

**EUROPEAN GROUP AGREEMENT
RELATING TO THE
EMPLOYMENT AND EXPERTISE PLAN**

Preamble

This European framework agreement defines the principles for the implementation of an Employment and Expertise Plan (GPEC) within GDF SUEZ European companies.

This agreement is not intended to take the place of company regulations, agreements or practices currently in force in GDF SUEZ companies that may be more favourable than those in this document. The most favourable provisions shall apply to employees in all cases.

The GPEC is a strategic consideration in line with the company's overall development. This human resources engineering initiative consists of designing, implementing and managing policies and practices aimed at reducing, through forward planning, the shortfalls identified between the company's needs and its resources, from both a quantitative (workforce) and qualitative (skills) point of view. The GPEC has both a collective and an individual dimension.

- Collectively, it involves integrating human resources as a strategic variable in its own right and managing projected changes in employment in the medium term, from a quantitative and qualitative viewpoint, thus making room for collective dialogue with employee representatives.

- Individually, it enables each employee to play a role in his/her own career, to make this secure, to create and implement a career development plan.

For this purpose, the GPEC uses a stock-taking exercise, along with forecasts, in order to anticipate trends in the following areas of activity, in accordance with the "GDF SUEZ Activity Guide" and in line with the qualification classification in each country:

- activities that evolve significantly in quantitative terms,
- strategic activities: activities for which the company must ensure the sustainability of its know-how and skills with respect to its customers and suppliers,
- activities under strain: activities for which the workforce available on the market is scarce and those which require a long apprenticeship,
- activities in which skills change significantly: activities for which the skills required change considerably, making a major adaptation plan necessary,
- activities rendered vulnerable by structural, economic or technological developments.

Developments in the market, technology, products and organisations mean companies need to continuously adapt, and as part of developing its corporate social responsibility policy, GDF SUEZ and its social partners would like to:

- continue developing a proactive employment policy based on foreseeable trends in the Group's activities,
- anticipate the major trends which structure the changing needs of the group's companies,
- define the resources necessary to ensure that the group's needs are continuously aligned with its available human resources, most notably through training and recruitment,
- manage trends in the age pyramid on a preventive basis,
- ensure employees' employability is maintained.

As a result, GDF SUEZ intends to:

- build a model for managing jobs and activities based on the best practices in force within the Group, and implement a common working methodology,
- apply these principles according to projected trends in activities with regard to their strategic and timing prospects,
- work with representative Trade Union organisations and Employee Representatives,
- benefit as much as possible from its numerous establishments in various territories, which enable skills development and solidarity structures to be established among the entities.

SECTION 1 GENERAL PRINCIPLES OF THE EMPLOYMENT AND EXPERTISE PLAN (GPEC)

Article 1.1.: Scope of Application

This agreement applies to GDF SUEZ and its subsidiaries which are globally integrated in the GDF SUEZ consolidation scope in Europe, or which are more than 50% owned, subject to compliance with the criterion of dominant influence.

Article 1.2.: Application Procedures

This agreement is to be directly applied in all companies that fall within the scope of article 1.1 above, which should implement the principles and practical terms declared below within a time frame of one year at the most from the date of signature of this agreement.

During this one-year time frame, the following stages must be completed:

- during the first six months,
 - setting up of a European GPEC Committee, committees in countries and territory committees where necessary,
 - organisation of an initial meeting for each GPEC committee in which the content of the agreement, respective experiences/realities, and the structure of the stock-taking exercise are presented.
- At the latest, in the 12 months following the signature of the agreement,
 - Presentation – at the most relevant level – of each entity’s strategy, forecasts and a stock-taking exercise, in accordance with the provisions in article 2.1;
 - Review by the European GPEC committee of the terms and conditions of the implementation of this agreement. If the specified deadlines are not met, this committee shall be called upon to consider the problems encountered and shall propose solutions ensuring complete compliance with the agreement’s provisions.
 - Second meeting of the GPEC committees, most notably to examine the consolidated results of the stock-taking exercises carried out and the forecasts.

GDF SUEZ companies, must ensure forward-looking management of their jobs and skills by making sure that this aspect is part of social dialogue specific to the entity. These companies, at the highest level of negotiation with the Trade Union organisations or, failing this, with the employee representative bodies, may thus enter into negotiations/discussions in order to complete and adapt the content, either at the initiative of management or trade union organisations or, failing this, of employee representative bodies (Works Committee, Works Council or equivalent) in accordance with the rules applicable in each country.

Article 1.3.: Information content

Each year, in each company falling within the scope of this agreement, the head of the company shall make a presentation of the stock-taking exercise and forecasts to employee representative bodies, on the economic situation in which the company is operating, on its strategy, particularly with regard to the volume of business activity in the industry, the position of its main competitors and its market development potential. This shall include a presentation of the foreseeable impacts of these factors on employment and remuneration.

If national regulations require it, the information shall include formal feedback from employee representatives.

On this occasion, at the level of the EWC and of the French Group Committee (or regulatory equivalent in each country), information on the application of the GPEC within the subsidiaries concerned (see Article 1.2 above) shall be provided annually.

Article 1.4.: Consultation procedure

The work will be conducted jointly with the Trade Union organisations and employee representative bodies as part of their legal prerogatives, according to the procedures and frequency to be defined in each company.

Meetings called by Management will be paid as for working hours. Travelling and accommodation expenses will be charged to the employers.

In any case, the legal prerogatives of the Trade Union organisations and employee representative bodies shall not be undermined by the development of policies and measures set down in this agreement.

GDF SUEZ, with the support of the GPEC Committees and management, shall implement assessment methods and the measures necessary to anticipate the foreseeable quantitative and qualitative trends in activities (growth/decline), regardless of the reasons for these trends: technology, markets, strategy, demography, etc.

Cooperation between all the participants is essential to ensure successful professional development.

Article 1.4.1. Training of participants

An employment and expertise initiative is based on adopting a common vocabulary, as well as the GDF SUEZ job families, allowing all participants to work on shared definitions. Where necessary, the participants must ensure coherence between the GDF SUEZ job families and the external national systems in each country.

To ensure the success of this initiative, a training and information engineering process shall, as a priority, be rolled-out for GPEC participants, in particular at subsidiary level for teams dedicated to negotiation and monitoring (management, employee representatives).

GDF SUEZ Management guarantees availability of the necessary resources so that the training of employee representatives is conducted per country in coordination with EWC representatives of Trade Union organisations. Such training will be based on this agreement and the common vocabulary that it provides for.

This provision shall not impede specific training activities carried out by Trade Union organisations for their representatives.

Article 1.4.2. Dialogue at European level

A GPEC Committee shall be set up at European level. This is a think-tank for prospective analysis, exchanging of ideas and sharing information; it shall monitor transnational issues relating to this agreement.

It shall hold an ordinary meeting twice a year.

Employee representation shall consist of one representative per country with at least two BUs (see appendix 1). For countries with more than 10,000 employees, this representation will be complemented by an additional member for each multiple of 10,000 employees. A deputy member shall be appointed for each full member to replace him/her in case of absence, and in this case shall have the same rights as the full member. .

Its main tasks shall be to:

- anticipate major industrial trends, with the possibility if necessary, of consulting external experts,
- anticipate social developments related to the Group's main industrial, organisational and technological projects,
- observe trends in the activity reference system,
- monitor, with this objective in mind, the implementation and the outcome of the various activities initiated in each country.
- Examine demographic data on a European level

Once a year, GDF SUEZ General Management shall present the company's strategy to the EWC, in accordance with Article 1.3 of this agreement, as well as a report on the activities carried out in each country, and in business lines.

On this occasion, the GPEC Committee shall present its analyses of and/or concerns about the situation and evolution of jobs and activities within GDF SUEZ.

Article 1.4.3. Dialogue at country level

A country GPEC Committee shall be set up if the country concerned has two or more subsidiaries or more than 1,000 employees. The list of the Country GPEC committees is appended to this agreement and shall be updated annually.

The territories shall be defined jointly within each country GPEC committee, taking into account the Group coordination structure, the number of Group companies present, geographical criteria of each region (mountains, plains, etc.), cultural and linguistic criteria, which extend, as far as possible, the benefits of mobility without having to relocate.

Besides the tasks assigned at European level, this body shall act as an observatory, which shall:

- monitor the development of activities and skills and their impacts on employment per region,
- identify possible links between activity areas,
- develop the territories according to the number of Group companies present,
- plan ahead with regard to activities by safeguarding career paths,
- identify training paths following changes in activity areas.
- specify the different training variations outlined in article 1.4.1.

Information on specific strategies adopted by the various GDF SUEZ subsidiaries and their projected impact on employment shall be presented once a year.

This Committee shall hold an ordinary meeting twice a year.

Employee representation will consist of one representative for every 4,000 employees in the country.

A GDF SUEZ country contact person will be appointed. Its mission shall be to coordinate between the different GDF SUEZ entities present in the country on the issue of the GPEC and to be the contact point for the members of the country GPEC committee concerned.

Article 1.4.4. Dialogue at territory level

A territory is a geographical area within a country that has at least two subsidiaries with more than 1,000 employees.

Within each of them, a GDF SUEZ territory contact person shall be appointed. He shall act as the liaison person on the issue of GPEC among the various GDF SUEZ entities present in the territory.

In addition, he shall call for an ordinary meeting of the territory GPEC committee twice a year.

Employees shall be represented by two representatives maximum for each business line present in the territory. If in this territory, the workforce of companies belonging to a business line is more than 2000 employees, this business line can be represented by a maximum of 3 representatives.

Article 1.4.5. Method of appointing representatives to GPEC Committees

Appointments by Trade Union organisations or, failing this, by employee representatives shall ensure the fair representation of business lines and countries for the European GPEC Committee, of business lines and subsidiaries for the country GPEC Committee, and of companies for the territory GPEC Committee, as well as the distribution of trade unions in accordance with the existing criteria in each country. As far as possible, they must be members of an employee representation body of one of the Group companies or Group bodies.

The European Trade Union Confederation (ETUC) will conduct any potential arbitration regarding nominations for the European GPEC committee.

In the absence of a representative, a replacement may be appointed based on the same rules.

Article 1.4.6. Dialogue at company level (at the highest echelon of Trade Union representation or, failing that, of employee representation)

In accordance with Article 1.2 of this agreement, to ensure equal treatment among companies, irrespective of their Business Line or nationality, Trade Union organisations or, failing that, employee representative bodies, may enter into negotiations with the management of each subsidiary based on the minimum common basis of this framework agreement.

Without questioning the legal prerogatives of employee representative bodies, the content of the negotiations shall be adapted to the realities of the subsidiary.

Each subsidiary shall decide on the timetable for information and/or consultation in accordance with Article 1.3 of this agreement in order to have visibility over trends in activities and organisations and in particular to have discussions on the procedures for setting up the necessary systems.

SECTION 2 - GPEC SYSTEMS

Article 2.1.: Stock-taking exercise by company and by country

A stock-taking exercise by subsidiary shall be drawn up relating to:

- A census of resources based on GDF SUEZ professional categories, specifying the age, seniority, gender and place of work,
- HR management systems,
- Practices (mobility, training young people, continuous training, etc.).
- The identification of activity areas as defined in the preamble.

Article 2.2.: Forecast

On the basis of the stock-taking exercise laid down in Article 2.1 of this agreement, the systems must enable a forecast analysis, taking into account the ageing population, the impact of turnover and/or strategic and economic assumptions.

A presentation to report on these factors will be made to the bodies concerned, as specified in Article 1.4 of this agreement.

Article 2.3.: Information on actions undertaken

To monitor the trends in careers, training, recruitment, mentoring and internal transfers developed in Section 3 of this agreement, the various bodies defined in Article 1.4 of this agreement shall be informed of the actions undertaken and of the forecasts.

Monitoring systems shall be set up in order to take account of information to be communicated, such as Social Professional Categories (CSP), activities, places of work, number of recruitments or transfers, types of contract and qualifications, as long as this information is available through the HR information systems.

SECTION 3 – MANAGEMENT, RECRUITMENT AND TRAINING OF STAFF

GDF SUEZ is pursuing and expanding an initiative to ensure the employability of employees throughout their professional life, while respecting diversity, fairness and equal opportunities. GDF SUEZ shall do its utmost to ensure continuity of employment for its employees, even in the event of problems.

Article 3.1. Management of personal development based on agreements and legal regulations in force in each country

In conjunction with recruitment plans, career management must:

- provide a solution to the need to adapt employment to company projects, to changes in activities and to employees' aspirations,
- offer employees career opportunities that are conducive to their professional development,
- enable retraining of employees where necessary.
- develop skills, especially in response to employee requests.

In the event of reassignment or change of profession, priority is given to group employees, over external recruitment, to fill vacant positions.

The individual development of each employee shall be taken into account.

In line with this objective, current systems and practices will be analysed to improve their contents, so that within each country a common base can be created.

This management approach shall be based on the development and implementation of the following systems:

- Communication and posting (media to be specified) of jobs available and forthcoming activity areas in order to encourage personal analysis of potential career paths,
- Interviews on personal development ambitions, enabling the employee to plan his/her skills development on a regular basis and at significant milestones, and at least every five years
- Career or skills assessment,
- Vocational training,
- Accreditation of Prior Learning,
- Training leave.
- Career development

Article 3.2.: Recruitment

Recruitment shall comply with the principles of equal opportunities and the fight against discrimination by ensuring a balanced age pyramid, gender equality and skills transfer.

The interaction between the age pyramid structure and the need to ensure the sustainability of certain skills may lead to specific actions. The Group shall focus in particular on:

- developing the induction of young people and the acquisition of new skills by means of a targeted recruitment policy, in particular through work-based (alternating between college/company) learning (whether or not leading to a qualification).
- developing the induction of seniors,
- ensuring the success of the process of internal or external integration of young employees into the Group through monitoring activities involving the recruiting manager and the HRM during the induction period (so that the employee can make good use of all information for the successful conduct of his duties) and during the integration period (assessing the adequacy of skills, achievement of objectives and any necessary adjustments),
- organising skills transfer through internal and external training activities or mentoring, and by using the skills of most experienced employees,
- planning a period of recovery with the jobholder in the case of voluntary mobility.

Article 3.3.: Training

Multi-annual vocational training policies and the related budgets shall take into account the short and medium term analyses defined through the GPEC. They should fix qualitative and quantitative objectives, especially for the activities mentioned in the preamble to this agreement, for employees' career development, employees who are mid-career and employees on work-based learning contracts. To obtain additional financing (from GDF SUEZ and/or inter-business line or Business Units, or externally) and to plan ahead for better employee versatility, multi-annual training programmes shall be considered in compliance with national regulations.

Article 3.4.: Mentoring

For the proper planning of skills transfer, especially between generations, volunteer employees can act as mentors. This task shall require special training, in particular in respect of learning methods.

This mentoring shall be set up within each entity after consultation with employee representatives. Those participating in these consultations shall see to it that the number of employees under the responsibility of one mentor is reasonable and is adapted to the needs of the activity areas.

SECTION 4 – CAREER DEVELOPMENT

The GPEC must enable Group employees to have a certain amount of information on employment prospects and characteristics, skills reference systems, and their future, in order to prepare their career development, an example of which is through professional mobility.

As part of this, the Group will establish a system for communicating jobs available that are accessible to everyone.

At the highest level in each subsidiary company, an agreement on career development may be negotiated for employment contracts that do not exclude this possibility while at the same time respecting prior agreements and local regulations. It will deal at least with the following:

- Reconnaissance visits;
- Moving house by the employee and his/her family and associated expenses;
- Time off for moving;
- Compensation for change of place of residence;
- Transitory period of separation from the family and taking responsibility for temporary accommodation or double residence costs.;
- Assistance in seeking accommodation and dealing with administrative matters;
- Assistance with the reemployment of the spouse and schooling for the children
- Potential additional training

In the event of failure of the career development process, a discussion is organised between the two HR managers in order to try and reach an agreed solution. A more in-depth report may be envisaged in order to explore other avenues such as reorientation within the Group, additional training, etc.

SECTION 5 - PERSONAL DEVELOPMENT OF EMPLOYEES IN THE SECOND HALF OF THEIR CAREER

In consultation with employee representatives, and according to the existing rules and principles in each country, particular attention shall be paid to the application of the principles of equal opportunities for employees who are in the second half of their career, in particular in terms of recruitment, promotion, remuneration and career maintenance.

In particular, they shall be entitled to:

- a career assessment,
- an adaptation and support programme,
- secondment to accessible jobs and activity areas, in order to enhance their employability.

SECTION 6 – PHYSICALLY-DEMANDING WORK

ARTICLE 6.1: definition of physically demanding work

A physically demanding job is one which is physically or psychologically stressful, thus requiring a constant effort of adaptation from the employee leaving lasting, identifiable and irreversible effects on that employee's health.

The diverse nature of working environments and of the criteria of a physically demanding job makes it difficult to choose indicators.

The employee representation bodies specialised in Working Conditions and Health and Safety fields (the CHSCT - Health, Safety and Working Conditions Committees – in France) will be able to present proposals to the EWC Health and Safety Working Group. The latter will submit its work to the European GPEC committee for discussion and analysis. In general, the criteria defining the irreversible impact of physically demanding work are as follows:

- reduced life expectancy,
- life expectancy altered by incapacity due to work,
- frailty exacerbated by accident or illness,
- physical or mental impairment.

The objectives of this initiative should contribute to improving working conditions, to the retraining of employees through professional courses and to specific measures for managing end of careers. These measures should mean that, in as many cases as possible, dismissal is avoided.

Article 6.2: Improvement of working conditions

Health, Safety and Working Conditions Committees or equivalent shall submit their recommendations for improving working conditions to the EWC Health and Safety Working Group.

Article 6.3: Forward planning and re-training

Employees engaged in physically demanding work are entitled to an enhanced support and prevention system with regard to the changing nature of jobs and skills, subject to a minimum of 2 years of service in the company.

As can be expected, these measures do not exclude, but indeed complete, the principles of forward career planning as laid down in this agreement.

Article 6.4: Specific measures to maintain employment for those exposed to physically demanding work.

Several measures may be considered depending on the employees' degree of exposure to physically demanding factors, in particular reorganisation of the working environment (mentoring) or professional re-training.

As part of preventive actions, a number of measures shall be implemented, such as:

- a career assessment,
- an adaptation and assistance programme, which may include savings schemes proportional to exposure to physically demanding work and the degree of such exposure. These measures should maintain employee employability by introducing specific rights to professional training or leave.
- secondment to accessible jobs and activities, in order to develop their employability.

SECTION 7 – MISCELLANEOUS PROVISIONS - RESOURCES

Appropriate resources shall support implementation of this agreement:

- Appointment by GDF SUEZ of territory contact persons
- Internal resources of GDF SUEZ for the drafting of the guide to business activities, participation in training schemes, collection of statistics on business lines, and use of various systems.
- Resources to enable trade union organisations and employee representatives to take part in the development of the business activity system and the system for initial training of participants, prepare and participate in the various GPEC bodies, monitor experiments and discuss implementation methods.

SECTION 8 – FINAL PROVISIONS

Article 8.1.: Monitoring the agreement

The European GPEC Committee will be responsible for the monitoring of this agreement.

Article 8.2.: Interpretation and revision

Since this agreement is translated into several languages, only the original version drawn up in French (the signed version) is binding on the signatories. Questions of interpretation relating to this agreement are the sole prerogative of the above-mentioned monitoring committee.

Pursuant to Article L. 2222-5 of the Labour Code, this agreement may be revised at the request of Management or of one or several trade union organisations that are signatories of this agreement or having later on subscribed to it as per the provisions of Articles L.2261-7 et seq. of the Labour Code.

The agreement may also be terminated at any time by the Management of GDF SUEZ SA, the dominant company within the Group, or by signatory trade union organisations in accordance with the provisions of Article L. 2261-9 of the Labour Code, subject to a notification period of 3 months.

Article 8.3.: Date of effectiveness and duration of the Agreement

The agreement shall become effective on the day after it is filed at the Paris Departmental Directorate for Labour and Employment (“DDTE”) and the registry of the Paris Industrial Court (“Conseil de Prud’hommes”). The agreement is entered into for an unlimited period.

Article 8.4.: Filing of the Agreement

In accordance with the provisions of Article L. 132-10 of the Labour Code, the Agreement shall be filed with the Paris Departmental Directorate for Labour and Employment (“DDTE”) and the registry of the Paris Industrial Court (“Conseil de Prud’hommes”).

Paris, _____

For GDF SUEZ S.A. and its subsidiaries meeting the conditions specified in Article 1-1 of the Agreement,

G rard MESTRALLET

For the Special Negotiation Group representing employees of Group companies:

For France

CGT	CGT	CGT	CGT
CFDT	CFDT	CFDT	
FO	FO		
CFE CGC	CFE CGC		
CFTC	CFTC		

For Belgium,

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For the Netherlands,

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For Germany,

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For the United Kingdom,

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For Romania,

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For Italy,

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For Spain,

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For Norway,

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For Poland

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For the Czech Rep.,

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For Sweden,

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For Hungary

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For European Federations,

EPSU	EMCEF
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COMPOSITION OF THE EUROPEAN GPEC COMMITTEE

Countries and companies within scope 31/12/2008	workforce	NO. OF REPRESENTATIVES			Total seats
		2 BU or +		+ 10,000 EMPLOYEES	
Austria	768	N			0
Belgium	20 596	Y	1	2	3
Czech Rep.	2 052	Y	1		1
Denmark	32	N			0
Finland	507	N			0
France	106 061	Y	1	10	11
Germany	6 732	Y	1		1
Greece	160	N			0
Hungary	1 581	Y	1		1
Italy	3 411	Y	1		1
Luxembourg	681	Y	1		1
Netherlands	11 846	Y	1	1	2
Norway	844	Y	1		1
Poland	4 018	Y	1		1
Portugal	326	Y	1		1
Romania	6 393	Y	1		1
Slovakia	243	N			0
Spain	3 426	Y	1		1
Sweden	1 008	N	1		1
Switzerland	1 864	Y	1		1
United Kingdom	10 628	Y	1	1	2
Total scope	183177		16	14	30

LIST OF COUNTRY GPEC COMMITTEES

- Belgium
- Czech Rep.
- France
- Germany
- Hungary
- Italy
- Netherlands
- Poland
- Romania
- Spain
- United Kingdom