will be entitled to take it in turns annually to be their Cluster Employee Representative. All provisions of this agreement apply also for ELRs

3.4 GME's manufacturing operations in Gliwice (Poland) and Szentgothard (Hungary) will be represented by one Employee Representative each.

3.5 There will be max. 30 Employee Representatives in the Council. The current composition is laid down in schedule 3 attached to this amendment.

If Poland and/or Hungary joins the European Union or European Economic Area Article 3.6 applies for these countries, too. If the number of representatives would exceed 30, there will be a redistribution of seats according to Art. 3.6.

3.6 Subject to the composition of the Council set out above, the basic principle for the calculation of the number of Employee Representatives for each country or cluster is as follows:

one Employee Representative for each Schedule 1 Country or Cluster.

one additional Employee Representative for each Schedule 1 Country or Cluster employing in excess of 2000 employees.

the remaining Employee Representatives will be allocated among the Schedule 1 Countries or Clusters according to the countries' or Clusters' share of employment in proportion to the total number of GME employees in the Schedule 1 Countries or Clusters.

4. REPRESENTATION GENERALLY

4.1. The Employee Representatives and ELRs will be elected in accordance with their national custom and practice and are appointed to represent the entire workforce of GME in the countries listed in Schedule 1, and not to represent only their local employees. Employee Representatives and ELRs may be deposed by the same process by which they are elected.

4.2. Only GME employees are entitled to be elected as Council members and ELRs.

4.3 The Employee Representatives and ELRs will hold office for four years.

- 4.4** At the end of a term in office or if any Employee Representative or ELR leaves the GME company's employment or is deposed, the replacement shall be elected in the same way as the outgoing representative was elected, subject to any change in relevant laws.
- 4.5** Deputies for Employee Representatives and ELRs will be elected in the same manner as the Employee Representative or ELR is elected. The deputy replaces the representative in all meetings envisaged by this agreement, when he/she is not able to attend.
- 4.6** The Employee Representatives and ELRs shall enjoy the same protection and guarantees as provided for employees representatives by the national legislation and/or practice in force in their country of employment.

5 COUNCIL PROCEDURES

- 5.1** The Council will at its first meeting elect from among its members a Chairperson whose term of office will be the same as his/her term of office as a Council member.
- 5.2** The Council will elect from among its members a Vice-Chairperson from a different country than the Chairperson whose term of office will be the same as his/her term of office as a Council member.
- 5.3** The Council will appoint a 6 person Steering Committee which consists of the Chairperson, the Vice-Chairperson plus four other persons elected from among its members. The Chairperson will also be the Chairperson of the Steering Committee.
- 5.4** When necessary the Council may be advised by up to 2 external experts who may attend the pre-meetings and Forum meetings. 1 external expert may attend the Steering Committee meetings. The attendance of such experts will follow consultation between the Steering Committee and GME management.

6. FORUM MEETING

- 6.1** The Forum meeting will take place once a year, and the date and location shall be communicated to the Council members not less than one month in advance of the meeting.
- 6.2** A meeting between management and the Steering Committee will take place about 3 months before the Forum meeting. It will particularly agree on the agenda of the Forum meeting.
- 6.3** The meeting shall be co-chaired by the Council chairperson and one chairperson appointed by management.
- 6.4** Minutes of the meeting will be taken by a secretary appointed by management to carry out the task. They shall be agreed and signed off by both Chairpersons before being circulated to all the Employee Representatives for their information. The minutes will be translated and distributed as soon as possible but not later than 3 months after the meeting.
- 6.5** On the day prior to the Forum meeting the Employee Representatives shall be entitled to hold a pre-meeting.

7. STEERING COMMITTEE MEETINGS

- 7.1** About 5 to 6 months after the annual Forum meeting, management will update the Steering Committee on manufacturing issues. In general, one Employee Representative per manufacturing plant in each Schedule 1 Country will attend this one day meeting. The current composition of the group is laid down in schedule 4.
- 7.2** In the event of exceptional circumstances which have a considerable effect on employees' interests, and are so urgent that the issue cannot be dealt with in the next scheduled meeting, the Steering Committee and GME management may meet at the request of either party for the purpose of an exchange of views and dialogue.
- 7.3** The Council members from the establishments directly concerned by exceptional circumstances discussed in Steering Committee meetings shall also have the right to participate in the discussion at the meeting.

- 7.4** The Council chairperson and the management chairperson will agree on the topic/s of Steering Committee meetings in due time.

8. TOPICS

- 8.1** The topics covered by the Forum will only be the transnational issues which affect the interests of the GME workforce, of the type listed below;

- GME's economic and financial situation
- production and sales trends
- investments
- employment situation and staffing trends
- plant level productivity and cost trends
- planned relocations of production and service areas
- introduction of new production technologies
- introduction of new forms of work organisation

- 8.2** The Forum is not intended to deal with nationally or locally negotiated collective bargaining terms.

9. RIGHTS OF NATIONAL REPRESENTATIVES

This Agreement shall be without prejudice to employees' existing rights to information and consultation under national law, and shall not affect the rights and obligations of the national employee representatives.

10. MANAGEMENT PREROGATIVE

The ability of GME to make and implement decisions shall not be compromised or delayed by this procedure, nor shall the procedure be allowed to affect GME's flexibility or competitiveness.

The Council will be informed and consulted in a timely manner through the procedure. However, GME will, when circumstances arise which require action or a decision to avoid detriment to the business, take the necessary action or decision before informing the Council. In such circumstances, GME will then inform the Council as soon as possible and no later than it informs the public.

After any issue has been discussed, the Council or Steering Committee is entitled to submit an opinion, although GME is not bound by it.

11. ONWARD COMMUNICATION

11.1 After each Forum and Steering Committee meeting the Steering Committee and management will agree a joint report of the meeting.

11.2 The joint report will be used for communication purposes at each site of the companies listed in Schedule 1 with the involvement of local management and the appropriate Employee Representative in line with local communication practices.

12. CONFIDENTIALITY

12.1 Participants in the Forum shall not divulge to third parties or to employees who have no express confidentiality obligation any information that is pointed out by GME as being confidential. This obligation will continue after the conclusion of their term of office and/or their employment.

12.2 GME may require that a confidentiality agreement be signed by external experts before company information is made available to them.

- 12.3** If as a result of investigation a Forum participant is found to have breached this confidentiality obligation, he/she will immediately be excluded from further participation in the Forum. He/she may also be liable to disciplinary action, in accordance with the laws of that employee's country of employment, which could lead to dismissal from his/her employment.
- 12.4** GME is entitled not to inform and consult the Employee Representatives concerning such exceptional matters that the divulging of which would in GME's opinion using objective criteria seriously harm any of the companies and organisations ultimately controlled by General Motors Corporation ("the GM Group").

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13. PROVISION OF FACILITIES

- 13.1** GME will cover the necessary costs of all meetings envisaged by this agreement.
- 13.2** Appropriate release from work required by Employee Representatives to attend all meetings envisaged by this agreement shall be paid for by each representative's employer as well as the cost of meals, travel and overnight accommodation according to the usual rules of each representative's employer.
- 13.3** Employee Representatives will be provided by their employer with time and facilities necessary to fulfil their responsibilities appropriately.
- 13.4** The language of the information and consultation procedure shall be English. Any other language which is reasonably found to be necessary will be used but this may be limited to 6 in total. Translation facilities will be available accordingly in all meetings as laid down in this agreement.
- 13.5** GME will provide Council members with English language training in so far as this is necessary with a view to reducing translation costs. In addition further training will be organised to include accounting, financial, economic and legal knowledge in so far as these are necessary for the activities of the Council members.
- 13.6** GME will cover the costs of external experts attending the meetings envisaged by this agreement. Fees are limited to one expert.

14. CONTRACTS OF EMPLOYMENT

No rights conferred by this Agreement shall form a part of any employee's contract of employment.

15. VALIDITY

15.1 This Agreement is entered into as part of a series of information and consultation agreements between the management and employees, of all companies and organisations ultimately controlled by General Motors Corporation ("the GM Group") in the Schedule 2 countries.

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This series of agreements together forms one agreement covering the entire workforce of these companies and organisations.

15.2 This Agreement will start on the date of signature and will continue indefinitely unless six months ("the Notice Period") written notice of termination is given by one party to the other, such notice to expire not earlier than six years from the Agreement date, subject to clause 15.3 below. This Agreement will continue in full force and effect after the end of the Notice period.

15.3 After receipt of the notice the Forum will meet to negotiate appropriate changes to this Agreement. At the earliest one year after the end of the Notice Period a two thirds majority of the Council can decide to terminate this Agreement. Such a decision should be immediately communicated to GME management. After termination the provisions of the Directive as at 22 September 1996 will apply and in particular the procedures outlined in Articles 5 and 6.

15.4 This Agreement will automatically terminate if a European Works Council or other information and consultation procedure becomes operational covering the whole of the GM Group in the Schedule 2 Countries as a result of:

a valid request by the GM Group workforce as provided by Article 5.1 of the Directive for a Special Negotiating Body to be set up under Article 5.2 of the Directive,

or, the provisions of the Annex to the Directive coming into operation,

or, a change in the relevant legislation

16. GOVERNING LAW

The resolution of any dispute arising from an alleged breach of this agreement shall be governed by the law of the country of the GM Group's Representative Agent to be designated according to Article 4(2) of the Directive, and any such dispute shall be heard by the courts of that country.

- 17.** This consolidated agreement incorporates the amendment made on October 28th, 1999 and will be effective October 1st, 2000.

Rudi Müller

John Jack

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Cheri Alexander

Holger Kimmes

SCHEDULE 1

Austria

Opel Austria, Aspern

Belgium

Opel Belgium, Antwerp
GM Coordination Center, Brussels
Belgian Distribution Center, Antwerp

Denmark

Opel Danmark, Copenhagen

Finland

Opel Oy, Helsinki

France

Opel France, Argenteuil
GM Powertrain, Strasbourg

Germany

Adam Opel AG, Ruesselsheim, Bochum &
Kaiserslautern
Opel Eisenach GmbH, Eisenach
Opel Automobilwerk Eisenach-PKW
GmbH, Eisenach
GM Europe, Ruesselsheim
Adam Opel Unterstuetzungskasse

Greece

Opel Hellas, Attica

Hungary *

Opel Hungary, Szentgothard

Ireland

Opel Ireland, Dublin

Italy

Opel Italia, Rome

Netherlands

Opel Nederland, Sliedrecht
Allison Transmission, Sliedrecht and other
locations

Norway

Opel Norge, Lillestrom

Poland *

Opel Poland, Gliwice

Portugal

Opel Portugal, Lisbon & Azambuja

Spain

Opel Espana, Zaragosa & Madrid

Sweden

Saab Automobile, Trollhatten and all
subsidiaries
Saab-Opel Sverige, Nykoping
General Motors Nordiska AB, Haninge

United Kingdom

Vauxhall Motors, Luton
Vauxhall Motors, Ellesmere Port
Vauxhall Motors, Aftersales - Toddington
Rd
All other Vauxhall subsidiaries
IBC Vehicles, Luton
Millbrook Proving Ground, Millbrook

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* Only the operations in Gliwice in Poland and Szentgotthad in Hungary, and no other operations in those countries, shall be covered by this agreement as long as Poland and Hungary are not full memberstates of the EU.

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SCHEDULE 2

Austria
Belgium
Denmark
Finland
France
Greece
Germany
Iceland
Ireland
Italy
Liechtenstein
Luxembourg
The Netherlands
Norway
Portugal
Spain
Sweden
United Kingdom

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SCHEDULE 3European Employee Council
Seat Allocationwww.euro-br.eu

Germany	6
United Kingdom	4
Spain	3
Belgium	3
Sweden	3
France	2
Austria	2
Portugal	1
Netherlands	1
Nordic Cluster Denmark, Finland, Ireland, Norway	1
South-East Cluster Greece, Italy	1
Poland	1
Hungary	1
Total:	29

Schedule 4

GME Manufacturing Plants

Austria	Aspern	1
Belgium	Antwerp	2
France	Strasbourg	1
Germany	Bochum Eisenach Kaiserslautern Rüsselsheim	4
Hungary	Szentgotthart	1
Poland	Gliwice	1
Portugal	Azambuja	1
Spain	Zaragossa	1
Sweden	Gottenburg Södertalje Trollhättan	2
United Kingdom	IBC Vehicles Luton VM Ellesmere Port VM Luton	3

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MEMORANDUM OF UNDERSTANDING

This memorandum refers to clauses in the General Motors (Europe) European Employee Forum Agreement dated September 16th, 1996.

Clause 5.1

Where a national election procedure is not already defined by legislation, agreement or custom and practice, such a procedure will be agreed locally.

Clause 6.4

External experts who are involved in the transnational Information and Consultation procedures of other automotive companies or who are involved in supervisory boards or similar bodies of such companies cannot participate in the Forum

In exceptional circumstances the chairperson of the Council will have the opportunity to request that an additional external expert attends Steering Committee meetings to assist with specific topics when necessary. Attendance shall follow agreement between the Council Chairperson and GME management.