

DANONE

Joint opinion on the applicable social standards for all the undertakings concerned by the restructuring program of the Biscuits Pole in Europe presented on 29 March 2001

These provisions represent the standards which will form the reference framework for negotiations between union organisations or employee representation structures, at the appropriate level, within the framework of the project presented on 29 March 2001, and the managements of the undertakings concerned.

These provisions may under no circumstances replace provisions that are more favourable to the employees negotiated at other levels or resulting in the application of provisions in force in national regulations.

CONSULTATION

In order to enable the completion of the necessary debates, the three months consultation period following the announcement of the project presented on 29 March 2001, may be extended up to the end of October 2001, within some of the undertakings concerned by the project.

During that period, the trade union organisations and employee representation structures concerned may issue proposals as an alternative to the projects of DANONE Group.

This possibility can under no circumstances prevent the signing of implementing agreements and social accompanying measures of the project signed between the undertakings concerned and the trade union organisations representing the employees.

MAINTAINING OPERATIONS

DANONE Group shall use the necessary resources to achieve the establishment of new operations or the extension of existing operations, preferably industrial, for each of the sites for which the project plans the closure, or nearby, in keeping with the resources defined in the “accompanying social measures” of the industrial restructuring programme presented.

DANONE Group shall facilitate, when introducing new operations or when extending operations to or near the sites concerned, the takeover of all or part of the staff of the undertaking with the conditions defined hereunder in the ‘Employment’ section.

The establishment of operations on or near the sites shut down is an essential condition for the application of the restructuring plan.

EMPLOYMENT

DANONE Group commits to guarantee a professional future to all employees and to take account of the multiplicity of professional or personal individual situations. This objective can only be achieved if the employee is actively involved in his/her redeployment, materialised in the Individual Action Plan.

Consequently, the Group commits itself to not implementing procedures to force employees out of the company, except in cases where the interested party:

- has unequivocally refused all the proposals of DANONE Group guaranteeing his/her professional future,
- maintains a passive behaviour.

Where appropriate, the employee concerned may refer the matter to the local follow-up committee (see 'Monitoring' section).

In case the application of the project may end in the desertion of the site, the Group commits:

In case of the establishment of new operations on or near the site, to facilitate the recruitment by the new undertaking(s) of a maximum of employees working on the site.

In cases of recruitment in an undertaking newly settled on or near the site concerned, or in case of recruitment in an undertaking in the employment area that does not belong to DANONE Group, to apply the following provisions:

DANONE Group shall, where appropriate, bear the expenses or take part in training action to ensure the professional reintegration, in their new job, of the employees recruited by the undertakings concerned.

Employees will have the possibility to try their new job. The duration of the trial, in the form of posting in the host company, with the employee remaining employed and paid by the company of origin, will be agreed upon in each undertaking.

This period cannot be shorter than four weeks and can be renewed once.

If the recruitment project is abandoned, the employee may enjoy another trial period in another company under the same conditions.

Should the undertaking re-enter DANONE Group, employees will keep their rights to accompanying social measures, unless the attempts failed.

Unusual cases or failed attempts that are not due to the employee may be subject to derogation, in relation with the follow-up committee (see 'Monitoring' section).

DANONE Group shall make sure that the recruiting firms offer a permanent contract to the employees. Exceptionally, with the consent of the employee, fixed-term recruitment may be envisaged if it fits the company's usual recruitment practices, and if employment practices and structures in the company reasonably allow thinking, within a defined period that the contract may become permanent.

DANONE Group shall favour job searches with wage conditions that are roughly similar. In case this objective cannot be met, the Group shall partially or completely compensate, for at least one year, the gap observed for equivalent working time.

DANONE Group commits itself to provide again, during the active retraining phase, to the employees recruited in the undertakings and subject to economic layoff, all the Services of the Mobility Employment Shifts (*Relais Emplois Mobilité*).

In case of the redeployment of employees to another undertaking of DANONE Group, to:

- offer a permanent contract, maintain seniority and, where appropriate, propose adjustment training. Basic pay shall be maintained and, insofar as possible, the job offer shall at least have equivalent qualification. DANONE Group commits itself to maintaining the permanent position of employees transferred to an establishment of DANONE Group for 2 years after the transfer.

DANONE Group shall fully implement the provisions provided for in the 'Accompanying social measures' section of the project presented, which will be subject to local bargaining.

The trial period for the new job, which shall take place before the permanent transfer, shall be the same as the trial period for external redeployment.

In case the employee wishes to implement a personal plan, to provide these employees with all the resources and systems of the Group as defined in the 'Accompanying social measures' section of the project: training, advice and assistance, financial or logistic support...

MONITORING

The above-mentioned provisions should allow professional or personal reorientation measures to be the subject of an agreement between the employee and the undertakings concerned, particularly for the definition of the individual action plan.

In order to ensure the full application of the provisions provided for in the agreements concluded at national or company level, and at least the provisions provided for by the present Opinion, the parties agree to establish, within each undertaking concerned, equal union committees in charge of follow-up, whether they are special (ad hoc) structures or already exist. Employee representatives in these structures shall regularly receive a nominative report of the workforce and an update of the proposals issued by DANONE, having regard to the wishes expressed by the employees.

This structure will be mandated to monitor evolutions during the application of the plan and 24 months, at the most, after the departure of the employee, a period which may be extended via a local agreement where appropriate.

An equal structure (extended leading group) will be introduced at European level. It will receive a strengthened situation per company for the same period. This structure will also be in charge of interpreting and trying to reconcile viewpoints in case of difficulties arising at local level, when requested, forwarded to the UITA, by an affiliated organisation.

ROLE OF THE PARTIES

The UITA commits itself to presenting and explaining the provisions of the present text to its affiliated unions.

It will ask its affiliates to work with the local management based on the rules laid down in this document, favouring, as much as possible, dialogue and collectively-agreed solutions.

The General Management shall present and explain the provisions of the present text to local managements. Besides, it commits to monitor the proper and complete application of the present Opinion with local managements.

Should a disagreement arise between an affiliated organisation and a company management, DANONE General Management and the UITA will make every effort, at their respective levels, to support the efforts made by the social partners at local level to find a negotiated solution. In the event that the disagreement cannot be settled within the undertaking, the UITA commits itself to favouring and searching negotiated solutions with DANONE Group.