

# Protocol for the European Works Council within the Air France KLM Group

## **PREAMBLE**

P-1 The new integration phase of the Air France KLM Group creates a leader in the airline world. The Group is keen for its development to go hand in hand with European Works Council activities, as the AFKL EWC is the meeting point for a dialogue between the Management and the employee representatives of the Group's enterprises.

Europe, extended to the candidate countries, is one of the preferred places for the Group to achieve this ambition, respecting various laws and transnational practices, including the European Directive on European Works Councils and its transposition into the different laws of EU countries (in France law 96-985 of 12 November 1996 and Ordinance 2011-1328 of 20/10/2011, the European Council Directive 2009/38/EC of 06/05/2009).

Within this geographical area, the signatories to this agreement aspire to continue the EWC as a body where management and employee's representatives will seek to ensure the effectiveness of the Group's enterprises while also taking their employees into account. Particular attention will be paid to issues relating to employment, working conditions, health, safety, training, mobility, diversity and equal opportunities.

P-2 This body is to be set up to foster social dialogue and cohesion among employees in undertakings controlled by the Air France KLM Group by strengthening a common sense of belonging and contributing to an enhanced climate of trust and mutual respect.

P-3 The Air France KLM Social and Ethical Charter adopted and signed on 10 July 2013 is a key reference, which applies to all undertakings of the Air France KLM Group.

P-4 The Air France KLM Group management acknowledges the need for social dialogue and for employees to be informed. It also acknowledges the need for employees' representatives to be informed and consulted in a timely manner at European Works Council level in the framework of its prerogatives and taking into account the geographical and/or strategic level where it stands concerning the transnational decisions affecting the activities of the Group and any changes therein.

P-5 This protocol is signed in full awareness and knowledge of the EWC Directives 2009/38/EC transposed in French law by Ordinance 2011-1328 on October 20th 2011 and it sets out to define the rights and obligations of parties to the agreement as intended by that Directive.

P-6 The provisions in the Protocol are compliant with the spirit and the letter of the Law.

## **ARTICLE 1: SCOPE**

1-1 The Air France KLM European Works Council (AFKL EWC) is a body for the information and consultation of employees' representatives on issues concerning the whole

AF KL Group, its subsidiaries and sub-subsidiaries, as set out in annex 1 “List of companies in the AFKL European Works Council Scope”.

1-2 It shall also be consulted with respect to transnational issues within the areas of competence set out below.

1-3 A transnational decision is one taken at Air France KLM Group level concerning two Air France KLM Group undertakings or companies operating in two different countries or restructurings concerning one or more subsidiaries located outside France and the Netherlands, or a decision involving one country only, but whose scale is such that it will by its very nature impact the Air France KLM Group as a whole.

1-4 The objective of the AFKL EWC is to improve the flow of information to employees of all undertakings within the corporate structure of the Air France KLM Group.

1-5 The AFKL EWC shall not replace the employees’ representative bodies specific to each undertaking and country, which shall retain the totality of their missions.

1-6 This provision shall not hinder the AFKL EWC from taking into account the situation of a country concerned on the grounds that such a country does not have an employees’ representative body.

1-7 The aim of the present protocol is to define the scope, information, consultation composition, operation and resources of the AFKL EWC.

## **ARTICLE 2: EXTENT OF THE AIR FRANCE KLM GROUP**

2-1 The present protocol concerns the Air France KLM Group, its subsidiaries and sub-subsidiaries in European countries (i.e. the European Union including Switzerland and countries in the European Economic Area).

2-2 The list of these countries and companies on 1st of May 2014 are reflected in annexes 1 & 2 (“List of companies in the AFKL European Works Council Scope” & “List of countries and headcount figures on April 1st 2014”). It will be modified in accordance with developments in the Group. The perimeter thus defined shall be reviewed annually in order to take account of changes to the extent of the Air France KLM Group and make any necessary updates.

2-3 Within this geographical area, and pursuant to the provisions of article L. 2331-1 of the French Labour Law (Code du Travail Français) and European Directive 2009/38/EC, the present protocol shall concern all undertakings over which the Air France KLM Group exercises a dominant influence.

## **ARTICLE 3: INFORMATION TO THE AFKL EWC**

3-1 Members, deputies, observers and country attendees of the AFKL EWC shall regularly receive information concerning the life and the economic, financial and social strategies of the Air France KLM Group at European level.

3-2 To achieve this, Management shall provide employees’ representatives in a timely manner with information enabling them to understand the objectives pursued and strategies

implemented to assess their impact, to evaluate the results and follow up on issues within the competence of the AFKL EWC.

3-3 The process of information will be both led concurrently within the AFKL EWC and the concerned local representative bodies.

3-4 The content of such information notably, if they have an impact on companies or countries mentioned in Appendix 1, (but not exclusively) concerns:

- The Air France KLM Group's structure and any changes to it,
- The strategic directions, economic and social perspectives for AFKL Group for the coming year,
- The economic and financial situation of the Air France KLM Group,
- Transfers of production,
- Substantial changes concerning the organization of working practices and the introduction of new technologies,
- Mergers, acquisitions or closures of establishments or undertakings,
- Changes to any and all activities and their impact on employment levels within the Air France KLM Group,
- The available social characteristics relative to the Air France KLM Group as a whole.

3-5 The Chairman of the Air France KLM Group may also notify to the AFKL EWC any information concerning the Air France KLM Group's global strategy. This information and its social consequences may give rise to discussion.

3-6 All this information shall be gathered in an internal computer library accessible only to the AFKL EWC members, deputies and observers. If documents presented as confidential by the Management appear in this library, this mention will appear clearly on each page. The members accessing this information should respect the article 22-1 conditions.

#### **ARTICLE 4: CONSULTATION OF AFKL EWC**

4-1 The consultation of the AFKL EWC consists of an exchange of views and the establishment of a dialogue between employees' representatives and the Air France KLM Group Management, at a time, in a manner and with a content which allows the EWC members, on the basis of information supplied, to give an advice, that may have a useful effect on subjects falling within the competence of the AFKL EWC as set out in article 1 of the present protocol.

4-2 When it concerns a project corresponding to a strategic issue, such consultation shall take place, before its implementation, in a timely manner with appropriate means and content so that the comments, observations and recommendations of the employees' representatives may be taken into consideration by the Management of the Air France KLM Group.

4-3 This consultation may give rise to an advice.

4-4 The local representative bodies concerned will be consulted concurrently, the AFKL EWC Select Committee may ask for the advice of the local representative bodies.

4-5 The advice of the AFKL EWC may be sent by email to the Management, or formulated during the plenary meeting, or in a mutually agreed time frame needed to formulate a pertinent advice.

4-6 The Air France KLM Group Management shall deliver a reasoned response in writing in a mutually agreed time frame after receiving the advice.

4-7 The AFKL EWC members can inform the staff representatives of establishments or companies of the Group of the content and the results of the process of information and implemented consultation, in the respect to the professional secrecy and obligation of confidentiality mentioned in the article L. 2342-10 of the French Labour Law.

## **ARTICLE 5: STRATEGIC ISSUES**

5-1 A strategic issue refers to a decision taken at the Air France KLM Group level, with major impact on the AFKL organization, its subsidiaries and/or employees. On Strategic issues, a “EWC Group Strategy Commission”, will be held. This commission will be charged with hearing, throughout the year, the main strategic orientations of Air France KLM Group. The information will be provided in a timely manner to enable the “EWC Group Strategy Commission” to understand the objectives pursued and strategies implemented.

5-2 The local representative bodies concerned will be consulted concurrently, the members of AFKL EWC Select Committee may ask for the advice of the local representative bodies.

5-3 At EWC level a “Group Strategy Commission” will be of, among others, five members of EWC select committee: two members of France, one member of Netherlands and two members of European countries (except France and Netherlands).

5-4 The General Secretary of the “Comité de Groupe Français AFKL” (CGF AFKL) will be invited to attend meetings of the Group Strategic Commission.

5-5 The members of Select Committee shall share the information given during the Group Strategy Commission with the EWC members.

5-6 In case of a consultation of EWC, the members of the select committee will recommend to the EWC members to initiate the consultation process by electronic procedure or during a plenary meeting.

5-7 An electronic procedure is a consultation by email after information and draft advice from the Select Committee submitted to the EWC members’ vote via email.

5-8 The plenary procedure is to convene the members for an extraordinary plenary meeting lasting one day, or during an ordinary plenary meeting if the conditions are gathered.

5-9 In the absence of consensus within Select Committee members on how to proceed regarding the consultation, all AFKL EWC members will be called upon to vote via email.

5-10 If a two-thirds (2/3) majority of members is in favor of a plenary meeting - with a summary of the replies being sent to the AFKL group management – the said meeting shall be convened no later than two (2) weeks thereafter.

5-11 This consultation may give rise to an advice.

5-12 The advice of the AFKL EWC may be sent by email to the Management, or communicated during the plenary meeting, or in a mutually agreed time frame needed to formulate a pertinent advice.

5-13 The Air France KLM Group Management shall deliver a reasoned response in writing in a mutually agreed time frame after receiving the advice.

## **ARTICLE 6: EXCEPTIONAL CIRCUMSTANCES**

6-1 When there are projects or exceptional and/or transnational circumstances which, pursuant to article 1, touch the interests of Air France KLM Group employees, in particular on the employment sphere, the Chairman of the AFKL EWC and the Select Committee of the AFKL EWC shall meet for consultation at the initiative of the Chairman of the AFKL EWC or of a majority of the members of the Select Committee.

6-2 This consultation may give rise to an advice.

6-3 The Select Committee shares the information with the EWC members, and then recommends initiating the consultation process by electronic procedure or during a plenary meeting.

6-4 If a two-thirds (2/3) majority of members is in favor of a plenary meeting – with each e-mailed reply being copied to the Air France KLM Group Management – said meeting shall be convened no later than two (2) weeks thereafter.

6-5 The local representative bodies concerned will be consulted concurrently, the AFKL EWC Select Committee may ask for the advice of the local representative bodies.

6-6 The advice of the AFKL EWC may be sent by email to the Management, or formulated during the plenary meeting, or in a mutually agreed time frame needed to formulate a pertinent advice.

6-7 The Air France KLM Group Management shall deliver a reasoned response in writing in a mutually agreed time frame after receiving the advice.

## **ARTICLE 7: COMPOSITION**

7-1 The AFKL EWC shall comprise members, representing the employees of the Air France KLM Group, broken down by country and with the objective of guaranteeing optimal and balanced (Art. L. 2342-9 of the French Labour Law) representation, as follows:

<b>Countries</b>	<b>Number of members</b>
France	11, including the General Secretary of the AF CCE
Netherlands	7, including the Chairman of the KLM DWC
GB and Ireland	1
Czech Republic	1
Hungary	1
Poland/Romania/Bulgaria	1
Italy	1
Spain	1
Germany	1
Belgium	1
Portugal	1
Switzerland	1
Austria/Croatia/Slovenia/	1

Serbia	
Sweden/Finland	1
Denmark/Baltic Countries	1
Norway	1
Greece	1
<b>TOTAL</b>	<b>33</b>

7-2 To take into account the staff figures of some countries, six (6) « Country Attendees » can be designated for the whole mandate (4 years, from June 2014 till June 2018). These “Country Attendees” need to meet the same requirements of designation as the EWC members of those countries.

7-3 The « Country Attendees » will come from the following countries :

- 2 in Great-Britain / Ireland
- 1 in Czech Republic
- 1 in Italy
- 1 in Spain
- 1 in Germany.

7-4 They don't have any deputy and will only be replaced in case of loss of their elective or designative national mandates which allowed their designation as « Country Attendee » for the European Works Council, or if he/she leaves the AFKL Group.

7-5 They cannot participate in the votes asked to the EWC members, in a plenary session or by electronic procedure.

7-6 In the event of Group enlargement as defined in article 9.2, it will be possible to appoint one or several observers, who have an electoral or trade union mandate.

7-7 Personnel employed by the Air France KLM Group in a country, which becomes a European Union Member State, shall be able to have themselves represented, by an observer who will join, as a member, the delegation of employees' representatives serving on the AFKL EWC at the time of its renewal, under the conditions of the applicable transposition law.

7-8 At the request of the Select Committee, a representative of the European Transport Federation – ETF – affiliated to the European Trade Union Confederation – ETUC – in the European Union may attend plenary meetings, preparatory meetings and debriefings of the AFKL EWC as an expert in an advisory capacity and have the same facilities as those accorded to employees' representatives.

7-9 In agreement with the Chairman of the AFKL EWC and the Select Committee, employees' representatives may be assisted during preparatory meetings and the debriefings by one or more competent persons belonging to the Air France KLM Group who shall be accorded the same facilities as the members.

## **ARTICLE 8: DESIGNATION & TERM OF OFFICE**

8-1 The members of the AFKL EWC (permanent members, deputies and observers) and the country attendees shall be appointed or elected according to the rules of the transposition law in each country.

8-2 For the permanent members and deputies representing several countries, an appointment protocol for each delegation concerned shall be prepared by the AFKLEWC.

8-3 The appointment of AFKL EWC permanent members and deputies is valid for the full term of office (4 years) from June 2014 to June 2018, in order to guarantee the continuity of the body and promote its operation.

8-4 For each permanent member, a deputy shall be appointed (or elected) who will stand in for him/her during plenary meetings, preparatory meetings and debriefings should the permanent member be unable to attend (with exception for the General Secretary of AF Works Council and the Chairman of Dutch Works Council).

8-5 The loss of national mandate having allowed the designation or the election of a member, deputy, observer as well if the person is leaving the company that was employing him, will result in the loss of the EWC mandate. In such case, the deputy member is called to become a member and a new deputy member is elected or designated

8-6 The deputies will not be invited to a meeting except when the permanent members are unable to attend. However, they will receive the same documents, agendas and information as the AFKL EWC permanent members and observers. They will also have access to the library dedicated to the AFKL EWC, in the same discretion and confidentiality conditions mentioned in the article L. 2342-10 of the French Labor Law.

## **ARTICLE 9: MODIFICATION TO REPRESENTATION**

9-1 Any and all modifications to employee representation as a result of Group developments shall take place in accordance with the provisions in article 2 above.

9-2 Each year, the make-up of employee representation on the AFKL EWC, as defined in article 7 above, shall be adjusted to take account of any changes in Group structure as defined in article 2 above provided this concerns a variation of at least 250 employees.

9-3 The mandate of a member of the AFKL EWC shall terminate automatically when the undertaking, where the employees' representative belongs, exits the Air France KLM Group structure.

9-4 The same shall apply when the member, deputy, observer or country attendee loses his or her electoral or trade union mandate. In the latter case, the departing member shall be replaced according to the rules of appointment set out in article 8.

## **ARTICLE 10: MEETINGS**

10-1 The AFKL EWC shall meet twice (2 times) a year either in Paris or in Amsterdam.

10-2 By agreement between the Select Committee and the Air France KLM Group Management, an extra plenary session may be convened outside of any exceptional circumstances.

10-3 Each plenary meeting shall take place over one day. Employee representatives hold a preparatory meeting the day before the plenary meeting and a debriefing meeting the day after.

10-4 On exceptional occasions, the delegation of employees' representatives of the AFKL EWC may meet outside the presence of the Management of the Air France KLM Group at the request of the Select Committee of the AFKL EWC once a year after agreement with the Management of the Air France KLM Group. The General Secretary of the AFKL EWC shall be responsible for organizing this meeting. This meeting shall take place in the same conditions and with the same resources as plenary meetings with the Management of the Air France KLM Group.

#### **ARTICLE 11: CHAIRMAN**

11-1 Plenary meetings of AFKL EWC shall be chaired by the Chairman of the Air France KLM Group or his/her designated empowered representative, with a permanent or exceptional mandate, in the event of an exceptional incapacity.

11-2 He may be assisted by members of staff.

#### **ARTICLE 12: DATES AND AGENDA**

12-1 Ordinary Plenary meetings dates and agendas are set jointly by the Chairman and General Secretary of the AFKL EWC and notified by the General Secretary to members, deputies, observers and country attendees of the AFKL EWC. The agenda for meetings will be notified fifteen (15) calendar days before the date of each session.

12-2 Failing agreement between the Chairman and the General Secretary of the AFKL EWC on the content of the agenda, said agenda shall be set by the Chairman of the AFKL EWC.

12-3 However, any request for a point to be included on the agenda formulated by a two-thirds majority of the members of AFKL EWC must be included.

12-4 All documents and other written information provided by the Management of the Air France KLM Group, to AFKL EWC members, deputies, observers and country attendees shall be provided in French and English.

#### **ARTICLE 13: MINUTES**

13-1 All discussions during plenary meetings shall be recorded and a "Flash" document will be written by a certified steno typist in French and translated in English. The content will be commonly agreed between the Management and the Select Committee. This "Flash" will be available on the EWC electronic library and in the EWC office.

13-2 A Key Decision Document, summarizing the main decisions taken during the plenary session, will be written together by Select Committee members and Management and sent by mail to the EWC members and country attendees.

13-3 Furthermore, a certified steno typist will take the minutes verbatim of the plenary meetings in French at the specific request of the Select Committee of the AFKL EWC after agreement with the Management. A copy will be available in the EWC office.



## **ARTICLE 14: WORKING LANGUAGES**

14-1 The official working languages, written as well as spoken, are French, English and Dutch.

14-2 Simultaneous translation of these three languages shall be provided for participants during the preparatory meetings, plenary meetings and debriefings.

14-3 The Select Committee, after agreement of the Chairman of the AFKL EWC, may agree to expand the scope of these facilities to include other meetings.

## **ARTICLE 15: WORKING GROUPS**

15-1 In order to deal with certain specific subjects falling within its scope, the AFKL EWC may where necessary decide to set up an internal working group chaired by Select Committee member.

15-2 The principle of the composition of those groups, the themes of their deliberations, their make-up, their assignments and their life-span shall be determined by the AFKL EWC in agreement with the Chairman of the AFKL EWC.

15-3 Permanent working groups, on the main AFKL activities (Cargo, Commercial, Engineering & Maintenance) will be set up and meet at least once a year.

15-4 Members of AF or KL works councils may participate to those permanent working group meetings, after agreement of the Chairman of the AFKL EWC, in order to share their expertise on specific subjects with the EWC working group members. The number of employee representatives (EWC, and AF, KL works councils members) cannot exceed 8 persons.

15-5 The minutes of the working group meetings will be written by the EWC working group members, and sent to all the participants of those meetings, and published on the EWC library, after approval of the Chairman of the AFKL EWC.

## **ARTICLE 16: OPERATION AND RESOURCES**

16-1 The time spent in preparatory and plenary meetings or debriefings for employees' representatives, in all meetings convened with the agreement of the Management of the Air France KLM Group, together with the time spent travelling to all such meetings shall be deemed to be working time and normally remunerated.

16-2 If meetings fall on or during public holidays, vacations or rest days, those members affected shall be able to take time off, in consultation with the local management of those affected.

16-3 The Management of the Air France KLM Group, in conjunction with the Select Committee, shall provide all necessary resources required for the satisfactory operation of the AFKL EWC and the Select Committee (time credit for the permanent members, deputies, country attendees; For the Select Committee members: office spaces, secretarial services, technical and communication resources, documentation, arrangements to meet the cost of travel expenses and a budget). These arrangements shall be defined in an operational protocol negotiated at the same time as the AFKL EWC protocol.

## **ARTICLE 17: INFORMING PERSONNEL**

17-1 Once the current AFKL EWC protocol has been signed, all personnel of the Air France KLM Group shall be informed, in French, in English and in Dutch, of the renewal of this body, its role and its internet address.

17-2 In all undertakings and/or establishments of Air France KLM Group where the employees' representatives are authorized to use the intranet portal, the access to AFKL EWC website will also be linked.

17-3 The use of these computing tools will have to respect the applicable legal rules in each country, relative to the obligation of discretion on the information (cf. Article 22) which the members ("*titulaires*" in French), deputies, observers or country attendees should acknowledge in the framework of their mandate and in accordance with the different IT charters of the Air France KLM Group within the scope of AFKL EWC.

## **ARTICLE 18: SELECT COMMITTEE OF THE AFKL EWC**

18-1 At the time of its first meeting, the AFKL EWC shall elect by a majority of its members present, a Select Committee of seven (7) employed members comprising:

- Four (4) members from countries other than France and the Netherlands and who shall be from at least three (3) member countries,
- One (1) member for the Netherlands,
- Two (2) members for France.

It is agreed that of the seven members, four (4) shall be from Air France Group and three (3) from KLM Group.

18-2 Among the members of the Select Committee, a General Secretary and two (2) Deputy General Secretaries shall be elected by a majority of staff representatives present of the AFKL EWC.

18-3 Following the loss of all qualifications of incumbency of an employee representation body pursuant to provisions of transposition laws or the rules or usage of the country concerned; or following the resignation of a member of the Select Committee, an election to replace the former member shall take place no later than the first plenary meeting following.

18-4 The Select Committee shall have a permanent responsibility with respect to the operation of the AFKL EWC.

18-5 Outside of the meetings devoted to the preparations of the ordinary annual meetings of the AFKL EWC, the Select Committee shall meet three (3) times per year or more if necessary and agreed on together with the Management.

18-6 The minutes of Select Committee meetings shall be drawn up, in both French and English, by the General Secretary and circulated to the members, deputies, observers and country attendees of the AFKL EWC after approval by the Chairman of the AFKL EWC.

18-7 The Select Committee is in charge of informing the EWC staff representatives of the evolutions and news concerning the EC regulations and directives with an impact on the AFKL EWC.

## **ARTICLE 19: TRAINING OF THE AFKL EWC MEMBERS**

19-1 The members of the AFKL EWC, their deputies, observers and country attendees are entitled to eight (8) days of collective training during their term of office to exercise this specific mandate and its developments. The cost of such training and that of its inherent expenses shall be borne by the Air France KLM Group following acceptance of the applications.

19-2 The members' salaries shall be paid in full by the employer, without loss of remuneration (shift).

19-3 The training body shall be an approved body within the meaning of existing legislation and/or one recommended by the European Trade Union Confederation.

19-4 The content of such training courses shall be defined by the Select Committee. Notably, training may cover economic aspects, knowledge of the Air France KLM Group and of its subsidiaries, European Community social legislation, or cultural aspects.

19-5 Independently of this, effective language training leading to rapid progress in French or English will be provided for each member, deputy, observer and country attendee of the AFKL EWC.

## **ARTICLE 20: EXPERTISE**

20-1 The delegation of employees' representatives at the AFKL EWC may be assisted by the expert of its choice on specific subjects during preparatory meetings, plenary meetings, debriefings and Select Committee meetings. The Management will be informed about the hiring of the expert.

20-2 On these specific subjects, the expert will receive the documents communicated to members of the AFKL EWC required for the proper execution of the mission entrusted to him/her. The expert shall be under the same obligations as AFKL EWC members, deputies and observers with respect to confidentiality/discretion, as described under article 22 of this protocol.

20-3 He or she may also request a meeting with the Chairman and/or members of the Air France KLM Management regarding the subject he or she has been consulted on.

20-4 The budget assigned by the Management of the Air France KLM Group for outside experts will be restricted to 100 000 euros per four-year mandate; this includes any travelling and accommodation expenses. Any additional costs in connection with exceptional circumstances may be jointly examined by the Chairman and the General Secretary of AFKL EWC.

## **ARTICLE 21: MOVEMENT RIGHTS**

21-1 Members, deputies, observers and country attendees of the AFKL EWC have access to undertakings belonging to the Group structure in order to meet, on their own premises, elected employees' representatives, regular employees or trade union representatives. They may visit the sites of these undertakings after informing the local appropriate management concerned.

21-2 Travel expenses (transportation, accommodation) corresponding to these missions are paid by management of the AFKL-Group.

21-3 Where a member or deputy of the AFKL EWC represents several undertakings or an undertaking comprising several establishments in several countries, the said representative shall be entitled to meet personnel of that or those undertakings in order to report on his/her mandate in conditions that do not disrupt the operation of the undertaking and excluding all contact with customers.

21-4 This entitlement will be the subject of an instruction by the Air France KLM Group to ensure that this arrangement is respected by each of the establishment concerned.

## **ARTICLE 22: CONFIDENTIALITY**

22-1 In accordance with the article L. 2342-10 of the French Labour Law, members, deputies, observers and country attendees of the AFKL EWC shall not disclose to third parties any information presented to them as being of a confidential or secret nature. This requirement shall continue after termination of the mandate of the AFKL EWC member.

22-2 If information is confidential or secret, this fact shall be clearly specified beforehand. The reasons for its confidential or secret character shall be set out at the same time, as shall the length of time such information shall be deemed confidential or secret and the persons to whom the confidentiality requirement shall apply.

## **ARTICLE 23: PROTECTION OF AFKL EWC MEMBERS, DEPUTIES, OBSERVERS AND COUNTRY ATTENDEES**

23-1 AFKL EWC members, deputies, observers and country attendees enjoy at least the same level of protection and the same guarantees as those provided for employees' representatives under existing legislation and/or agreements in the countries where they are employed.

23-2 The fact of being a member, deputy, observer or country attendee of the AFKL EWC should not in itself hamper the development of their career, or lead to a disciplinary action, discrimination, dismissal, intimidation or harassment.

23-3 Any notified decision of dismissal of a member, deputy, observer or country attendee of the AFKL EWC will be the subject of information at the Select Committee of the AFKL EWC under the expressed agreement of the interested party.

23-4 The Management of the Air France KLM Group shall facilitate the exercise of the mandate for the members, deputies, observers and country attendees of the AFKL EWC as described in this protocol. Said mandates shall be communicated to the local managements of all undertakings and/or establishments falling within the scope of this protocol by the Management of the Air France KLM Group.

23-5 The Chairman and the Select Committee of the AFKL EWC shall ensure that local undertakings and/or establishments confirm individually and in writing to the said members, deputies, observers and country attendees that they shall not be hindered in the performance of their duties for the AFKL EWC.

## **ARTICLE 24: TERM OF THE PRESENT PROTOCOL**

24.1 The present protocol will enter into force upon signature and shall be signed for an undetermined period in compliance with article L132.2 and followings of the French Labor Code.

24.2 A review of its application shall be carried out every two years with possibility, where necessary, of revising the present protocol to amend it. In that case or at any moment, the management of Air France KLM group or the EWC members may propose to the signatory parties to revise all or part of the present protocol. The final decisions shall be made in agreement with the chairman and on a majority vote by members of the AFKL EWC.

24.3 The present protocol may be denounced by one the signatory parties in compliance with the article L2261-10 of the French Labor Code after giving a 3-months period of notice. The denunciation must be notified to all the signatory parties.

24.4 In case of notice of denunciation of this protocol, the management of Air France KLM group and the EWC members will initiate negotiations in a good faith aiming at a new protocol. As soon as the present protocol will not be replaced, the EWC will remain in office and the protocol will remain in force till the end of the current mandate (4 years). In case of denunciation during the last year of the mandate and if no other protocol can be reached till the end of the mandate, the current protocol and mandate will remain in effect during a period of 15 months as from the beginning of the notice period.

## **ARTICLE 25: REGISTRATION**

25-1 The present protocol will be registered with the authorities competent for the Head office of Air France KLM.

25-2 The present protocol shall be translated into English.

25-3 However, only the version drafted in French shall be deemed to be the authentic document by the parties hereto.

25-4 The Select committee of the AFKL EWC shall keep an original of the present protocol to be at the disposal of the members, deputies and observers of the AFKL EWC, and shall provide copies of it, as and when required.

25-5 The present protocol is governed by the laws of the Republic of France. In case of dispute, the different will be addressed by the competent French jurisdiction.

25-6 The Air France KLM European Works Council office is located at the Dôme - Rue de La Haye - 95747 Roissy CDG Cedex - France.

Roissy, June 12<sup>th</sup>, 2014

*For the Air France KLM Group management:*

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