

**Amendments to the
6 December 2012
agreement on the SNCF
European Works Council
(EWC)**

Table of contents

Preamble	4
ARTICLE 1 - SCOPE OF APPLICATION	5
ARTICLE 2 - PREROGATIVES OF THE SNCF EWC	6
2.1 Competence	6
2.2 Information	6
2.3 Consultation	7
2.4 Linkage with personnel representation bodies in different Member States.....	9
2.5 Expert appraisals.....	9
2.6 Expression of EWC's opinion	9
2.7 Information to the personnel	10
2.8 Creation of an Internet site	10
2.9 Visiting rights	10
ARTICLE 3 - MEMBERSHIP OF SNCF EWC	11
3.1 Chairmanship	11
3.2 Personnel Representatives.....	11
3.3 Designation of a Substitute Member.....	13
3.4 Designation of the Secretary	13
3.5 Designation of the Treasurer	13
3.6 Terms of office	13
3.7 Change in representation.....	14
ARTICLE 4 - SELECT COMMITTEE	14
4.1 Membership and Establishment of the Select Committee	14
4.2 Election of Deputy Secretaries and two other members	14
4.3 Term of office and termination of Select Committee members.....	15
4.4 Remit of the Select Committee	15
ARTICLE 5 - OPERATION AND RESOURCES	15
5.1 Time credit	15
5.1 EWC plenary meetings	16
5.2 Exceptional meetings.....	16
5.3 Pre-Meetings	16
5.4 Debriefing meetings.....	16
5.5 Agenda.....	16
5.6 Meeting Reports	17
5.7 Translation	17
5.8 Time credit and reimbursement of expenses	17
5.9 Means of communication	18
5.10 Training	18
5.11 Time credit.....	19
5.12 Budget	19
ARTICLE 6 - OBLIGATION OF CONFIDENTIALITY	19
ARTICLE 7 - TERM OF AGREEMENT, REVISION, AND RENEGOTIATION	20
ARTICLE 8 - FILING FORMALITIES AND INTERPRETATION OF THE AGREEMENT	20
APPENDIX 1 - LIST OF COMPANIES PER MEMBER STATE (31/12/16)	I

APPENDIX 2 - PAYMENT OF EXPENSES INCURRED BY EWC MEMBER..... XXIII



Preamble

The historical operations of SNCF in France along with the expansion of its business activities within the European Union and internationally have turned SNCF into a leading multinational group in the transportation sector.

The Signatories to this Agreement intend to promote industrial dialogue within the Group via the creation of a European Works Council, in compliance with the provisions of EU Directive 2009/38/EC adopted by the European Parliament and the European Union Council, **and with ordinance No. 2011-1328 of 20 October 2011, ratified by Law No. 2013-619 of 16 July 2013, transposing it into French legislation.**

The Signatories have agreed to retain the existing GEODIS European Consultation Council (CEC, "*Comité Européen de Concertation*"), and the KEOLIS European Group Council (CGE, "*Comité de Groupe Européen*"), as they constitute a relevant level for European consultation. ~~The Signatories have consequently agreed that the SNCF European Works Council shall be intended to address transnational matters exceeding the scope of competence of the two above-mentioned councils.~~

This agreement determines the scope of transnational issues that relate to the SNCF EWC.

The ambition of the Signatories of this agreement within this geographical space is to make the EWC an information and consultation forum where the Management and personnel representatives will endeavour to ensure that the companies in the Group are efficient, while taking into account the interests of their employees. They are convinced that dialogue between Management and employees can increase the relevance and the effectiveness of the Management's decisions by enabling personnel representatives to know and understand the reasons for them, as well as to make proposals to complete or to improve them. The Signatories thus intend to combine the Group's development with the advancement of employees' physical and moral conditions. They will pay particular attention to issues related to employment, working conditions, occupational health and safety, professional training, mobility, diversity and gender equality at the workplace.

The Signatories further intend to make the EWC an instrument conducive to display and share the social responsibility principles of SNCF Group and its corporate values of public service. They intend to foster the emergence of a strong identity by combining the cultural diversity of the Group's companies.

The company will determine whether the implementation and application of French Law No. 2017-399 of 27 March 2017 on the duty of care applying to parent companies and contracting parties entails a duty to inform the EWC.

ARTICLE 1 - SCOPE OF APPLICATION

The Signatories hereby agree that the membership of the EWC shall take into account the Member States of **the European Union (EU) and European Free Trade Association (EFTA)** where SNCF companies operate and over which SNCF exercises its control or a dominant influence, as defined by EU Directive 2009/38/EC and by the French transcription law.

A list of companies in the relevant Member States is annexed hereto in Appendix 1.

The scope thus defined shall be reviewed every two (2) years, in order to account for any changes occurred within the SNCF Group, and make any necessary adjustments, in accordance with the provisions specified in Article 3.2 relative to the allocation of seats among Member States:

- ~~— Any new Member State matching the criteria of Article 1 and where the total workforce of the relevant companies is equal to or greater than 225 employees, shall be entitled to a seat and personnel representative on the SNCF-EWC.~~
- ~~— Conversely, any Member State where the workforce falls below the threshold of 225 employees shall no longer be entitled to representation on the SNCF EWC.~~
- ~~— Should the workforce in a Member State exceed 1,000 employees, it will be entitled to appoint a second personnel representative on the SNCF EWC.~~
- ~~— Conversely, any Member State where the workforce falls below 1,000 employees while remaining above the 225 employees threshold, shall become entitled to only one seat and personnel representative on the SNCF EWC.~~

If a Member State chooses to leave the European Union, the representatives from said Member State will remain on the EWC mandates until the end of their terms. Before the end of their terms, the EWC will examine whether or not the members will remain, in light of the terms of the withdrawal as provided in the Treaty on European Union.

ARTICLE 2 - PREROGATIVES OF THE SNCF EWC

2.1 Competence

The EWC shall constitute a transnational body of dialogue about the strategic orientations and developments at SNCF Group in economic and labour areas. It shall further be a forum of discussions regarding professional and labour practices.

Transnational matters shall be deemed to mean issues arising from a decision or a project adopted by the **Groupe Public Ferroviaire (comprising SNCF, SNCF Mobilités and SNCF Réseau) and potentially affecting either all companies included within the scope of the community application of this Agreement, or at least two companies or at least two different Member States included in the scope mentioned in Article 1.** ~~located in two different Member States within said scope.~~ These include matters which, regardless of the number of Member States involved, are of importance for the European workforce in terms of the scope of their potential effects, or which involve transfers of activities between Member States.

Transnational issues related exclusively to the scope of competence of GEODIS and/or KEOLIS shall continue to be addressed solely within the European representative bodies of said Groups.

The SNCF EWC shall not substitute either for the personnel representation bodies or for the national trade unions existing in the Member States covered under this Agreement, nor shall it challenge the prerogatives held by such personnel representation bodies under national law, which shall remain the only institutions entitled to fully exercise the rights of information and/or consultation regarding national or local issues under their scope of competence.

2.2 Information

In pursuance of Article L 2341-7 of the French Labour Code, for the head of the undertaking or the dominant undertaking in a Community-scale group of undertakings or any more appropriate level of management, information consists of supplying facts to personnel representatives enabling them to become aware of the issue in question and to examine it. Information is to be supplied at a suitable time, in a suitable manner, and include suitable content enabling personnel representatives to conduct an in-depth assessment of the possible impact of said facts and, where appropriate, prepare for consultations with the head of the undertaking or the dominant undertaking in a Community-scale group of undertakings or any more appropriate level of management.

~~In pursuance of the Whereas No. 22 of Directive 2009/38/EC, information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with the Management of the Community scale group of undertakings~~

Once a year, said information shall address in particular the topics listed below, based on elements previously communicated to the KEOLIS European Group Council (CGE, *Comité de Groupe Européen*) and the GEODIS European Consultation Council (CEC, *Comité Européen de Concertation*) and will include any items external to said representation bodies (subsidiaries outside of GEODIS and/or KEOLIS scope):

- Structure of the Group;
- Economic and financial position and strategy of the Group;
- Likely developments in its business activities;
- Production and sales;
- Situation and likely trends in employment;
- Capital expenditures;
- Relocations of production;
- Mergers;
- Substantial changes in organisation, introduction of new working methods or production processes;
- Curtailment or closure of companies, business sites, or significant components thereof;
- Collective dismissals.

In the context of the Annual Report, information shall be provided on the following topics: environmental policy, missions of public interests, equal opportunity and gender equality, training policy, prevention and health & safety policy, working conditions, labour policy in restructuring processes, and mobility policy,

2.3 Consultation

In pursuance of Article L 2341-6 of the French Labour Code, for the head of the undertaking or the dominant undertaking in a Community-scale group of undertakings or any more appropriate level of management, consultation consists of organising an exchange of points of view and establishing dialogue with personnel representatives, at a suitable time, in a suitable manner, and include suitable content enabling personnel representatives to express an opinion, within a reasonable timeframe, on the measures under consultation, which may be taken into account in

the undertaking or the dominant undertaking in a Community-scale group of undertakings, without prejudice to the employer's responsibilities.

~~Consultation about transnational matters, as defined above in Item 2.1, shall involve the establishment of dialogue and exchange of views with employees' representatives and the Employer.~~

~~Said consultation shall take place at such time and with such content as to enable EWC members to express, within a reasonable deadline and on the basis of the information provided, an opinion which can have a useful effect on the proposed measures subjected to the consultation, and may be taken into consideration by the European scope group of companies, without prejudice to the responsibilities of the Management.~~

In particular, the EWC must be consulted once a year on the following topics, based on items previously communicated to the Comité de Groupe SNCF, the KEOLIS European Group Council and/or the GEODIS European Consultation Council, incorporating as well any and all items external to the said three councils (i.e. subsidiaries outside GEODIS and KEOLIS scopes):

- Substantial changes in organisation, introduction of new working methods or production processes;
- Curtailment or closure of companies, business sites, whether wholly or partially;
- Collective dismissals. [Ces paragraphes ont été supprimés dans la VF]

Exceptional meetings may be organised under the conditions defined in Article 5.2.

In the event that exceptional circumstances as defined in Article 5.2 affect only the GEODIS or KEOLIS scope, they shall then be addressed within the CGE KEOLIS or CEC GEODIS councils.

The EWC shall further be consulted with regards to any other subjects previously agreed between the Chairman or his/her representative and the Select Committee.

Whenever the EWC expresses an opinion, said opinion shall be delivered either during the plenary meeting or by the Secretary at the latest seven days following the meeting, without calling into question the ability of the Company to adapt.

The Employer shall then provide a reasoned response to said opinion.

In the context of a public share offering on the capital of a company, the Chairman of the EWC or his representative shall not have any obligation to inform or consult the SNCF EWC prior to the release of said public offering.

However, the Chairman shall convene the European Works Council or the Select Committee at the earliest possible time following the publication of such public share offering, enabling the effective presence of EWC members for the transmission of precise written information regarding the content of the share offering and its economic and labour impacts, in particular any potential consequences on employment.

2.4 Linkage with personnel representation bodies in different Member States

Following discussion with the Secretary, the Chairman will determine the order in which consultation of the EWC and relevant national personnel representative bodies will take place. The expression of an opinion by the EWC, or the lack thereof, shall not prejudice nor constitute a prerequisite to the implementation and scheduling of any ongoing or planned information and/or consultation procedures with the national personnel representation bodies.

2.5 Expert appraisals

The European Works Council may be assisted by an expert chosen by the Select Committee members. The costs of the expert shall be paid by the Company, whenever necessary to enable him/her to express an opinion in the context of a consultation process as provided in Article 2.3. The Select Committee shall define, by mutual agreement with the Chairman or his/her representative, the subject, duration and budget of the expert's assignment. The expert shall be given access to the documents made available to EWC members. The expert may attend the pre-meetings as referred to in Article 5.4. [5.3 dans la VF]

In addition, EWC personnel representatives may request access to the expert appraisal on the Group's consolidated accounts presented to the SNCF Group Works Council, which may be complemented with specific points at the request of the EWC Secretary with the Chairman's consent

~~Upon expiry of the first term, an experience feedback will be arranged to report on the operation of the EWC. On this occasion, the possibility shall be investigated to set up theme-based and temporary working groups at the joint initiative of the Chairman and EWC employee representatives.~~

Groups may be appointed, on a temporary basis, at the initiative of the Chairman and of personnel representatives, to discuss specific topics.

2.6 Expression of EWC's opinion

The EWC shall constitute a forum where its members are free to express their views and opinions regarding all topics within the EWC's scope of competence.

2.7 Information to the personnel

Discussions held within the EWC, along with its opinions, shall be broadly and quickly communicated to all Group employees.

Said communication shall be conducted and disseminated in accordance with the usual practices applicable in each Group company.

The Select Committee and EWC members shall be provided with appropriate resources in order to disseminate information to Group employees, under their own responsibility.

2.8 Creation of an Internet site

~~Following the establishment of the EWC, an investigation shall be conducted to consider the creation of an Internet site accessible to EWC members and to Management representatives to:~~

- ~~- provide access to all documents relative to EWC meetings,~~
- ~~- provide for exchanges in the form of a discussion forum,~~
- ~~- receive information from the EWC Secretary or the Management in between EWC meetings.~~

~~The Internet site shall be administered by the SNCF Department of Human Resources.~~

An Internet site accessible to Group employees shall enable the EWC to disseminate its communication.

A confidential section, exclusively accessible to EWC members and Management representatives, shall:

- provide access to all documents relative to EWC meetings,
- enable members to receive information from the EWC Secretary or Management in-between EWC meetings.

2.9 Visiting rights

EWC members may access Group subsidiary sites provided they have been granted authorisation to do so by the subsidiary and that the subsidiary has been notified

sufficiently in advance. These visiting rights will be exercised under the terms provided by the subsidiary's local management.

ARTICLE 3 - MEMBERSHIP OF SNCF EWC

3.1 Chairmanship

The SNCF EWC shall be chaired by the **Chairman of SNCF's Executive Board Group Chairman**, who may delegate this duty by proxy to another member of the Executive Management to represent him.

At each EWC meeting, the Chairman or his delegated representative may be assisted by three assessors, as well as by other Group Managers, depending on the topics addressed on the agenda.

3.2 Personnel Representatives

Members of the SNCF EWC shall be salaried employees of one of the Group companies covered under the scope of application as defined in Article 1 of this Agreement.

Directive 2009/38/EC of the European Parliament and Council provides that EWC members shall be elected or appointed proportionately to the headcount of workers "employed in each Member State by the Community-scale group of undertakings, by allocating to each Member State one seat per portion of employees employed in that Member State amounting to 10%, or a fraction thereof, of the number of workers employed in all the Member States taken together".

In addition to the Directive, the number of SNCF EWC representatives per Member State is defined in accordance with the following rule:

- Any new Member State matching the criteria of Article 1 and where the total workforce of the relevant companies is equal to or greater than 150 employees, shall be entitled to a seat and personnel representative on the SNCF EWC.
- Conversely, any Member State where the workforce falls below the threshold of 150 employees shall no longer be entitled to representation on the SNCF EWC.
- Should the workforce in a Member State exceed 1,000 employees, it will be entitled to appoint a second personnel representative on the SNCF EWC.
- Conversely, any Member State where the workforce falls below 1,000 employees while remaining above the 150-employee threshold, shall become entitled to only one seat and personnel representative on the SNCF EWC.

If the total number of seats reaches 35, the rule entitling Member States with more than 1,000 employees to an additional seat will no longer apply, in order to ensure the council's membership remains within reasonable bounds and that it represents a plurality of countries.

~~In application of the above provision, France, with over 90% of the total headcount at 31 December 2011, shall be assigned 10 seats on the EWC.~~

~~Other Member States shall each be allocated one seat on the EWC.~~

~~In addition, an additional seat shall be allocated to Member States where SNCF Group has significant sales activities, i.e. the six (6) Member States (other than France) where the headcount exceeds 1,000 employees: Germany, Belgium, Denmark, United Kingdom, Italy and Sweden, as of 31 December 2011.~~

The number of seats allocated to the respective Member States is listed in Appendix 1 to this Agreement, which is updated by Management each time membership is renewed.

EWC members shall be designated in accordance with the rules applicable in each of the respective Member States.

In any given Member State (other than France), the subsidiary with the largest headcount will be entrusted with coordinating the process to appoint EWC members. EWC members in said Member State will be informed.

The trade unions in said Member State will be informed that this process is taking place so that they can ensure it is carried out properly.

If there are no trade unions in a Member State, the majority union in the relevant sector will be informed that this process is taking place.

When fulfilling their duties under this Agreement, EWC members shall be afforded a protection and guarantees similar to those provided to workers representatives by the relevant national legislation and/or practices in their country of employment. They shall not be subject to any discrimination due to the legitimate exercise of the tasks of their office, and shall be entitled to appropriate protection with respect to dismissal or any other sanctions.

If the same country is entitled to more than one seat on the EWC, Management and this council's employee representatives will insofar as possible pay particular attention to ensure membership plurality by taking into account the size of the workforce, the activities of the various entities in the country, their employee categories and gender.

For this reason, in principle, designating two members from the same subsidiary is not allowed. ~~The second representative may be designated in a company operating in a different business to the first, provided said subsidiary had more than 150 employees on 31 December the year preceding designation.~~

3.3 Designation of a Substitute Member

For each designated Standing Member, a Substitute Member may also be designated, in accordance with the same rules applicable to the designation of the Standing Member.

The Substitute Member shall attend EWC meetings only in the event that the Standing Member is unable to attend.

When a country is entitled to more than one seat, a Substitute Member, designated in accordance with the rules in the relevant country, may replace any Standing Member in the delegation.

3.4 Designation of the Secretary

Elections shall be held by secret ballot.

The Secretary must be employed in the country with the highest headcount represented on the EWC. The Secretary shall be elected at the first plenary EWC meeting among its standing members, by an absolute majority vote of the members in attendance.

Failing an absolute majority, a second ballot round shall be held between the two candidates with the highest number of votes.

In the event of a tie vote, lots shall be drawn to select the Secretary among the two remaining candidates.

The Secretary shall be responsible for drafting the agenda jointly with the Chairman or his representative.

He/she shall represent the EWC to accomplish all duties and formalities related to the civil status of the Council.

3.5 Designation of the Treasurer

The Treasurer shall be elected following the same rules as the Secretary.

3.6 Terms of office

The term of office shall be four (4) years. However, any intermediate designations taking place during the normal term shall terminate at the time of re-elections of the Council.

Any loss of employment in one of the Group subsidiaries shall automatically entail a termination of the members' office.

In the event that a Standing Member loses his/her office, he/she shall be replaced by his/her Substitute or by another person designated to this purpose in the relevant Member State.

The office of an EWC member shall terminate automatically in the event that his/her reporting company exits the scope of SNCF Group as defined in Article 1 above.

3.7 Change in representation

Any changes to the personnel representation, linked to changes in the Group scope, shall take place in accordance with the provisions of Article 1 on Scope.

ARTICLE 4 - SELECT COMMITTEE

4.1 Membership and Establishment of the Select Committee

The Select Committee shall consist of five (5) members (EWC Secretary, ~~two~~ **one** Deputy Secretary, **the Treasurer** and two members) throughout the term of office.

4.2 Election of Deputy Secretaries and two other members

Elections shall be held by secret ballot.

In order to ensure a balanced representation of the various countries on the Select Committee, the Secretary **three members (other than the Secretary and the Treasurer)** shall be employees from three different countries **(other than the Secretary's)**. ~~Secretary and Deputy Secretaries shall each be employees from different countries.~~

The Deputy Secretary and the two other members shall be elected at the first EWC plenary meeting among the EWC standing members, by an absolute majority vote of the members in attendance.

Failing an absolute majority, a second ballot round shall be held between the two candidates with the highest number of votes.

In the event of a tie vote, lots will be drawn to select the Deputy Secretary among the two remaining candidates.

No single Member State shall hold more than two seats on the Select Committee.

4.3 Term of office and termination of Select Committee members

Select Committee members shall be elected for a term of office of four (4) years, provided they continue to meet the requirements to keep their office as EWC members throughout their term, as specified in Articles 3.6 and 3.7.

4.4 Remit of the Select Committee

Select Committee members shall be tasked with duties of coordination between the Company Management and the EWC personnel representatives regarding any matters related to the operation of the EWC.

The Select Committee may be convened in case of exceptional transnational events as defined in Article 2.3.

ARTICLE 5 - OPERATION AND RESOURCES

5.1 Time credit

~~The EWC Secretary shall be entitled to an annual time credit of 320 hours.~~

~~Select Committee members shall each be entitled to an annual time credit of 120 hours.~~

~~Other EWC members shall each be entitled to an annual time credit of 60 hours.~~

~~The time spent by EWC members to travel to and from and attend meetings shall not be charged against the time credit granted, and shall be regarded as effective working time.~~

5.1 EWC plenary meetings

The SNCF EWC shall meet twice a year ~~following the meetings of the CGE KEOLIS and CEC GEODIS~~. Plenary meetings shall in principle be held in Paris or in another Member State where SNCF Group has operations.

If the situation warrants, an additional meeting may be organised following the Chairman's agreement and on an exceptional basis.

5.2 Exceptional meetings

Exceptional meetings may be convened under the conditions defined in Article 3 of Annex 1 of Directive 2009/38/EC.

5.3 Pre-Meetings

EWC standing members or Select Committee members may, if they so wish, meet for the preceding half-day in order to prepare for the ordinary or extraordinary meetings in the absence of Management representatives. To this purpose, a meeting room and simultaneous interpreting services shall be made available by the Company.

5.4 Debriefing meetings

Immediately after the plenary meeting, members of the EWC or of the Select Committee may, if they so wish, organise a debriefing meeting. To this purpose, a meeting room and simultaneous interpreting services shall be made available by the Company.

5.5 Agenda

The EWC Chairman or his representative and Secretary shall jointly draft the meeting agenda, six weeks prior to the plenary assembly.

Failing a mutual agreement on the contents, the agenda shall be determined by the Chairman or his representative.

The Management shall provide reasoned replies in writing and in all languages, as defined in Article 5.7, for any items rejected by the Chairman or his representative when drafting the agenda.

The agenda shall be forwarded to EWC members two weeks prior to the plenary assembly.

5.6 Meeting Reports

The proceedings of EWC meetings shall be recorded in a Report drafted by the Company, and forwarded to all EWC members following approval from the Secretary **at the latest 3 months after the meeting.**

The report shall be translated into all languages specified in Article 5.7. and ~~published on line on the SNCF-EWC Internet site.~~

5.7 Translation

Simultaneous interpreting shall be provided during meetings (plenary assemblies and Select Committee meetings) **in the language of each Member State.** ~~For the first term of office, interpreting shall be provided in the following languages: French, English, German, Italian, Spanish, Danish, Swedish, Dutch and Romanian.~~

The Company shall adjust the translation and interpreting procedure as appropriate, taking into account the language skills of the appointed EWC members, in particular when representatives from a new Member State are designated. ~~The various documents forwarded prior to or distributed during the meetings shall be translated into the above-listed languages~~ **all required languages.**

~~After two years in operation, and following language training implemented as provided under Article 5.11, the situation shall be reviewed to assess the possibility of reducing the number of languages for written translations.~~

Translation and interpreting costs shall be paid by the Company.

In the event of any dispute regarding the interpretation of the various documents, the French version shall prevail.

5.8 Time credit and reimbursement of expenses

In order to attend EWC meetings, EWC members shall be entitled to an authorised leave of absence upon presentation of the relevant convening notice to their employer. The time devoted to travel to and from the meeting venue and attend EWC meetings shall not be charged against the personnel representation time credit to which the members may be entitled in their home company, as the case may be.

Similarly, the time devoted to travel to and from the meeting venue and attend EWC meetings shall be regarded as working time and compensated under normal pay conditions. Accordingly, the concerned personnel representatives shall retain their full pay, based on the time devoted to such meetings.

Expenses necessary to the proper performance of the EWC's duties shall be paid by SNCF. The terms and conditions of payment and/or reimbursement of the various expenses incurred by EWC members are annexed hereto in Appendix 2.

In pursuance of Article 10 of Directive 2009/38/EC, the members of the European Works Council shall inform the union representatives of the employees or, in the absence of representatives, the workforce as a whole, of the content and outcome of the consultation procedures conducted in the context of the EWC.

5.9 Means of communication

In order to fulfil the duties of their office, all EWC members shall be given access to a telephone, telecopy, e-mail services, e-mail address, computer and photocopier.

~~An annual budget of 8,000 euro shall be allocated to the Secretary for purchasing documentation necessary to the proper operation of the EWC. The Secretary shall forward the relevant invoices to the SNCF Human Resources Department for direct payment.~~

The Management shall provide the EWC Secretary with a mobile telephone and European-wide flat-fee phone subscription access and internet access.

Upon request from the relevant Members, the Management shall reimburse a flat fee of €20 €30 to offset telephone subscription fees.

Management shall supply all members with a digital tablet. These tablets will be inventoried at the end of each term to assess the need to renew them, taking into account technical obsolescence and awards during the preceding term.

5.10 Training

Upon approval from the Management, EWC members may attend training programmes necessary to fulfil the tasks of their office, and in particular language classes in English or in French at their request. Training shall take place during working hours.

Training courses may be delivered by accredited training organisations or by national trade unions or European labour federations or confederations.

EWC members shall be entitled to two training sessions, of four days each, financed by the company:

1. One session at the beginning of their term
2. One session mid-term

Any other requests for training will be reviewed by Management on a case-by-case basis following a formal request from the Secretary and in light of the benefits as regards the council's operation.

5.11 Time credit

The EWC Secretary shall be entitled to an annual time credit of 320 hours.

Select Committee members shall each be entitled to an annual time credit of 140 hours.

Other EWC members shall each be entitled to an annual time credit of 80 hours.

The time spent by EWC members to travel to and from and attend meetings shall not be charged against the time credit granted, and shall be regarded as effective working time.

A French member of the GPF who is also a permanent union representative may transfer his or her time credit to another French member. This transfer shall be to a specific GPF employee. The transfer shall be effected by e-mail to the person managing the council's administration, on the anniversary of the representative's term, each year. This statement, once approved by GPF HR, will be forwarded to the entity employing the transferee.

5.12 Budget

The EWC is awarded an annual budget of €20,000 to cover the EWC's and Select Committee's operating expenses.

The accounts will be approved once a year by the council in its entirety.

ARTICLE 6 - OBLIGATION OF CONFIDENTIALITY

In pursuance of Article L 2344-8 of the [French] Labour Code, EWC members shall be bound by an obligation of professional secrecy on all matters related to production processes, and by an obligation of confidentiality regarding all data and information of a confidential nature presented as such by the Company.

Whenever a topic is subjected to said obligation of confidentiality, EWC members shall be informed thereof as early as possible and the caption "*CONFIDENTIAL*" shall be clearly marked on the relevant documents subjected to this obligation, including as needed any indications related to duration or individuals concerned.

ARTICLE 7 - TERM OF AGREEMENT, REVISION, AND RENEGOTIATION

This Agreement shall take effect on the date of its signature and shall remain in force for an indeterminate term. ~~Its entry into force shall automatically dissolve the Special Negotiating Body created to negotiate the EWC Agreement.~~

This Agreement may be revised **at any time** by mutual consent between the Management and a majority of EWC standing members, **especially for reasons relating to changes in national legislation and European legislation transposed into French law.**

This Agreement may be denounced by the Management or by a majority of EWC standing members upon a six-month prior notice to terminate. Upon such prior notice issued by either one of the Parties, the Chairman or his representative shall immediately convene all EWC members to a negotiating meeting.

Failing a mutual agreement upon expiry of the six-month prior notice, this initial Agreement shall be extended for a term of six months, renewable once. Subsidiary provisions shall be applicable thereafter.

ARTICLE 8 - FILING FORMALITIES AND INTERPRETATION OF THE AGREEMENT

This Agreement shall be filed with the *Direction Régionale des Entreprises de la Concurrence, de la Consommation, du Travail et de l'Emploi* and with the Office of the Clerk of the *Prud'hommes* Industrial Court, in accordance with the provisions of Articles L 2231-5, L 2231-6 and D 2231-2 of the French Labour Code.

This EWC Agreement shall be translated into the respective languages of the countries represented by each EWC member. The French version of this Agreement alone shall however prevail between the Signatories.

This Agreement shall be governed by French law. In the event of any dispute, the French courts alone shall have sole competence to address the matter.

Signed in Paris on

On behalf of SNCF Management

Guillaume Pepy
SNCF Chairman

Members of the Special Negotiating Body signatory to this EWC Agreement:

For Germany

Alexander Hessel

Thorsten Krakau

For Belgium

Failure by Belgium to designate any representatives

For Denmark

Finn Damsgaard
3F

Lars Gaardbo
3F

For Spain

Angel Gonzales
UGT

For France

Pascal Collignon
UNSA

Christian Dreyer
CFDT

Sylvain Esnault
CGT

Eric Falempin
FO Cheminots

Jean-Luc Giai-Pron
CGT

Philippe Goncalves
CFTC Cheminots

Christian Joncret
CGT

Pierrick Ternois
CFDT

Julien Troccaz
SUD-Rail

Jean-Marc Veaux
CFDT

For Hungary

Agnes Mathe

For Italy

Riccardo Zini
FIT CISL

Monica Zuffi
FILT-CGIL

For the Netherlands

Wilbert Ebbers
CNV

For Romania

Mihaela Baltac

For the United Kingdom

Sebastian Wieckowski

For Sweden

Bengt Bryungs
Kommunal

Åsa Skoglund
Unionen

APPENDIX 1 - LIST OF COMPANIES PER MEMBER STATE (31/12/16)

In application of Article 3 of this agreement, France, with over 80% of the total headcount at 31 December 2016, shall be assigned 9 seats on the EWC.

Other Member States shall each be allocated one seat on the EWC.

In addition, an additional seat shall be allocated to Member States where SNCF Group has significant sales activities, i.e. the seven (7) Member States (other than France) where the headcount exceeds 1,000 employees: Germany, Belgium, Denmark, United Kingdom, Italy, Sweden and the Netherlands, as of 31 December 2016.

ETAT	Effectif Total 31/12/2016	% Effectif Etat / Effectif Total	Nombre de siège CEE (dispositions légales)	Nombre de siège CEE (dispositions SNCF)
Allemagne	3540	1,51%	1	2
Belgique	2991	1,27%	1	2
Danemark	1678	0,71%	1	2
Espagne	495	0,21%	1	1
France	210818	89,72%	9	9
Grande Bretagne	3356	1,43%	1	2
Hongrie	459	0,20%	1	1
Italie	1161	0,49%	1	2
Norvège	161	0,07%	1	1
Pays Bas	2659	1,13%	1	2
Pologne	168	0,07%	1	1
Roumanie	600	0,26%	1	1
Suède	6881	2,93%	1	2
TOTAL	234967	100,00%	21	28

ALLEMAGNE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON GERMANY	Allemagne	310
Geodis Logistics Deutschland	Allemagne	890
GEODIS BM GERMANY (=GIRAUD INTERN SPEDITIONS)	Allemagne	85
GEODIS GLOBAL SOL GERMANY	Allemagne	3
TFMM		
Cap Train Deutschland	Allemagne	689
ITL Eisenbahngesellschaft	Allemagne	244
Forwardis GmbH	Allemagne	39
STVA		
Egerland Sud	Allemagne	27
ECT (Express Container Transport) STVA	Allemagne	52
Recontec STVA	Allemagne	38
WEA STVA	Allemagne	444
HELF STVA	Allemagne	164
Ermewa		
Ermewa Berlin (Etablissement stable d'Ermewa SA)	Allemagne	35
CCR Allemagne (Rep office de CCR France) Ermewa	Allemagne	2
Eurotainer Allemagne (Etablissement stable d'Eurotainer SA) Ermewa	Allemagne	3
METIERS KEOLIS		
Keolis Deutschland	Allemagne	439
METIERS SNCF RESEAU		
EURAILSCOUT BV (SNCF Réseau)	Allemagne	56
METIERS SNCF VOYAGEURS		
ALLEO (SNCF Voyages)	Allemagne	1
SNCF Voyages Deutschland (SNCF Voyages)	Allemagne	19

TOTAL	3540
--------------	-------------

BELGIQUE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON BELGIUM NV	Belgique	151
CHALLENGE INTERNATIONAL BELGIUM	Belgique	29
TFMM		
CapTrain Belgium (ex SNCF Fret Belgium)	Belgique	34
Naviland-Cargo Belgique	Belgique	6
STVA		
Transporvoiture STVA	Belgique	8
METIERS KEOLIS		
EBH (KEOLIS)	Belgique	2534
METIERS SNCF VOYAGEURS		
Thalys (SNCF Voyages)	Belgique	124
THI Factory (SNCF Voyages)	Belgique	52
Eurostar International (EIL) (SNCF Voyages)	Belgique	8
Voyages-SNCF Benelux (=Rail Europe Benelux) (SNCF Voyages)	Belgique	45

TOTAL	2991
--------------	-------------

DANEMARK

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON DENMARK A/S	Danemark	172
TFMM		
CAPTRAIN DANEMARK	Danemark	14
METIERS KEOLIS		
CITY TRAFIK (KEOLIS)	Danemark	1492
TOTAL		1678

ESPAGNE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON SPAIN SLU	Espagne	110
GEODIS LOGISTICS SPAIN	Espagne	54
GEODIS GLOBAL SOLUTIONS SPAIN	Espagne	7
GEODIS IBERIA HOLDING	Espagne	12
GEODIS BM Iberica (=Giraud Iberica SA)	Espagne	214
ERMEWA		
Ermewa Iberica (Filiale d'Ermewa SA)	Espagne	3
METIERS SNCF RESEAU		
Ligne Perpignan-Figueras (LPF) (SNCF Réseau)	Espagne	88
METIERS SNCF VOYAGEURS		
Voyages-SNCF Espagne (=Rail Europe Espagne) (SNCF Voyages)	Espagne	7

TOTAL	495
--------------	------------

FRANCE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
(TRANSPORTS) BERNIS (GEODIS)	France	583
AAT (GEODIS) STVA	France	48
AKIDIS (GEODIS) STVA	France	43
ALPES MARITIMES EXPRESS (GEODIS)	France	27
ARTOIS EXPRESS S.A. (GEODIS)	France	77
ATELIERS D ORVAL (filiale d'Ermewa Ferroviaire)	France	107
BATRANS (GEODIS) STVA	France	19
BM ALSACE SAS (GEODIS)	France	197
BM AQUITAINE SAS (GEODIS)	France	121
BM ATLANTIQUE SAS (GEODIS)	France	65
BM AUVERGNE SAS (GEODIS)	France	53
BM CHAMPAGNE BOURGOGNE SAS (GEODIS)	France	21
BM CHIMIE Grenoble (ex Geodis Theta) (GEODIS)	France	59
BM CHIMIE Lacq (ex Geodis Trepoda) (GEODIS)	France	36
BM CHIMIE Lillebonne (GEODIS)	France	72
BM CHIMIE Martigues (GEODIS)	France	32
BM CHIMIE Metz (GEODIS)	France	4
BM CHIMIE Sens (GEODIS)	France	27
BM CHIMIE Villers Saint Paul (GEODIS)	France	141
BM FRANCILIENNE SAS (GEODIS)	France	125
BM LIMOUSIN SAS (GEODIS)	France	20
BM LORRAINE SAS (GEODIS)	France	20
BM Multimodal (Geodis) (GEODIS) ex DISTRICHRONO	France	67
BM NORD SAS (GEODIS)	France	90
BM NORMANDIE SAS (GEODIS)	France	99
BM PRESSE SAS (GEODIS)	France	138
BM PROVENCE SAS (GEODIS)	France	86
BM RHONE ALPES SAS (GEODIS)	France	123
BM SAVOIE SAS (GEODIS)	France	116
BM SIDERURGIE LORRAINE (GEODIS)	France	141
BOUCHES DU RHONE EXPRESS (GEODIS)	France	53
Bourgey Montreuil (Holding) (GEODIS)	France	312
BURGER-FERON (GEODIS)	France	27
CAAT (GEODIS) STVA	France	34
CALBERSON ALSACE (GEODIS)	France	132
CALBERSON ARMORIQUE (GEODIS)	France	413
CALBERSON AUVERGNE (GEODIS)	France	122
CALBERSON BRETAGNE (GEODIS)	France	359

DUSOLIER CALBERSON-(GEODIS)	France	608
CALBERSON EURE & LOIR (GEODIS)	France	91
CALBERSON GE (GEODIS)	France	28
CALBERSON ILE DE FRANCE (GEODIS)	France	179
CALBERSON LOIRET (GEODIS)	France	172
CALBERSON LORRAINE (GEODIS)	France	174
CALBERSON MEDITERRANEE (GEODIS)	France	454
CALBERSON MOSELLE (GEODIS)	France	117
CALBERSON NORMANDIE (GEODIS)	France	279
CALBERSON OISE (GEODIS)	France	69
CALBERSON PARIS (GEODIS)	France	99
CALBERSON PICARDIE (GEODIS)	France	281
CALBERSON RHONE ALPES (GEODIS)	France	565
CALBERSON ROUSSILLON (GEODIS)	France	71
CALBERSON SEINE & MARNE (GEODIS)	France	94
CALBERSON SUD OUEST (GEODIS)	France	289
CALBERSON YVELINES (GEODIS)	France	54
CALVADOS EXPRESS (GEODIS)	France	47
Chalenge International SA (GEODIS)	France	231
CHAVENEAU BERNIS TRANSPORT (GEODIS)	France	197
TRANSFER INTERNATIONAL (=Coquelle Gourdin GEODIS)	France	90
ECORAIL TRANSPORT TFMM	France	42
EGERLAND France (GEODIS) STVA	France	65
Ermewa SA (Paris, carling, istres, amiens)	France	94
Ermewa Interservices (Filiale d'Ermewa Holding)	France	44
EURL MIDI COURSE (GEODIS)	France	2
EUROTAINER SA(Filiale d'Ermewa intermodal)	France	14
SEALOGIS (=Feron de Clebsattel) (GEODIS)	France	134
FLANDRE EXPRESS S.A.S (GEODIS)	France	196
FLD EURL (GEODIS)	France	102
FRANCE TOUPIE LOCATION SAS (GEODIS)	France	161
GEODIS EUROMATIC (GEODIS)	France	585
GEODIS AUTOMOTIVE (GEODIS)	France	20
GEODIS AUTOMOTIVE EST (GEODIS)	France	339
GEODIS AUTOMOTIVE NORD (GEODIS)	France	96
GEODIS CALBERSON AQUITAINE (GEODIS)	France	349
Geodis Calberson Lille Europe (ex SNTM) (GEODIS)	France	305
GEODIS DIVISION MESSAGERIE SERVICES (GEODIS)	France	207
GEODIS GESTION IMMOBILIERE (GEODIS)	France	10
GEODIS ILE DE FRANCE SERVICES (GEODIS)	France	205
GEODIS INTERSERVICES (GEODIS)	France	286
GEODIS LOGISTICS ILE DE FRANCE (GEODIS)	France	494
GEODIS LOGISTICS NORD (GEODIS)	France	235
GEODIS LOGISTICS OUEST (GEODIS)	France	69
GEODIS LOGISTICS RHONE ALPES (GEODIS)	France	515

GEODIS LOGISTICS SERVICES (GEODIS)	France	93
GEODIS LOGISTICS SUD (GEODIS)	France	18
GEODIS LOGISTICS SUD OUEST (GEODIS)	France	124
GEODIS NETWORKS (4PL?) (GEODIS)	France	27
Geodis Oil and Gaz (GEODIS) Logistics Services	France	21
GEODIS PROJETS (GEODIS)	France	36
GEODIS SA (GEODIS)	France	4
Geodis SCO (GEODIS)	France	6
Geodis Freight Forwarding France(GEODIS) ex GEODIS WILSON France	France	515
GEODIS WILSON NETWORK (GEODIS)	France	68
Geodis Wilson Polynésie SA (GEODIS)	France	16
GEOPARTS (GEODIS)	France	337
GIE FRANCE EXPRESS (GEODIS)	France	2
Giraud Nord (GEODIS)	France	53
Giraud Rhône-Alpes (GEODIS)	France	97
GIRONDE EXPRESS (GEODIS)	France	63
HAUTE PROVENCE EXPRESS (GEODIS)	France	12
ITNOVEM (GEODIS) TFMM	France	63
LEXSER SAS (GEODIS) France	France	89
M.G. TRANSPORTS (GEODIS)	France	115
NAVILAND CARGO (GEODIS) TFMM	France	315
NORMANCHE (GEODIS) STVA	France	38
Normandie Rail Services (GEODIS) TFMM	France	75
ORTRANS (GEODIS) STVA	France	41
PHARMALOG (GEODIS)	France	134
PICARDIE LAVAGE CITERNES SARL (GEODIS)	France	11
PRISME (GEODIS)	France	46
RHONE DAUPHINE EXPRESS (GEODIS)	France	304
SARI (Filiale d'Ermewa Ferroviaire)	France	65
SARL AVEYRON EXPRESS (GEODIS)	France	43
SARL PARIS 8 (GEODIS)	France	17
SARL VAL EXPRESS (GEODIS)	France	231
SAS CALBERSON PARIS EUROPE (GEODIS)	France	383
SD CALBERSON (GEODIS)	France	59
SEGI (Filiale d'Ermewa Ferroviaire)	France	16
SEINE EXPRESS (GEODIS)	France	161
SENART AFFRETEMENT (GEODIS)	France	5
SETRADA (GEODIS) STVA	France	28
SMTR CALBERSON (GEODIS)	France	346
SNTC (GEODIS) STVA	France	5
Somap (GEODIS)	France	43
SOMEDAT (GEODIS) STVA	France	80
SOPTRANS (GEODIS) STVA	France	18
SOTRAF (GEODIS) STVA	France	49
(=Sté de Gestion du Terminal d'AITON (SGTBA)) (GEODIS) TFMM	France	23

STSI (GEODIS)	France	55
STVA SA (GEODIS) STVA	France	120
TETHYS (GEODIS) STVA	France	37
TRANSPORT FERROVIAIRE SERVICES (GEODIS) TFMM	France	43
TRANSPORT J SAVIN SAS (GEODIS)	France	25
TRANSQUERCY (GEODIS)	France	33
UNIROUTE (GEODIS) STVA	France	307
VALTRANS (GEODIS) STVA	France	75
VFLI (GEODIS) TFMM	France	855
VIIA (GEODIS) TFMM	France	38
Les courtiers associés (GEODIS)	France	11
VILOGISTIQUE (GEODIS) STVA	France	49
WALBAUM (GEODIS)	France	576
XP LOG (GEODIS)	France	186
Forwardis SA TFMM	France	34
Geodis BM Réseau	France	23
CCR France (Filiale d'Ermewa Intermodal)	France	10
SGW (Filiale d'Ermewa Ferroviaire)	France	6
FERIFOS (Filiale d'Ermewa Ferroviaire)	France	104
Ortrans (STVA)	France	41
VIIA Connect Le Boulou	France	24
SCO Aerospace and Defence	France	79
METIERS KEOLIS		
ITIREMIA (=EFFIA SERVICES) (KEOLIS)	France	526
AEROBAG (KEOLIS)	France	90
AEROLIS (KEOLIS)	France	195
AEROPORT ANGERS MARCE (KEOLIS)	France	15
AEROSAT (KEOLIS)	France	0
AUTOBUS ARCACHON (KEOLIS)	France	49
Autocars DELION (KEOLIS)	France	47
Autocars Eschenlauer	France	77
AUTOCARS PLANCHE (KEOLIS)	France	410
Autocars Striebig	France	233
CAENNAISE DE SERVICES (KEOLIS)	France	0
Cariane Littoral (KEOLIS)	France	60
CARS PLANCHE COTTIN PRIOUX (KEOLIS)	France	47
CARS TIXIERS (Sofitra)(=KEOLIS NORD ALLIER) (KEOLIS)	France	39
Cars Val Saône (KEOLIS)	France	165
CIE MARITIME PENN AR BED (KEOLIS)	France	87
CIE TPTS MEDITERRANEENS (CTM Cannes) (KEOLIS)	France	89
Compagnie du Blanc Argent (KEOLIS)	France	78
EFFIA SA (Holding) (KEOLIS)	France	77
EFFIA STATIONNEMENT & MOBILITE (KEOLIS)	France	819

Effia Stationnement BGD	France	0
EFFIA STATIONNEMENT LYON (KEOLIS)	France	0
Effia Stationnement Marseille	France	0
EFFIA TRANSPORT (KEOLIS)	France	57
ETASSE TOURISME (= KEOLIS PAYS NORMANDS) (KEOLIS)	France	44
GEP VIDAL (KEOLIS)	France	63
GROUPE KEOLIS SAS (Kuvera) (KEOLIS)	France	10
INTERHONE (KEOLIS)	France	3
Intrabus Orly (KEOLIS)	France	106
KEOLIS AGEN (KEOLIS)	France	87
Keolis Alençon	France	35
Keolis Alès	France	33
KEOLIS AMIENS (KEOLIS)	France	408
KEOLIS ANGERS (KEOLIS)	France	625
KEOLIS ARMOR (TAE) (KEOLIS)	France	541
Keolis Arras	France	135
KEOLIS ARTOIS (KEOLIS)	France	401
KEOLIS ATLANTIQUE (KEOLIS)	France	543
KEOLIS AUCH (KEOLIS)	France	56
KEOLIS AUDE (KEOLIS)	France	148
Keolis Aveyron (Millau Cars) (KEOLIS)	France	50
KEOLIS Baie des Anges (KEOLIS)	France	142
Keolis Bassin de Pompey	France	22
Keolis Beaune	France	14
KEOLIS BLOIS (KEOLIS)	France	128
KEOLIS BORDEAUX (KEOLIS)	France	2551
KEOLIS BOURGOGNE (KEOLIS)	France	162
KEOLIS BREST (KEOLIS)	France	486
Keolis Bus Verts	France	329
KEOLIS CAEN (KEOLIS)	France	625
KEOLIS CALVADOS (KEOLIS)	France	55
KEOLIS CENTRE (KEOLIS)	France	62
KEOLIS CHALONS EN CHAMPAGNE (KEOLIS)	France	74
KEOLIS CHARENTE MARITIME (KEOLIS)	France	17
KEOLIS CHÂTEAU THIERRY (KEOLIS)	France	3

KEOLIS CHATEAUROUX (KEOLIS)	France	80
KEOLIS CHATELLERAULT (KEOLIS)	France	33
KEOLIS CHAUMONT (KEOLIS)	France	34
Keolis Chauny - Tergnier	France	20
KEOLIS CHERBOURG (KEOLIS)	France	122
Keolis CIF	France	1075
KEOLIS CONCARNEAU (KEOLIS)	France	0
Keolis Côte d'Azur	France	40
KEOLIS DIVISION HOLDING (= KEOLIS SA) (KEOLIS)	France	1553
KEOLIS DROME ARDECHE (= Cariane Drôme + AUTOCARS CHARRIERE FILS) (KEOLIS)	France	144
KEOLIS DROUAIS (KEOLIS)	France	50
KEOLIS EPINAL (KEOLIS)	France	63
KEOLIS EURE (KEOLIS)	France	269
KEOLIS EURE ET LOIR (KEOLIS)	France	204
KEOLIS GARONNE (KEOLIS)	France	120
KEOLIS GRAND TARBES (KEOLIS)	France	66
KEOLIS ILLE ET VILAINE (KEOLIS)	France	7
KEOLIS LANGUEDOC (KEOLIS)	France	74
KEOLIS LAVAL (KEOLIS)	France	142
Keolis Lille	France	2655
KEOLIS LITTORAL (KEOLIS)	France	162
KEOLIS LORIENT (KEOLIS)	France	285
KEOLIS LYON (KEOLIS)	France	4360
KEOLIS MARITIME (KEOLIS)	France	52
KEOLIS MONTARGIS (KEOLIS)	France	58
KEOLIS MONTLUCON (KEOLIS)	France	56
KEOLIS MORLAIX (KEOLIS)	France	56
KEOLIS NARBONNE (KEOLIS)	France	58
KEOLIS NEVERS (KEOLIS)	France	90
KEOLIS OBERNAI (KEOLIS)	France	10
KEOLIS OISE (KEOLIS)	France	257
KEOLIS ORLEANS (KEOLIS)	France	748
Keolis Oyonnax	France	16
Keolis Pays d'Aix	France	347
KEOLIS PAYS DE MONTBELIARD (KEOLIS)	France	205
Keolis Pays des Volcans (ex CARS BLOT (TPN) (KEOLIS)	France	105
Keolis Pays Nancéien (Suburbain de Nancy) (KEOLIS)	France	52
KEOLIS PMR RHONE (KEOLIS)	France	47
Keolis Porte de l'Isère	France	117
KEOLIS PYRENEES (KEOLIS)	France	157
KEOLIS QUIMPER (KEOLIS)	France	135
KEOLIS RENNES (KEOLIS)	France	1025
Keolis Réseau Départemental Sud Oise (KRDSO) (KEOLIS)	France	1
KEOLIS ROUEN VALLEE DE SEINE (KEOLIS)	France	0
Keolis Saint Malo (KEOLIS)	France	70

KEOLIS SAINTES (KEOLIS)	France	38
Keolis Seine Essonne	France	98
KEOLIS SEINE MARITIME (KEOLIS)	France	230
Keolis Seine Senart	France	120
Keolis Seine Val de Marne	France	338
KEOLIS SOMME (KEOLIS)	France	18
KEOLIS SUD ALLIER (KEOLIS)	France	123
KEOLIS SUD LORRAINE (Cariane Est) (KEOLIS)	France	332
KEOLIS TOURAINE (EX ALPHACARS + CAR COUDERT) (KEOLIS)	France	257
KEOLIS TOURS (KEOLIS)	France	687
KEOLIS URBEST (KEOLIS)	France	8
KEOLIS Val de Maine (KEOLIS)	France	19
KEOLIS VAL D'OISE (KEOLIS)	France	66
Keolis Val Hainaut	France	48
Keolis Velizy	France	180
Keolis Versailles	France	333
KEOLIS VESOUL (KEOLIS)	France	50
Keolis Vichy	France	51
Keolis Voyages (KEOLIS)	France	6
KEOLIS YVELINES (KEOLIS)	France	34
Kisio Analysis	France	38
Kisio Digital	France	104
Kisio Services & Consulting	France	489
Les Cars de Bordeaux (KEOLIS)	France	108
Les Cars de l'Ouest Aquitain (= KEOLIS GIRONDE) (KEOLIS)	France	243
LES CARS DU BASSIN DE THAU (ALLEGRETTO) (KEOLIS)	France	50
LES CARS ROANNAIS (KEOLIS)	France	43
LES COURRIERS BRETONS (Keolis Emeraude) (KEOLIS)	France	116
LES COURRIERS DU MIDI (KEOLIS)	France	260
LES COURRIERS MOSELLANS (Keolis 3 Frontières) (KEOLIS)	France	407
LOISIRS ET VOYAGES (KEOLIS)	France	156
Monts Jura Autocars (KEOLIS)	France	376
ORMONTS TRANSPORTS	France	109
PAM 92 (Keolis Mobilité Hauts de Seine) (KEOLIS)	France	0
PRIORIS (KEOLIS)	France	0
RITMx (KEOLIS)	France	46
S.T.U. LOT ET GARONNE (Keolis Marmande) (KEOLIS)	France	22
SA Sap Drogoul	France	15
SAP Cariane Provence (SAP Bouc Bel Air) (KEOLIS)	France	143
SCAC (Keolis Bouches du Rhône) (KEOLIS)	France	44
SCAC Bagnis (GSB) (KEOLIS)	France	19
SERAG VOYAGES (Keolis Gascogne) (KEOLIS)	France	94
Société Bordelaise d'Exploitation de Services	France	0
Société d'Exploitation de l'aéroport Dole Jura (KEOLIS)	France	23
Société Nantaise de Fourrière Automobile	France	0

SODETRAV (KEOLIS)	France	231
STAC CREILLOISE (KEOLIS)	France	79
STCAR	France	110
Sté Rennaise Transports & Services RTS (Handistar) (KEOLIS)	France	54
STE TPTS COMMUN NIMOIS (KEOLIS)	France	401
STE TPTS REGION ABBEVILLE (KEOLIS)	France	0
STE TPTS REGION DIJONNAISE (K DIJON) (KEOLIS)	France	706
STE TPTS ROBERT (KEOLIS)	France	112
TPR (KEOLIS)	France	70
Tpt de la Brière (KEOLIS)	France	44
Train Bleu St Marcellin (KEOLIS)	France	22
TRANS VAL DE LYS (KEOLIS)	France	274
Transkeo	France	33
Transport Daniel MEYER	France	319
TRANSPORTS DUNOIS (Sofitra) (KEOLIS)	France	0
TRANSPORTS EVRARD (KEOLIS)	France	113
Transroissy (KEOLIS)	France	102
VAS (Voyages Autocars Services) (KEOLIS)	France	109
VIA NORMANDIE (= KEOLIS MANCHE) (KEOLIS)	France	68
VOYAGES DOURLENS (KEOLIS)	France	43
Voyages Fouache SAS	France	45
VOYAGES MONNET (KEOLIS)	France	0
VTS (KEOLIS)	France	0
WESTEEL (KEOLIS)	France	256
Entreprise Charles Caron	France	44
Keolis Mobilité Paris	France	205
Keolis Roissy Airport	France	88

METIERS SNCF RESEAU		
SFERIS (SNCF Réseau)	France	738
Eurailsout France (SNCF Réseau)	France	24
METIERS SNCF VOYAGEURS		
PARVIS (Gares & Connexions)	France	148
A2C (Gares & Connexions)	France	74
GROUPE AREP (Gares & Connexions)	France	617
Menighetti	France	29
SVD Holding (SNCF Voyages)	France	52
IDTGV (SNCF Voyages)	France	70
CRM Services (SNCF Voyages)	France	75
Avancial (= ex Sysrail data) (SNCF Voyages)	France	238
Rail Solutions (SNCF Voyages)	France	25
VSCT (SNCF Voyages)	France	410
voyages-sncf.com	France	260
SNCF C6 (OUIBUS)	France	254
Eurostar International (EIL) (SNCF Voyages)	France	145
Eurostar International SAS (Eurostar International)	France	226
Ecolutis (SNCF Voyages)	France	26
VSC Groupe (SNCF Voyages)	France	63
Thalys International (SNCF Voyages)	France	5
THI Factory (SNCF Voyages)	France	171
Ouicar (ex NC294)	France	35
AUTRES METIERS (EPIC SNCF)		
ICF Atlantique	France	192
SICF (société immobilière des chemins de fer)	France	220
ICF NOVEDIS	France	166
ICF Nord Est	France	212
ICF Sud Est Méditerranée	France	236
ICF La Sablière	France	690
Trans'actif Immobilier	France	17
SNCF MOBILITES + SNCF RESEAU +SNCF	France	148919
SNCF Participations	France	32
SERHR ORFEA	France	334
SNCF Conseil	France	96
SNEF	France	27
MASTERIS	France	19
SNCF International	France	44
SNCF Energie	France	10
Société est Société des Trains Expositions	France	13
Stelsia	France	96
SNCF Développement	France	10

TOTAL	210818
--------------	---------------

ROYAUME UNI

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON UK	Grande Bretagne	406
GEODIS UK MESSAGERIE	Grande Bretagne	271
FORTEC DISTRIB NETWORK	Grande Bretagne	55
GEODIS GLOBAL SOLUTION UK	Grande Bretagne	2
TFMM		
Cap Train UK	Grande Bretagne	2
STVA		
STVA UK	Grande Bretagne	49
C&C (STVA)	Grande Bretagne	58
METIERS KEOLIS		
Keolis UK	Grande Bretagne	47
Keolis-Amey Docklands Ltd	Grande Bretagne	869
Nottingham (KEOLIS)	Grande Bretagne	283
METIERS SNCF VOYAGEURS		
voyages-sncf UK Limited (SNCF Voyages)	Grande Bretagne	29
Eurostar International (EIL) (SNCF Voyages)	Grande Bretagne	1285

TOTAL	3356
--------------	-------------

HONGRIE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS CALBERSON HUNGARIA	Hongrie	417
MF Cargo	Hongrie	42
TOTAL		459

ITALIE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON ITALIA SPA	Italie	206
GEODIS LOGISTICS SPA	Italie	448
GEODIS GLOBAL SOLUTION ITALY	Italie	6
GEODIS HOLDING ITALIA	Italie	15
Bourgey Montreuil Italia	Italie	116
TFMM		
Cap Train Italia	Italie	304
ERMEWA		
Ermewa Italia (Filiale Ermewa SA Paris)	Italie	4
METIERS SNCF VOYAGEURS		
SVI (SNCF Voyages)	Italie	43
SNCF-Voyages Italia (=Rail Europe Italia) (SNCF Voyages)	Italie	19
TOTAL		1161

NORVEGE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON NORWAY A/S	Norvège	34
KEOLIS		
Keolis Norge	Norvège	127
TOTAL		161

PAYS BAS

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON NETHERLANDS (GEODIS)	Pays Bas	241
GEODIS WILSON MANAGEMENT BV (GEODIS)	Pays Bas	6
geodis logistics netherlands bv (GEODIS)	Pays Bas	275
VITESSE LOGISTICS BV (GEODIS)	Pays Bas	42
GEODIS GLOBAL SOLUTIONS NETHERLANDS BV (GEODIS)	Pays Bas	17
Geodis BM Netherlands BV (GEODIS)	Pays Bas	194
TFMM		
CapTrain Nederlands BV (GEODIS)	Pays Bas	58
ERMEWA		
EUROTAINER NL (Etablissement stable d'Eurotainer SA)	Pays Bas	20
METIERS KEOLIS		
Syntus (KEOLIS)	Pays Bas	1715
METIERS SNCF RESEAU		
EURAILSCOUT BV	Pays Bas	90
METIERS SNCF VOYAGEURS		
Eurostar International (EIL) (SNCF Voyages)	Pays Bas	1
TOTAL		2659

POLOGNE

SOCIETE	pays	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
Geodis Calberson Polska	Pologne	211
TFFM		
Captrain Polska.sp.zo.o.	Pologne	81
ERMEWA		
Ermewa (Succursale) d'Ermewa SA Paris	Pologne	2
TOTAL		294

ROUMANIE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
CALBERSON ROMANIA	Roumanie	322
GIRAUD SRL	Roumanie	189
TFMM		
Cap Train Romania	Roumanie	20
STVA		
BENGA Autologistics (STVA)	Roumanie	65
ERMEWA		
Ermewa (Rep office d'Ermewa SA Paris depuis 10/2016)	Roumanie	4

TOTAL	600
--------------	------------

POLOGNE

SOCIETE	pays	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
Geodis Calberson Polska	Pologne	211
TFFM		
Captrain Polska.sp.zo.o.	Pologne	81
ERMEWA		
Ermewa (Succursale) d'Ermewa SA Paris	Pologne	2

TOTAL	294
--------------	------------

SUÈDE

SOCIETE	ETAT	Total 31 déc 2016
METIERS SNCF LOGISTICS		
GEODIS		
GEODIS WILSON SWEDEN	Suède	348
GEODIS WILSON HOLDING	Suède	28
METIERS KEOLIS		
COMMUTER SECURITY GROUP (KEOLIS)	Suède	473
KEOLIS SVERIGE (BUSSLINK) (KEOLIS)	Suède	6032
TOTAL		6881

APPENDIX 2 - PAYMENT OF EXPENSES INCURRED BY EWC MEMBERS

Procedure for payment and/or reimbursement of expenses incurred by EWC personnel representatives (European Works Council)

1. Hotel expenses:

The EPIC SNCF company will handle the reservation and payment of hotel rooms (breakfast included) for all EWC personnel representatives.

2. Travel expenses:

Airline tickets must be booked in economy class and train tickets in 2nd class. EWC personnel representatives must contact their respective subsidiary who will handle the reservation and payment of airline or train tickets. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF. To do this, it will e-mail the person in charge of EWC administration. Following his or her approval, the subsidiary will post the original receipt with an IBAN.

The use of personal vehicles may be authorised to provide faster access from the EWC member's home or workplace to a train station or airport and travel to the EWC meeting venue. In exceptional circumstances, e.g. lack of any available public transportation means (train or plane), the use of private vehicles may be authorised to travel to plenary meetings.

Personal vehicle expenses may also be reimbursed in the event of exceptional circumstances and upon prior agreement from the Company.

Travel expenses incurred by EWC members shall be paid by the relevant subsidiary in accordance with its usual procedure. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF. To do this, it will e-mail the person in charge of EWC administration. Following his or her approval, the subsidiary will post the original receipt with an IBAN.

Local travel expenses (bus, subway, RER, taxi...) incurred by EWC personnel representatives between the airport or train station and the hotel will be reimbursed by the respective subsidiaries of the EWC personnel representatives upon presentation of receipts. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF. To do this, it will e-mail the person in charge of EWC administration. Following his or her approval, the subsidiary will post the original receipt with an IBAN.

3. Meal expenses:

Expenses for meals not organised by SNCF but related to various EWC meetings will be reimbursed to the EWC personnel representatives by their respective subsidiaries upon presentation of receipts and within the limit of 35 euro per meal. This amount will be re-evaluated over time under the same terms and conditions as those applicable to the employees of the EPIC SNCF. For reimbursement purposes, the subsidiary will then re-bill EPIC SNCF. To do this, it will e-mail the person in charge

of EWC administration. Following his or her approval, the subsidiary will post the original receipt with an IBAN.

For EWC personnel representatives from EPIC SNCF, the reimbursement of expenses will be done according to the usual applicable procedures.