

In Brussels, on 8th February 1996

between the companies of the Ferrero Group in the European Union

and

the internal workers representatives, assisted by ECF - IUF - represented by its general secretary, Mr. Harald Wiedenhofer, and Marcello Ries - and the Trade Unions in Italy, France, Germany, Belgium and Ireland affiliated to ECF - IUF

the following agreement was signed

VOLUNTARY AGREEMENT

concerning the setting up of a European Ferrero Council - EFC - for information and consultation between the representatives of the employees of the Ferrero Group.

Introduction

Taking into consideration the activities, the progressive development of the internal European market and the increasing internationalization of the Ferrero Group, the dialogue between company management and the representatives of the employees is considered an important element of our group's policy in order to further the mutual exchange of information and opinions.

By this contract, all parties intend to implement information and consultation between the employees in all countries, which is the aim of the 94/95 EC directive.

The European Ferrero Council cannot take the place of the trade union representatives of the employees when carrying out negotiations or limit the rights of workers in the various countries and must avoid all interference in national or regional negotiation processes.

The European Ferrero Council does not take the place of the representative bodies of the workers relative to each company, in each country, which maintain their integrity and functions.

Area of application

All the manufacturing and commercial companies of the Ferrero group which have offices in countries which, for all purposes, are member states of the European Union.

Composition

The European Ferrero Council is made up of:

- **a president**
appointed by Ferrero group management or his representative assisted by company spokesmen chosen by him.
- **a secretary**

designated among the employees of Ferrero companies by the secretary of ECF - IUF, after consultation of works councils and trade unions organizations. He represents ECF -IUF He is appointed by the president. However, the general secretary of ECF - IUF may take part in the works of the committee, by giving prior notice.

- **Ten delegates**
who are employees of the Ferrero group.

Appointment of delegates occurs in compliance with national regulations and procedures or by agreement between the various companies in one country. One trade union official representative for each country, may take part in the meetings, once chosen by the ECF - IUF secretary after consultation of the workers representatives .

In order to ensure the greatest representation possible for the various national delegates, the appointment of these spokesmen may also be made by rotation.

The delegates, employees of the Ferrero Group, will continue to receive their salaries for the days of the EFC meeting and for the day of preparation before the meeting.

Assignment of seats

ITALY	3
GERMANY	3
BELGIUM	2
FRANCE	1
IRELAND	1

The attendance of substitutes must be controlled by regulations.

Meetings

- **Frequency of meetings**
The President convenes the EFC ordinary session once a year. In exceptional circumstances, the President, having spoken with the secretary, may convene a special EFC meeting following a justified request by the majority of EFC delegate members.
- **Duration of meetings**

Each meeting lasts for a day and will be preceded by a day of preparation.

- Location of meetings

The location of each meeting is chosen by the company which actually organizes the meeting.

Order of the Day

The order of the day is established by the President after consultation with the EFC secretary and EFC delegates are informed with at least 30 days prior notice.

Report

The report on the meeting and any preparatory documents are written by the President after consultation with the EFC secretary. They are written in four languages (Italian, English, French and German) and are sent to the delegates.

Topics

- Structure of the group and fundamental changes in organization.
- Financial situation of the companies in the Ferrero group which are within the European Union.
- Development of the employment situation of the companies in the Ferrero group which are within the European Union.
- Production and investment programmes.
- Market strategies.
- Professional training.
- Other prominent matters, which concern the employees and which effect at least two of the companies taking part in the meeting.

Expenses

Expenses incurred by delegate members of EFC (expenses for absence from work, travel and living expenses) are paid by the company of origin according to regulations laid down by EFC.

Organisation, interpreting and translation expenses are charged to the company which holds the meeting.

Confidentiality

News about EFC activities will be circulated to a great extent among workers if confidential information is not involved. Consequently, it is extremely important to treat information issued by EFC in a professional and consistent way.

In order to promote a spirit of openness and a free exchange of opinions, EFC members and the trade union representatives agree not to divulge any information that is given to them as confidential. This obligation lasts beyond the end of their term of office. The formalities for protecting the obligation of confidentiality and any penalties for breaking it will be established by EFC with special regulations.

Final Provisions

Participation in the agreement is left to the individual decision of each representative of the workers in each factory at national level.

Article 5, paragraph 5, first comma of the 94/95 directive is not applicable.

As far as the present contract is concerned, the text in Italian is to be used as reference in case there are any doubts concerning its interpretation.

The present contract may be altered or completed at any time, following agreement by at least two thirds of the delegate members of EFC, ECF - IUF and the representatives of the Ferrero group; it comes into force for a period of four years starting from the date of signature.

Three months from its expiry, EFC will meet to establish the formalities for renewing the present contract.

FERRERO SPA
UNITARIE

RAPPRESENTANZE

SINDACALI

FERRERO ARDENNES

COMITE' D'ENTREPRISE

FERRERO FRANCE S.A.

COMITE' D'ENTREPRISE

FERRERO O.H.G.

BETRIEBSRAT

FERRERO IRELAND

SHOPSTEWARDS

assisted by:

SETA UITA
and by:

NGG - DGB

CCAS - CSC

FGTB

FGA - CFDT

SIPTU

FAT CISL

FLAI CGIL

UILA UIL