

**AGREEMENT RELATING TO THE ESTABLISHMENT OF
THE EUROPEAN CONSULTATIVE COMMITTEE
WITHIN THE SUEZ GROUP**

**Agreement of 31 May 1995, as modified by the
Amendments of 19 November 1999, 21 June 2001
and 27 September 2004**

Between Suez, represented by Emmanuel Van Innis, Joint Chief Executive in charge of Group Human Resources.

party of the first part,

and the Trade Unions:

- the European Trade Union Confederation E.T.U.C., represented by Jan-Willem Goudriaan,
- the *Confédération Européenne des Cadres* [European Confederation of Executives and Managerial Staff], represented by Philippe Mangelinckx,
- the C.F.D.T., represented by Bernard Larribaud, Jean-Louis Bouquet
- the C.F.T.C., represented by Jean-Claude Stock
- the C.F.E.- C.G.C., represented by Fabrice Amathieu, René Debruyne
- the C.G.T., represented by Yves Montobbio, Daniel Bourgitteau-Guiard
- the C.G.T.- F.O., represented by Jean-Pierre Lochkomoieff, Jean-Jacques Marbach

party of the second part,

The following has been agreed:

RECITALS

On 31 May 1995, an Agreement was signed between Suez, the E.T.U.C., the C.E.C. and the five French representative trade unions, concerning the establishment of the European Consultative Committee within the Suez Group.

This Agreement, concluded in anticipation of the obligations arising from Directive 94/95 of 22 September 1994 and the Transposition Act 96/985 of 12 November 1996, expressed the will of the parties to participate in the creation of Social Europe.

In the context of the development of Suez business activities within the European Union, it formalised the Group's ambition to promote a high standard of social dialogue with its partners.

In accordance with Article 7 of the Agreement of 31 May 1995, the latter, concluded for a four-year period and renewable by tacit agreement, was scheduled for an implementation progress review to be conducted by its signatory parties on June 30, 1999.

The latter thus met and deemed the experience to be satisfactory, while nonetheless recommending various improvements.

In order to take into consideration the practices developed and to further strengthen social dialogue, the parties mutually agreed to renew the original Agreement adding certain clarifications and improvements.

In 2001, a new amendment was attached to the original Agreement in order to take into consideration the changes in the structure of the Group and to adapt the membership of the European Consultative Committee in order to reflect the Group's economic and operational situation. They also expressed their wish to specify which arrangements shall promote co-operative social dialogue.

Pursuant to Article 8 of the Agreement modified by the amendments of November 19, 1999 and June 21, 2001, the parties to the agreement were to reappraise its application at the end of 2003. After consultation, they agreed to renew the agreement in an improved version.

Article 1 - Scope of application

The European Consultative Committee involves:

- Suez, as named according to the prevailing Corporation Act;
- the companies controlled by Suez based in a European Union or European Free Trade Association (E.F.T.A.) country.

The Tractebel Group formed its own European Social Consultative Committee in 1996 prior to the merger between Compagnie de Suez and Lyonnaise des Eaux. The latter shall continue to deal with issues within its sphere of competence as the Energy Commission.

The list of companies is shown in Appendix 1 and shall be updated upon each renewal of the Committee's four-year term.

If a company ceases to meet the criteria defined for inclusion in the Committee, it shall cease to be considered a member of the Committee, after the Secretary and Joint Secretaries have been notified thereof.

If a company that may meet the criteria defined for inclusion in the Committee shall become a member of the Committee, after notifying the Secretary and Assistant Secretaries thereof, within a maximum period of six months.

Article 2 - Committee Membership

2.1 Members

The European Consultative Committee is chaired by the Group's Chairman, includes:

- the employee representatives (and their substitutes) from the companies that are part of the Group, appointed according to the terms and conditions set forth in Appendices 2, 3 and 4.
- one member of the E.T.U.C.

Moreover, if one of the five French representative trade union signatories of the Agreement were no longer represented, it would automatically be allocated a guest seat on the Committee.

AGBAR shall continue to be represented by three members, although it does not fall under the Committee's sphere of application.

In order to further develop social dialogue, one or more guests representing the Group's activities conducted by companies controlled by Suez in European Union candidate countries, which employ a minimum of 150 people, may attend the meetings of the European Consultative Committee.

If such guests belong to companies in a country that later joins the European Union, they shall automatically become full members for the remaining term of office.

2.2 Representativeness Criteria

The seats shall be distributed among the Group's various countries and businesses on the basis of their representativeness. Countries employing a staff of at least 150 employees shall be allocated a minimum of one seat. Additional seats shall be allocated on the basis of workforce tranches.

The distribution of seats between the various business sectors shall be carried out in France on the basis of a proportional representation system (with the highest number of seats reserved for the highest-volume business), while in other European countries, representativeness shall be determined on the basis of workforce tranches.

2.3 Appointment

French members shall be appointed by the trade unions from among their elected , regular or substitute members, or appointed on the basis of each union's representativeness as determined by the results of the most recent Works Councils' elections or internal committees for the purposes of forming the Group Committee as soon as possible.

Non-French members shall be appointed from among the companies with the highest representation, either by employee representative committees, the trade unions, or by any other means that would preclude a complex alternative appointment method. It is mandatory that they be salaried employees of the Group.

Notwithstanding the two previous paragraphs, members of the Energy sector shall be appointed from among the representatives of the employee comprising the Energy commission, in compliance with the SUEZ distribution guidelines, shown in Appendix 3 of this Agreement.

The General Management of the companies employing the members of the European Consultative Committee shall facilitate the exercise of their mandates and their attendance of the meetings. The protections or guarantees to which the members of the European Consultative Committee are entitled stem, when applicable, from the national mandates they have been granted, from legislation and/or the collective and regulatory agreements which govern these mandates.

2.4 Term of office

Mandates shall run for a term of four years and the initial renewal shall be made on the basis of the election results in the various countries, on June 30, 1999. Upon each renewal, the table appearing in Appendix 2 shall be reviewed in order to reflect any possible changes (the Group's business scope, trade union representativeness criteria, etc.).

Any appointments made between the renewal of a term shall be valid for the remainder of the mandate and until the next full term renewal.

Article 3 - Mission and responsibilities of the European Consultative Committee

The mission of the European Consultative Committee is to promote information, discussion and social dialogue and to promote the sharing of experience among employees of different nationalities and to increase dialogue.

Information, discussion, social dialogue and the sharing of experience mainly involve:

- the business activity, financial position, employment trends, annual or multi-year employment forecasts and any potential intra-Group preventive action planned in view of such forecasts, within each of its business segments and within each company comprising the Group in Europe;
- the consolidated accounts, as well as the corresponding Auditor's Report;
- the Group's strategic directions and economic prospects for the next year and subsequent years, if available, particularly those that concern the Group's companies in Europe.
- the enforcement and monitoring of the International Social Charter.
- the enforcement and monitoring of the Health and Safety Charter.

- the enforcement and monitoring of the commitment for a right to lifelong education and training.
Other transversal themes (equal opportunities, Research & Development etc.) may be specifically developed.

In addition, a specific transnational topic shall be proposed at each Committee meeting.

If any extraordinary circumstances arise with transnational consequences that affect the employees' interests, the European Consultative Committee will be informed and consulted. Said consultation means that detailed information based on a report shall be provided to the members of the Committee at a time when this consultation is still of significance regarding the measures to be taken in order to allow them to express a position to which the Management shall give an explanatory answer. This shall relate notably to changes in the economic or legal structure, such as mergers, disposals, restructuring, relations, closure of companies or sites and mass redundancies.

The European Committee does not replace the employee representative committees already in place within each company. The various employee representative committees of the Group's companies shall retain their full responsibilities pursuant to the specific law in each country.

Article 4 - Operation

4.1 Chairmanship, Secretariat

The meeting shall be chaired by the Group's Chairman or his representative, assisted by two persons of his choice having an advisory capacity and, if necessary, by specialists, depending upon the subjects to be discussed.

The Committee shall appoint, a Bureau by a majority vote to be comprised of a Secretary and of six Joint Secretaries representative of the countries and businesses selected from among its members for a four-year term.

4.2 Substitutes

Substitutes shall be appointed at the same time, and under the same conditions, as the members of the Committee. They shall be called upon to attend plenary meetings when a regular member is temporarily unable to attend for any reason whatsoever, or when a member has definitively lost his mandate.

They must fulfil the conditions stipulated under Article 2.3.

They shall receive a copy of the Committee's meeting agendas, minutes and documents delivered to members.

4.3 Meetings and Agenda of the European Committee

The Committee shall meet once during the second half of every year after being convened by its Chairman. The meeting's agenda shall be set by the Chairman in co-operation with the Bureau and delivered to Committee members at least 30 days prior to each session.

A preliminary meeting shall be held the day before this plenary meeting, and a debriefing held on the

day after the plenary meeting. All regular members, and all substitute members required to attend in the absence of a regular member, shall attend these sessions.

Furthermore, a preliminary meeting shall be held during the first half of every year which all regular and substitute members shall attend, regardless of whether or not they are required to attend plenary sessions.

The Group Committee's accountant may present the results of the study that he has undertaken in fulfilment of his mission on behalf of the French Group's Committee and which has been extended to the European companies.

In addition, depending of the topic of discussion, specialists may be used following discussions with and agreement of the General Management.

Between the preliminary and plenary sessions, various specialised Commissions may be formed related to the Committee members' core interests and current economic, social or business developments. They shall primarily consist of the regular members of the European Consultative Committee and may meet in order to finalise proposals that may be further developed within the Group.

If justified by events that occur involving at least two countries represented in the European Committee, the Secretary, Joint Secretaries and the E.T.U.C. representative shall be invited by the Management in order to be notified. A representative of the country concerned may also be invited, if the latter is not already represented on the Bureau.

Should exceptional circumstances arise having transnational consequences that affect the employees' interests, Bureau members may request that an extraordinary meeting of the European Consultative Committee be held.

The Chairman may either take this initiative, or agree to the request made by the Bureau.

4.4 Business-Specific Commissions

In order to promote and strengthen a spirit of co-operative social dialogue, business-specific commissions have been formed within the Water and Waste Management divisions. Tractebel's European Employment Consultative Committee shall act as the Energy commission.

These commissions shall be comprised of European Consultative Committee members from the business sector concerned, of members of Management from the business sector concerned, and of a Corporate HR Management representative. employee representatives of companies that are not represented on the European Consultative Committee may be invited after consultation between Management and the representatives concerned.

Each commission shall meet at least once a year prior to the Committee's plenary meeting and in all cases where major divisional events and/or decisions justify a meeting.

The role of these commissions shall be to foster discussion and social dialogue and to facilitate closer examination of the issues that directly concern each business sector, particularly those that involve strategy and employment (working conditions, safety, health, etc.), and economic and financial issues.

4.5 Meeting Procedure

The Committee shall meet at Suez Headquarters, or in any other suitable location in France or in one of the countries concerned.

The Chairman and Bureau shall jointly select the Committee's meeting locations, which shall depend on site availability.

Article 5 – Information – Communications

5.1 Meeting Minutes

The minutes of each plenary meeting, which shall recount the debates in the light of information contributed and drafted under the responsibility of the Secretary, shall be distributed to Committee members after submission to the Chairman. At the same time, the minutes shall be distributed to the Senior Line Managers and Human Resource Managers of the companies concerned and more widely within as many Group companies as possible.

Such minutes, together with any other information of general interest to the efforts, proposals and accomplishments of the European Consultative Committee shall be distributed as soon as possible by suitable up-to-date means of communication.

5.2 Information

Outside of the meetings, Committee members shall receive a written report of any major events affecting the Group's general operation or structure.

Moreover, all the Appendices to the present agreement shall be updated every year and distributed for information purposes.

5.3 Communication between Members

In order to foster discussions between members and to facilitate the preparation of their meetings or contacts, the latter may also communicate between themselves by means of an electronic mail system established by the Management.

Article 6 – Resources

6.1 Operating costs

In the absence of legal provisions to the contrary, travelling, accommodations and meal expenses), as well as compensation for the travelling and meeting times (plenary, preliminary, specialised commission, or meetings to define the accountant's mission) of the Committee's regular or substitute members shall be automatically borne by the companies in accordance with each company's internal rules.

In order to fulfil their missions, ECC members shall be granted a time credit as determined by the European Consultative Committee, subject to the approval of the Chairman, with the understanding that time spent with the Chairman shall be compensated under the same conditions as those defined in the preceding paragraph.

Suez shall provide premises for the Committee to hold preliminary and plenary meetings, as well as suitable interpreting resources. In addition, a secretariat shall be set up to handle the work required by the ECC and the Commissions.

Committee members may travel or use videoconferencing if specific circumstances justify it subject to prior authorisation.

6.2 Member Training

Suez, in co-operation with the signatory trade unions, shall hold a ten-day training programme (spread over the entire duration of the mandates) for the Committee members who wish to take part. Its main purpose shall be to give them a better understanding of the economic, financial and cultural aspects of the Group, the corporate economy, and European legislation and employment practices.

Priority shall be given to language training of ECC members in their respective companies.

Article 7 - Non-Disclosure Obligation

European Committee members shall be required to treat any information provided to them, such as that received from the Chairman or from his representative, as confidential.

Article 8 - Implementation, Term and Termination

The Amendment of 27 September 2004 shall enter into force after it is signed and shall become an integral part of the original Agreement of May 31, 1995 modified by the amendments of November 19, 1999 and June 21, 2001. The Agreement thus modified shall be concluded for a four-year period and be renewable by tacit agreement. At the end of such term, and in any event, the signatory parties shall meet to evaluate the experience and to examine the points needing clarification and improvements likely to be made therein.

This Agreement may be wholly or partially terminated by either signatory party, subject to six months' advance notice prior to the renewal date.

Article 9 - Deposit

The Suez Management shall deposit this Agreement with the *Direction Départementale de Travail* [French Departmental Division of Employment], as well as with the *Greffe du Conseil des Prud'hommes* [Clerk's Office of the Industrial Tribunal] having jurisdiction in respect of any matters concerning the company's Headquarters.

Drawn up in Paris, on September 27, 2004

On behalf of SUEZ
Emmanuel Van Innis

On behalf of the E.T.U.C.
Jan Willem Goudriaan

On behalf of the C.E.C.
Philippe Mangelinckx

On behalf of the C.F.D.T.
Bernard Larribaud
Jean-Louis Bouquet

On behalf of the C.F.T.C.
Jean-Claude Stock

On behalf of the C.G.C.
Fabrice Amathieu
René Debruyne

On behalf of the C.G.T.
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On behalf of the C.G.T.-F.O.
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