

## **GLOBAL AGREEMENT ON FUNDAMENTAL RIGHTS**

### **PREAMBLE**

SOCIETE GENERALE and UNI Global Union (UNI), hereinafter the parties, are both engaged in activities in a multinational global marketplace which raise new challenges.

By signing this global agreement, the parties are demonstrating their desire to strengthen their dialogue on human rights and fundamental labour standards, in particular in the area of freedom of association and collective bargaining. Through mutual cooperation they wish to support the sustainable development of SOCIETE GENERALE's activities as well as promote sustainable and satisfactory working conditions for SOCIETE GENERALE's employees.

SOCIETE GENERALE undertakes to do everything in its power to ensure that the principles set out in the present agreement are respected by its subsidiaries and shared by its business partners.

UNI will publicly support companies it considers to be pioneers in terms of good employment conditions and will collaborate with SOCIETE GENERALE in order to raise employment standards within the company. It will do so by using its influence in such a way as to ensure that working conditions in the industry are improved.

### **1 - SCOPE**

This agreement applies to all the geographic zones where the subsidiaries are effectively controlled by, and integrated into, SOCIETE GENERALE.

This agreement establishes an overall framework and is not intended to substitute any national legislation, national collective agreement, or company-wide agreement that is currently in force, or which may be subsequently negotiated, and which offers more favourable conditions.

UNI is concluding this agreement in its own name and also on behalf of all its affiliates around the world.

## **2 - COMMITMENT TO HUMAN RIGHTS**

In line with the Group's code of conduct and general environmental and social principles, SOCIETE GENERALE reaffirms its commitment to respect the United Nation's guiding principles on business and human rights, to avoid violating human rights, to try to remedy the potential harmful effects of its activities and business lines on human rights, and to take all reasonable measures to prevent, attenuate or, where necessary redress such violations in accordance with the United Nation's guiding principles (implementation of the "Protect, Respect and Remedy Framework" applicable to business enterprises).

SOCIETE GENERALE reaffirms its commitment to respect the ILO Declaration on Fundamental Principles and Rights at Work<sup>1</sup>, which also includes freedom of association, and in particular the right of all employees to organise, to join a trade union and to engage in collective bargaining.

It subscribes to the OECD Guidelines for Multinational Enterprises.

SOCIETE GENERALE reiterates its commitment to respect all employment laws, collective agreements, national health and safety regulations as well as internationally recognised laws and human rights standards in all markets where SOCIETE GENERALE operates.

SOCIETE GENERALE undertakes to offer fair employment and working conditions throughout the SOCIETE GENERALE group.

SOCIETE GENERALE shall not engage in any form of employment-related discrimination, and shall in particular hire women and men on the basis of their specific skills. It shall treat each employee with dignity and without discrimination, regardless of age, social origin, family circumstances, gender, sexual orientation, disabilities, political, trade union or religious views, actual or supposed membership or non-membership of an ethnic group or nation in accordance with ILO Convention No. 111.

## **3 - TRADE UNION RIGHTS**

In order that all employees may exercise their right to freedom of association, and in particular the right to organise, to join a trade union of their choice and to engage in collective bargaining, SOCIETE GENERALE will take all necessary measures so that:

- a. The management of SOCIETE GENERALE in each of the countries creates a free and open environment so that people can exercise their freedom of association rights and will not prevent them from joining a trade union or exercising their rights as members of a trade union.

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<sup>1</sup> The ILO conventions are fundamental rights are:

- Convention No. 87 concerning Freedom of Association and Protection of the right to Organise, 1948
- Convention No. 98 on the Right to Organise and Collective Bargaining, 1949
- Convention No. 29 on Forced Labour, 1930
- Convention No. 105 on the Abolition of Forced Labour, 1957
- Convention No. 138 on the Minimum Age, 1973
- Convention No. 182 on the Worst Forms of Child Labour, 1999
- Convention No. 100 on Equal Remuneration, 1951
- Convention No. 111 on Discrimination (Employment and Occupation), 1958

- b. No employee will be subjected to intimidation, harassment or retaliation as a result of their exercising these rights. SOCIETE GENERALE will support and notify employees of their right to join a trade union of their choice.
- c. The recognition of, or representation by, a trade union shall not be obstructed. A trade union shall be recognised once it has completed the applicable legal formalities provided that it satisfies the legal requirements for recognition in accordance with the applicable law.
- d. Once the trade union has been recognised, the management of SOCIETE GENERALE shall engage in collective bargaining in good faith and shall seek to reach an agreement with staff representatives in accordance with the national laws governing recognition or accreditation.

In order to allow employees to exercise their rights effectively, UNI's local affiliate and the local management of SOCIETE GENERALE shall agree the modalities of access to the company, adapted to local operational requirements, so as to afford the local affiliate the opportunity to explain the advantages of joining and supporting the trade union. If the modalities vary, they shall wherever possible include the following:

- a. Meetings with the trade union representatives to discuss joining the trade union may take place on the company's premises and shall be organised in such a way as to avoid disrupting activities.
- b. UNI's local affiliate and the local management of SOCIETE GENERALE shall put in place adequate procedures in order to inform new employees of their trade union rights under the present agreement. SOCIETE GENERALE accepts that its local management shall grant its employees the right to meet with the trade unions without the management being present.

If it is impossible to reach an agreement on the modalities for access, each of the parties may submit the issue to the monitoring committee to be set up for the purpose of implementing the present agreement for consideration and resolution. These rules of access shall not prejudice any other rules of access that have already been agreed and found to be mutually satisfactory.

#### **4 - RELATIONS WITH BUSINESS PARTNERS**

Relations with suppliers and subcontractors shall be bound by "the code of conduct for responsible procurement and ethical standards applicable to procurement" which sets out the SOCIETE GENERALE group's principles on this subject (instructions are appended to this agreement for information purposes).

#### **5 - UNI's COMMITMENT**

UNI shall publicly support SOCIETE GENERALE as a pioneer in the area of employment standards and shall cooperate with SOCIETE GENERALE with a view to constantly improving those standards within the SOCIETE GENERALE group.

UNI recognises that the conditions of employment shall be fixed in accordance with the legal, social and economic conditions in each country.

## **6 - DURATION**

The present agreement shall be valid for a period of three years. It may be terminated by either of the parties providing it is done in writing and notice of six months has been given. This agreement shall be registered with the Regional Directorate for Companies, Competition, Consumption, Work and Employment (UT 92) and the Nanterre Labour Tribunal.

## **7 - APPLICATION**

The parties shall communicate the present agreement and the commitments to the principles that underpin it to all their respective organisations and bodies. Each shall assume responsibility for implementing the agreement in good faith.

SOCIETE GENERALE shall publicise this agreement by making it available online on its Internet website and shall communicate it to its national and local management teams.

The parties agree to set up a joint monitoring committee tasked with the implementation of the agreement. It shall meet once a year to discuss progress made within the framework of the agreement and its application.

In exceptional cases, the committee shall meet at the request of one of the parties if warranted by particular circumstances.

The monitoring committee shall have a balanced representation of parties, with representatives from SOCIETE GENERALE and 5 representatives from UNI.

The SOCIETE GENERALE's Group HR Director and the UNI representative shall prepare the agenda 15 days before the meeting. It shall reflect the thematic and geographic priorities relating to the implementation of this agreement on the respect of fundamental and trade union rights.

The committee may rely on information received from various countries regarding the quality of the social dialogue as well as any follow-up indicators that have already been adopted as part of SOCIETE GENERALE's corporate social responsibility policy (reference document).

If a complaint should be filed under the terms of the present agreement that cannot be resolved by the national or regional management, UNI may raise the matter with SOCIETE GENERALE's Director of Labour Relations or Director of Human Resources. An inquiry shall then be conducted without delay in an open and transparent manner. If the issue can still not be resolved, it may be submitted to the monitoring committee.

In the event that the parties are unable to resolve a dispute concerning the application of the present agreement after having discussed it at a meeting of the monitoring committee, it may be submitted by mutual consent to a mediator. Both parties shall choose the mediator jointly. Neither party may refuse a request for mediation without just cause.

The specific problems of employees or local disputes concerning collective bargaining shall be handled and settled in accordance with local dispute settlement procedures. Recourse to a higher jurisdiction may only be justified if the question at issue relates to a right or a standard established within the context of the present agreement.

UNI also recognises that the present agreement does not grant any contractual rights to third parties (including UNI affiliates) or to any employee of the SOCIETE GENERALE group, and that the agreement may not affect the practices or agreements negotiated with other trade unions (affiliates that are not members of UNI) that are active within SOCIETE GENERALE.

Done in Paris La Défense on June 3<sup>rd</sup>, 2015

For SOCIETE GENERALE

Mr Edouard-Malo HENRY  
Group Head of Human Resources

For UNI Global Union

Mr Philip JENNINGS  
General Secretary

This Agreement is signed in the presence of SOCIETE GENERALE representatives French trade unions:

CFDT	(Confédération Française Démocratique du travail)
CFTC	(Confédération Française des Travailleurs Chrétiens)
CGT	(Confédération Générale du Travail)
CGT-FO	(Confédération Générale du Travail -Force Ouvrière)
SNB	(Syndicat National de la Banque et du Crédit) affilié à la CFE-CGC (Confédération Française de l'Encadrement - Confédération Générale des Cadres)