

**AGREEMENT**  
**on the TUI Europa Forum**

TUI AG

and

TUI Europa Forum

enter into the following Agreement governing the information and consultation of the employee representatives in Europe on the basis of the European Works Councils Act:

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Preamble

The principal place of employment of employees in the TUI Group is fundamentally in the member states of the European Union. To support the TUI Group's business activities in Europe, the TUI Europa Forum shall be continued as the information and consultation body on the basis of the fair and longstanding cooperation between the parties. The TUI Europa Forum is intended to contribute towards the transparency of the management's decisions, to assist the TUI Group in coping with economic, social and ecological challenges at European level and to handle integrative tasks. The latter shall involve in particular promoting an open communications policy, helping to develop mutual understanding and allocating responsibility to the employees.

**§ 1**

**Scope of the Agreement**

This Agreement extends to all Group companies which are domiciled in the member states of the European Union, the European Economic Area and Switzerland in which TUI AG directly or indirectly holds a majority interest.

**§ 2**

**Composition**

## 1. Employee representation

The employees who are employed within the scope of validity of this Agreement shall be allocated to the relevant segments of the TUI Group. Each country shall nominate one employee to the TUI Europa Forum to represent those segments in which TUI has significant international operations, provided that at least 100 employees are employed in that segment in that country. If there are 1501 employees or more, two employees shall be nominated to the TUI Europa Forum. A substitute member shall be appointed for each member. The individual structure of the segments from which the members are nominated to the TUI Europa Forum is stated in the **Annex** to this Agreement, which also indicates the total number of members to be nominated. TUI AG shall keep the Annex up to date and submit it to the Chair of the TUI Europa Forum at six-monthly intervals or in case of any substantial changes.

The employee representation on the TUI Europa Forum shall be elected by the employees in their countries in accordance with democratic principles unless specific election or nomination procedures are prescribed by law. The Employee Relations Director of TUI AG shall inform the company/companies concerned about the number of seats pursuant to the Annex.

If the employees of a segment in a country fail to agree on a nomination to the TUI Europa Forum or in case of any dispute about the due and proper performance of the nomination procedure, a binding decision on the nomination shall be made by a Commission in consultation with the countries or segments concerned. The Commission shall comprise two members appointed by TUI AG and two persons appointed by the Presiding Committee of the TUI Europa Forum.

Employee representatives shall be appointed for a period of four years, and consecutive terms of office may be served. The term of office shall begin with the constituent meeting. The mandate of the employee representative may be terminated in accordance with the regulations that apply in the employee representative's country of origin. Should the mandate be terminated before expiry of the term of office, the substitute member shall take over for the remainder of the term. If there is no substitute member, the competent national body shall appoint a replacement for the remainder of the term. The election pursuant to this Agreement shall be held only on expiry of the current term of office, but no later than in 2011.

TUI AG shall be notified of the names, addresses and companies of the employee representatives and substitute members and of any subsequent changes.

## 2. Employer's representatives

The members of the TUI Europa Forum on the employer's side shall be the responsible employer's representatives who are nominated by the Group management. The Group management shall ensure that sufficiently qualified information and consultation can be ensured in respect of each segment according to the country concerned.

The members of the TUI AG Executive Board shall be entitled to attend meetings of the TUI Europa Forum.

The number of employer's representatives must not exceed the number of employee representatives.

### **3. Committees**

Committees can be formed as necessary subject to the approval of the TUI AG Employee Relations Director. Temporary working groups may be formed on a case by case basis to deal with key topics. Such working groups shall comprise three members of the TUI Europa Forum and/or of the Presiding Committee.

### **4. Visitors**

Internal and external visitors may be invited to the meetings of the TUI Europa Forum by mutual agreement.

The number of representatives of the competent trade unions to be invited by the Presiding Committee shall be decided in consultation with the Employee Relations Director of TUI AG.

## **§ 3**

### **Presiding Committee**

The employee representatives shall elect the Chair, Deputy Chair and four further members of the TUI Europa Forum from among their midst by simple majority for the duration of the term of office. The election pursuant to this Agreement shall be held only on expiry of the four-year term of office of the Presiding Committee currently in office, but no later than in 2011. Repeated re-election is possible. These persons shall form the Presiding Committee of the TUI Europa Forum. The Presiding Committee members shall come from those states in which the TUI Group has the highest workforce numbers and from different operational divisions. A substitute member from another division in that country shall be elected for each member of the Presiding Committee.

If a Presiding Committee member resigns from the TUI Europa Forum, he/she shall be replaced by the substitute member. The substitute member shall take up office only if the Presiding Committee member

resigns permanently. The employee representatives shall confirm appointment of the substitute member of the Presiding Committee for the remaining term of office at the next meeting.

The Presiding Committee shall assist the Chair in his/her function.

The Presiding Committee shall manage the business of the TUI Europa Forum and shall act/decide where necessary at its due discretion in consultation with the Employee Relations Director of TUI AG. Presiding Committee resolutions shall be adopted with a majority of the votes cast. All members of the TUI Europa Forum and the Employee Relations Director of TUI AG shall be informed immediately of these resolutions.

The Chair – or, if he/she is unable to attend, the Deputy Chair – shall represent the TUI Europa Forum both internally and externally. The Chair of the TUI Europa Forum may demand to be informed by a representative of TUI AG about the matters stated in § 4 at any time. Communication between the members of the Presiding Committee shall be effected in writing, by telephone and via the technical means provided. The members of the Presiding Committee shall be granted access to e-mail, the Internet and intranet.

The Presiding Committee shall have four meetings per calendar year, one of which shall be held in connection with the annual conference. By agreement with the Employee Relations Director, the Presiding Committee shall be entitled to hold one further meeting if there are special reasons for doing so.

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#### **§ 4**

#### **Remit**

The TUI Europa Forum shall deal with matters that concern the Group as a whole or that are international in nature. International matters shall be defined as matters which affect the interests of employees in at least two states covered by the Agreement.

Matters affecting only one country shall remain the sole remit of the parties involved at national level. At the written request of the affected employees in that country, the Members of the Presiding Committee shall be given the opportunity in individual cases to mediate between the employees and the management of the company concerned. The Employee Relations Director shall be given prior notice of that intention. The Members of the Presiding Committee shall subsequently notify the Employee Relations Director of the outcome of his attempted mediation.

The Employee Relations Director of TUI AG shall inform the Chair of the TUI Europa Forum immediately of any extraordinary circumstances which could substantially affect employee interests, such as the

relocation or closure of companies, operating units or facilities, and which do not affect only the corporate division or business unit of any one country. Extraordinary Presiding Committee meetings can be held after consultation between the Chair of the TUI Europa Forum and the Employee Relations Director of TUI AG; the members of the TUI Europa Forum who represent the Group companies which are directly affected by the measure shall be entitled to attend these meetings.

## **§ 5**

### **Annual conference**

The TUI Europa Forum shall hold an annual conference after submission of the balance sheet of TUI AG. The dates of the annual conference shall be announced well in advance.

The conference venue, dates, programme and duration shall be agreed between the Chair of the TUI Europa Forum and the TUI AG Employee Relations Director, who shall jointly invite the members to the meeting of the TUI Europa Forum at a minimum of four weeks' notice, stating the items on the agenda. The latest written report produced by the TUI AG Executive Board for the AGM, giving the outlook for the Group in German, English, French and Spanish, shall be enclosed with the invitation to the conference.

The following subjects shall serve as the basis for the annual conference:

- Structure and strategy of the Group
- The economic and financial situation and performance of the Group and its companies;
- Anticipated development of the business situation;
- Investment policy;
- Employment situation and anticipated developments in the various divisions;
- Important aspects of occupational and health protection, data and environmental protection as well as equal opportunities policy;
- Key changes within the organisation, as well as relocation, sale or closure of companies or operating units which are of particular relevance for the business development of the TUI Group, and
- any other international matters that may have a considerable impact on employee interests.

The conference and minuting language shall be German. Written documents shall be legally binding only in the German version. Simultaneous interpretation shall always be provided in English, German, French and Spanish.

As a fundamental principle, the annual conference shall be completed within three days, inclusive of travel to and from the venue. The Presiding Committee of the TUI Europa Forum shall present its report at the annual conference. The conference shall include an internal preparatory meeting for the employee representatives and discussion sessions for the individual segments. The results of the internal employee representative meetings shall be presented to the employer's representatives and the matters then

discussed jointly. A consultation session shall also be held with the Chairman of the Executive Board of TUI AG and the Employee Relations Director and, if appropriate, further members of the Executive Board of TUI AG. The results of the consultation session with the Executive Board shall be discussed. Minutes shall be taken of the results of the working groups. A lecture or seminar paper on a subject of European legislation and/or industrial relations law can be included in the agenda of one of the days in consultation with the Employee Relations Director.

In any votes by the employee representatives, each employee representative shall have one vote.

Minutes shall be taken of TUI Europa Forum conferences, signed by the Chair of the TUI Europa Forum and submitted to the TUI AG Employee Relations Director. Each delegate who attended the conference shall receive a copy of the minutes.

In the event of any extraordinary international matters which could substantially affect employee interests, such as the relocation or closure of companies, operating units or facilities, or in the case of mass redundancies, an extraordinary meeting of the TUI Europa Forum can be convened at short notice after consultation between the Presiding Committee of the TUI Europa Forum and the Employee Relations Director of TUI AG. Deliberation and agreement on this matter shall take place at the Extraordinary Presiding Committee meeting pursuant to Article 4 (3) Sentence 2 of this Agreement. The total time required by the members of the TUI Europa Forum to attend such an extraordinary meeting shall not exceed one day.

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§ 6

### **Informing the employees in the individual countries**

The members of the TUI Europa Forum shall inform and consult the employees from their country and their segment in a suitable manner about the matters discussed at the TUI Europa Forum conference. Any employees who are not represented by an employee representative on the TUI Europa Forum shall be informed and consulted about these matters by the Presiding Committee of the TUI Europa Forum. The information provided shall be based on the prepared conference minutes. There shall also be appropriately detailed reporting on the conferences of the TUI Europa Forum in the existing Group media.

### **§ 7**

#### **Outside experts**

The TUI Europa Forum shall be entitled to call in outside experts if this is necessary for the proper discharge of its duties in consultation with the Employee Relations Director of TUI AG.

## **§ 8**

### **Confidential information**

Independently of the obligation to disseminate information under § 6, each attendee is required to maintain strict confidentiality concerning information that is expressly described as confidential. This obligation shall continue to apply even when the member is no longer serving on the TUI Europa Forum. The requirement to maintain secrecy shall also apply to any outside experts consulted and to interpreters and visitors.

## **§ 9**

### **Protection of employee representatives**

The members of the TUI Europa Forum may not be hindered in their activities. They must be neither favoured nor discriminated against on the basis of their function as employee representative. This shall also apply to their career development.

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## **§ 10**

### **Training**

The members of the TUI Europa Forum shall be granted paid leave from their employment to the extent required for performance of their duties pursuant to this Agreement or to attend any relevant training schemes. This leave shall not be deducted from any existing statutory time allowances for any activities relating to their membership of a national works council.

The members of the Presiding Committee shall be entitled and obliged to attend relevant training schemes which communicate the knowledge required for their work on the TUI Europa Forum. They shall be granted paid leave from their employment for that purpose.

Additional training measures shall be agreed on a case by case basis with the TUI AG Employee Relations Director.

The costs sustained by the Presiding Committee for the above training schemes shall be borne by TUI AG, with the exception of the paid leave, which shall be borne by the companies concerned.

The human resources managers responsible for the individual representatives shall motivate the members of the TUI Europa Forum to attend training schemes and shall support them in that connection. The costs sustained in that connection shall be borne by the companies concerned.

## **§ 11**

### **Costs**

The conference costs, including the costs of simultaneous interpreting and outside experts, shall be borne by TUI AG. The travel and overnight expenses incurred by the members of the TUI Europa Forum shall be borne by their respective Group companies. The costs incurred by the Presiding Committee members of the TUI Europa Forum shall be met by TUI AG.

## **§ 12**

### **Administrative office**

The administrative office of the TUI Europa Forum shall be located in Hanover. TUI AG shall provide the TUI Europa Forum with the necessary premises, human and material resources. These shall require the approval of the TUI AG Employee Relations Director.

## **§ 13**

### **Close cooperation**

The TUI AG Executive Board and the TUI Europa Forum shall engage in close cooperation on the basis of this Agreement, for the benefit of the employees and the Group.

## **§ 14**

### **Validity of national rights**

This Agreement shall not affect the rights to which employees and their representatives are entitled under national law.

## **§ 15**

### **Further development of the Agreement**

If there are changes within the Group, the TUI AG Executive Board and the TUI Europa Forum shall amend this Agreement and/or its Annexes to meet these new requirements.

## **§ 16**

### **Term of the Agreement**

This amended Agreement shall come into effect upon signature and shall replace the Agreement dated 18 October 2002.

The Agreement may be terminated at six months' notice with effect from the end of a given calendar year, but not before 31 December 2011. It shall continue to apply until a new Agreement is concluded. This Agreement may, however, be amended by mutual agreement at any time without prior termination.

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Fuel providers

Until further notice, this Agreement shall be provided in the languages German, English, French and Spanish and shall be published through the international TUI Intranet.

Hanover, 17 June 2008

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TUI AG

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TUI Europa Forum

Annex