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Coca-Cola Enterprises Europe Ltd.

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COCA-COLA ENTERPRISES EUROPEAN WORKS COUNCIL

I. Introduction

- 1.1 The objective of this agreement among the representative agent of Coca-Cola Enterprises Inc., (hereinafter the 'Company'), Central Management, and the Special Negotiating Body (hereinafter the 'SNB') of employees, is to establish a European transnational information and consultation body, the European Works Council (hereinafter the 'EWC'), made up of representatives from management and employees.
- 1.2 The establishment and functioning of the EWC is aimed at improving information and consultation with the Company's employees within the geographical scope of the agreement. The improvement of the communication between the Company and its employees will enable a free exchange of views and opinions and thus be a mutually beneficial experience. Employees will both on a regular and an occasional basis be informed and consulted on transnational issues significantly affecting their interests. The EWC should enhance employees' understanding of the objectives, strategy, competitiveness and performance of the Company, as well as its operating environment, while allowing the Company the ability to benefit in a structured way from the employees' views and opinions on significant transnational issues.
- 1.3 Without detracting from the powers of the EWC as defined within this agreement, the parties recognise:
 - that the primary mechanisms for information and consultation remain the local employee representation systems and structures;
 - that change is a necessary feature of the Company operations, ensuring the Company's ability to meet the constantly increasing demands of its customers so as to assure continued competitiveness;
 - that the operation of the EWC must continually reflect the operating, economic, financial and social culture and evolving organisation of the Company and the Company's positive approach to labor relations;
 - their responsibilities for the interests of the Company as a whole of all its employees, of all its facilities, and all its shareholders.
- 1.4 The parties shall participate in the EWC in a spirit of co-operation, good faith and mutual trust. It is understood that the EWC shall not affect the sole right of management to make business, financial, commercial, operational and technological decisions.

II. Framework and scope of EWC

- 2.1 The EWC will be established.
- 2.2 The EWC is a joint mechanism for management and employee representatives of the Company to inform and consult with each other, as explained in this agreement, on matters related in particular to the structure, economic, social and financial situation, the anticipated development of the business and of production and sales, the situation and anticipated trend of employment, investments and substantial changes concerning organisation, introduction of new working methods or production processes, transfers of production, mergers, cut-backs or closures of undertakings, establishments of important parts thereof, and collective redundancies.
- 2.3 'Information' is defined as written and verbal information provided by the Company consistent with paragraph 2.2. 'Consultation' is defined as sharing views and expressing opinions on 'Information' supplied to establish a constructive and open dialogue on transnational matters that significantly affect employee interests including any relevant documents, reports and motivations. Such consultations will not include issues normally resolved through local or national collective bargaining agreements. The EWC's competencies are limited to matters that concern the Company as a whole or that affect at least two of its establishments situated in different countries, within its geographical scope.
- 2.4 The EWC will be a representative body covering all the Company's employees within the European Union and European Economic Area.
- 2.5 If the Company expands its European operations to incorporate new businesses in Europe but outside the EU/EEA, the parties will negotiate the possible inclusion of those establishments within this agreement. In addition, if the Company expands its European operations to incorporate new business which may or may not have agreements concerning transnational information and consultation, the incorporation of such businesses into the EWC will be consistent with the terms of this agreement.

III. Composition of the EWC

- 3.1 The EWC will consist of:
- the President of the Coca-Cola Enterprises Europe Group, or other senior executive as he/she appoints, who will preside as Chairperson over the EWC and other Company nominated executives.
- and
- EWC employee members selected under the procedure in Section 4, one of whom will act as the EWC Secretary; the Secretary shall be the President of the Select Committee.

- 3.2 The EWC Secretary and the EWC Chairperson are to co-ordinate, liaise and create draft communiqués, agendas, etc.

IV. EWC Employee Representation

- 4.1 The work force of each country covered by this agreement will be represented by at least one employee representative.
- 4.2 Additional employee representatives will be allocated according to the following thresholds :

Employees	Number of Additional Representatives
500 - 1,000	+3
1,001 - 1,500	+4
1,501 - 2,000	+5
2,001 - 2,500	+6
2,501 - 3,000	+7
3,001 - 3,500	+8
+3,500	+9

In order to keep the EWC at a practical level, the number of EWC employee members should not expand beyond the number of 30. In case changes/growth in the Company would result in an expansion of the EWC employee membership beyond the number of 30, the parties to the present agreement will adjust the numbers of additional representatives by mutual consent.

- 4.3 On the basis of the current scope of the Company's operations, employee representation will be as follows:

Country	Number of Employee Representatives
Belgium	6
France	6
Netherlands	4
United Kingdom	10
Luxembourg	1

- 4.4 For each employee representative, a substitute member will also be appointed. A substitute member will only be invited to attend the EWC when an employee representative is no longer eligible or is unable to attend. To facilitate efficient meetings, substitutes will receive copies of all EWC documents. The substitute member may serve for up to the remainder of the term of office of the representative he/she replaces, unless binding national law or practice would provide differently.

- 4.5 To be considered for membership in the EWC, an employee representative must be a permanent employee and have at least two year's Company service, unless national legislation determines otherwise. An employee under notice cannot be nominated as an employee representative. An employee representative who leaves the Company's employment for whatever reason during his/her terms of office will have his/her appointment to the EWC terminated immediately.
- 4.6 Employee representatives must either be elected in accordance with the requirements of national legislation or, where no such legislation exists, be nominated according to local practices agreed with management. In order to reflect, as far as possible, the composition of the work force in general, and where the number of employees in an individual country results in the appointment of additional representatives, those representatives should be drawn from different operating divisions and facilities, unless binding national law or practice would provide differently.
- 4.7 Employee representatives should serve a four year term, unless binding national laws or practice would provide differently.

V. Employee Representative Select Committee

- 5.1 The employee representatives on the EWC will appoint one representative for each country to act as a Select Committee. Each such member shall also have a substitute. All Select Committee members and substitutes shall be active members of the EWC (i.e. not substitutes) except in the case of countries which have only one representative. The Select Committee shall choose a President to preside over its meetings. To ensure full and equal development of EWC members on the Select Committee, the Presidency shall be a two year term and shall rotate among the countries represented on the Select Committee. The Select Committee will liaise with, among others, the EWC Chairperson and the EWC Secretary on, among other items:
- administrative matters;
 - EWC agenda items;
 - EWC minutes and any communiqués;
 - EWC extraordinary meetings;
 - the invitation of experts to EWC meetings;
 - dispute resolution;
 - training and development of actual EWC members and substitutes;
 - establishing EWC pre-meetings and post meetings;
 - establishing a EWC communications network.
- 5.2 Apart from the Annual Meetings the Select Committee will be informed and consulted in exceptional circumstances referred to under Section 9 of this agreement.

- 5.3 Select Committee meetings require a quorum of all Select Committee members. If a member cannot attend a meeting of such Select Committee, a substitute will attend in his/her place. Such substitute shall be identified in the manner set out in Section 4.3.

VI. Experts

- 6.1 Experts who secure an acceptance from the Select Committee will attend the EWC Annual Meeting. They must have knowledge of the subjects under discussion. Discussions at the meetings can be as full and as candid as possible only if all the people involved have no conflict of interest; otherwise information may not be as widely shared and discussed. Accordingly, the Select Committee will not invite any experts, regardless of origin, who are acting (or have acted within a period of two years preceding the date on which his/her name was put forward as a potential expert) as consultants to, or were directly or indirectly remunerated by, a competitor to the Company.
- 6.2 The EWC Chairperson must be notified at least two weeks in advance of the EWC meetings of any experts' names and credentials.
- 6.3 Reasonable travel and accommodation costs of two experts will be paid by the Company when such costs have been notified to the EWC Secretary in advance of a EWC meeting. One of the two experts shall be a trade union official representing the ECF/IUF and such expert shall be entitled to attend all EWC and Select Committee meetings. If one of the two experts is a paid third party consultant, the Company will reimburse his/her reasonable fees in addition to his/her reasonable travel and accommodation expenses.

VII. EWC Annual Meetings

- 7.1 The EWC shall hold *at least one* annual meeting, normally within two months of the announcement of the Company's annual results (hereinafter the 'Annual Meeting'). The general schedule for the Annual Meeting will include pre-meeting and post-meeting periods as discussed in Section 8.
- 7.2 Following consultation with the Select Committee, the EWC Chairperson will advise employee representatives of the date and location of the Annual Meeting giving as much notice as possible, ideally eight weeks, but in any event at least four weeks prior to the meeting.
- 7.3 An agenda meeting will be arranged between the Select Committee and the EWC Chairperson at least six weeks prior to the Annual Meeting for consideration of agenda items, taking account of paragraph 2.2.
- 7.4 The agenda will be circulated with as much notice as possible, ideally four weeks, but in any event at least two weeks prior to the meeting.

- 7.5 To ensure as far as possible that there is meaningful representation and a full exchange of views, simultaneous interpretation facilities will be made available as may be necessary in appropriate languages. The agenda, minutes and any additional information specifically drafted for and addressed to the EWC will be produced in English and translated. This Section is without prejudice to the provisions of Section 15.2 of this agreement.
- 7.6 Following the Annual Meeting, the EWC Chairperson and Secretary will prepare draft minutes and a communiqué for consideration by the Employee Select Committee prior to wider circulation. It is intended that any EWC communiqué, and the results of any consultation and/or information will be communicated as widely as possible to employees according to national and local law, custom and practice. No dissemination of discussions at EWC meetings outside the circle of Company employees covered by this agreement and their recognised trade unions shall take place until the communiqué is published. The communiqué will be created as quickly as possible (ideally before the representatives depart the Annual Meeting, but in any event within two working days thereafter).

VIII. EWC Pre-Meetings and Post-Meetings

- 8.1 The parties anticipate that two full days will be allocated to the EWC Annual Meeting (including the pre and post meetings) and that facilities and release from duty with pay will be made available to representatives consistent with this anticipated schedule so that representatives may attend the full two days. The parties agree to evaluate the effectiveness of this procedure periodically.
- 8.2 EWC pre-meetings and post-meetings will be provided at the same meeting facilities, including simultaneous interpretation facilities as are made available at each EWC Annual Meeting.

IX. Extraordinary EWC Meetings

- 9.1 The Select Committee and/or the Company may request an extraordinary meeting, should circumstances demand it, between Annual Meetings.
- 9.2 An extraordinary meeting will be called where there are exceptional transnational circumstances which reasonably can be anticipated to affect the employees' interests to a considerable extent. The Select Committee shall have the right to meet, at its request, with Central Management representatives and/or any other, more appropriate duly authorised level of management representatives, so as to be informed and consulted on transnational measures significantly affecting employees' interests.

- 9.3 The following people shall have the right to attend an extraordinary meeting:
- the Chairperson of the EWC and/or such other senior executive as he/she may nominate to preside over the meeting;
 - nominated Company senior executives;
 - the EWC Secretary;
 - the EWC Select Committee.
 - the EWC Administrator

Those employee representatives of the EWC who have been elected or appointed by the establishments and/or undertakings which are directly concerned by the measures in question shall also have the right to participate in this extraordinary meeting. Experts may be invited to participate, within the limits of Section 6 above.

- 9.4. In case the circumstances that would give rise to an extraordinary meeting would equally require convening a meeting of a local employee representative body and this on the basis of binding national law, collective bargaining agreements or customs, the EWC meeting will take place within a reasonable time frame and as soon as possible after the meeting of the local and/or national employee representative body or bodies and when the information and consultation have meaning. The meeting shall not affect the prerogative of the Central Management.
- 9.5. The Company employee representatives, Select Committee representatives and experts agree to expedite, at the earliest opportunity, any extraordinary meeting should one be necessary. If the matter is deemed time urgent, such meetings should occur no later than two weeks after the notification.

X. Confidentiality

- 10.1 The Company confirms that the contents of this section 10 will not be used to avoid its duty to provide the fullest possible information to the EWC.
- 10.2 The EWC is to operate in a spirit of openness enabling a free exchange of views. to encourage candid discussion, all representatives and experts (as determine in Section 6.1) attending EWC meetings agree not to misuse or divulge any information which is supplied on a confidential basis. This obligation continues after the conclusion, for whatever reason, of the employee representatives' terms of office or employment. The Company will indicate in advance if, and for what period of time, certain information has to be kept confidential. Any proven breach of this provision may be dealt with in accordance with national/local laws and procedures in the appropriate country.

- 10.3 It is accepted that the Company has a responsibility not to release price sensitive or other confidential information, which according to objective criteria is of such nature that its release would harm the functioning of the Company or would be prejudicial to it, or would be in contravention of any national law or regulations applicable to its operations. The objective criteria include statutory or regulatory rules, including stock exchange rules, on disclosure of information applying to the Company in whatever jurisdiction it carries on business.
- 10.4 It is specifically agreed that the Company, its subsidiaries and joint ventures may be subject to regulations which have an effect on the confidentiality of information, including but not limited to US federal and state securities laws and the rules of the New York Stock Exchange. Neither the Company, its subsidiaries and joint ventures, nor its management shall have any obligation under this Agreement to provide confidential and/or price sensitive information which might be in breach of any such regulations.
- 10.5 All those participating in EWC meetings, but not covered by Section 10.2 of the present agreement are nevertheless subject to the same restrictions as those foreseen in Section 10.2. They may therefore be asked to sign a formal undertaking neither to misuse nor to divulge any information that is supplied to them at EWC meetings. Any breach of this provision may be dealt with in accordance with national, local laws and procedures in the appropriate country.

XI. Administration

- 11.1 The reasonable operating expenses of the EWC will be borne by the Company.
- 11.2 The Company shall identify an individual who will act as the Administrator to the EWC. Such individual will handle all logistical and administrative matters for the EWC.
- 11.3 Employee representatives will be released from duty with pay to attend all EWC meetings, together with appropriate travelling time as outlined in Section 8.1. Arrangements for time off and travel must be made in advance by employee representatives with local management in accordance with national law and practice.

XII. Protection of EWC Representatives

- 12.1 Employee representatives in the exercise of their function under this agreement are entitled to the same protection and guarantees provided for employees' representatives by the national legislation in their country of employment.

- 12.2 Employee representatives will suffer no advantages or disadvantages through membership of these arrangements and will be protected in accordance with paragraph 12.1.

XIII. Duration of Agreement

- 13.1 The present agreement is concluded for a specific period of time of 5 years. It will be tacitly renewed for consecutive 5 year periods, unless notice has been given, as specified in Section 13.4 of this agreement.
- 13.2 Two thirds of the employee representatives can jointly decide to terminate the present agreement by giving written notice. Notice needs to be given by registered mail duly signed by the said employee representatives.
- 13.3 Central Management can equally decide to terminate the present agreement by giving written notice. Notice needs to be given by registered mail duly signed by an authorised company representative.
- 13.4 The term of notice to be respected is no less than 6 months.
- 13.5 The EWC will continue to exist during the notice period and during the entire term of the negotiation of the new agreement.
- 13.6 Central Management will negotiate the new agreement with the employee representatives who are then members of the EWC as well as experts selected pursuant to Section 6.
- 13.7 Negotiations will not extend beyond a 2 year period following the notification period specified in Section 13.4 of this agreement. In case no agreement is reached during the negotiation period the subsidiary requirements of the Collective Bargaining Agreement (hereinafter the 'CBA') n. 62, i.e. Belgian law implementing the EWC Directive, will take effect. The EWC as it results from this agreement will then cease to exist.
- 13.8 If the Company and the employee representatives deem it necessary (for example, if there is a material change in the relevant law), this agreement may be amended by mutual written consent during the lifetime of the agreement, such amendments being adopted as operating practices.

XIV. Dispute Resolution

- 14.1 It is the intention of the parties that any disputes arising out of this agreement will be resolved within the EWC. In the event that disputes cannot be so resolved then the procedures following hereafter will apply.
- 14.2 Any issue of interpretation or any alleged violations of the provisions of the present agreement will be subject to arbitration by a panel of three arbitrators.

- 14.3 One arbitrator will be appointed by Central Management, one arbitrator will be appointed by all the employee representatives in the EWC. The two arbitrators so appointed will jointly appoint a third arbitrator.
- 14.4 The arbitration panel will decide by a majority of votes and make a recommendation to the EWC. If this recommendation is unacceptable, the parties will again try to resolve the issue within the EWC. If those efforts fail, and only then, a party may initiate a court action; provided, however, that the parties agree that in any court action, the court should give substantial deference to the findings and recommendations of the arbitral panel. The labour court of Brussels, Belgium will be the only competent court to deal with such disputes.

XV. Status and Interpretation

- 15.1 It is the intention of the parties that this agreement, when ratified, should be legally binding and should have the standing of an agreement under Section 6 of Council Directive 94/45/EC and Section 4 of the CBA n. 62 of 6 February 1996, implementing the said Directive. The agreement will be governed by Belgian Law.
- 15.2 This agreement, any of its subsequent amendments and/or additions and any documents produced by, or in relation to the functioning of the EWC shall be interpreted and construed in all respects in accordance with the English language version. The English text of the present agreement is the official text. In case of differences between the English text and a translation thereof, the English text shall prevail.

XVI. Signatories

A. Central Management Representatives

[Redacted signature]

[Handwritten signature]

[Redacted signature]

03/06/98

B. SNB Representatives

[Large redacted area]

24/12

