



## **GLOBAL AGREEMENT ON FUNDAMENTAL RIGHTS**

### **FOREWORD**

SOCIETE GENERALE and UNI Global Union (UNI), hereinafter referred to as “the Parties”, are both engaged in activities on a multinational global marketplace which presents new challenges.

UNI Global Union is a voice for 20 million company workers in the global service sector worldwide, and represents employees in 150 countries in all the world’s regions. UNI Finance is the global trade union for the banking and insurance sectors. The negotiations and conclusion of this agreement are fully in line with UNI Global Union’s *Breaking Through* strategic plan for 2018-2022.

The Parties joined forces to form a constructive and positive partnership by signing in 2015 a global agreement on fundamental rights. After application of the agreement for a period of three years, the Parties took steps to strengthen certain arrangements, particularly with regards to freedom of association and the right to collective bargaining.

Under this global agreement, the Parties wish to strengthen their mutual dialogue and build on their cooperation to ensure the sustainable and continued growth of SOCIETE GENERALE’s businesses, as well as satisfactory working conditions for its employees.

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

UNI will publicly support the companies it sees as pioneers with respect to good employment conditions. It will collaborate with SOCIETE GENERALE to consistently raise employment standards within the company by actively using their influence to help improve the industry’s working conditions.

## **1. SCOPE**

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

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

UNI hereby concludes this agreement in its own name and 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 Nations' guiding principles on business and human rights, to avoid violating human rights, and to undertake all efforts to remedy the potentially harmful effects of its operations and businesses on human rights. This includes taking all necessary measures to prevent, attenuate or, where necessary, redress such violations in accordance with the United Nations' guiding principles on human rights.

SOCIETE GENERALE reaffirms its commitment to respect the International Labour Organisation's (ILO) Declaration on fundamental principles and rights at work<sup>1</sup>, which includes freedom of association, and in particular the right of all employees to organise, join a trade union and to engage in collective bargaining.

Under the commitments set out in this agreement, SOCIETE GENERALE and UNI draw on the Universal Declaration of Human Rights and the fundamental conventions of the International Labour Organisations to define what constitute human rights, fundamental freedoms, health and safety of persons.

SOCIETE GENERALE confirms that it subscribes to the OECD Guidelines for multinational enterprises, and reaffirms its commitment to respect all labour laws, collective agreements, national health and safety regulations as well as internationally recognised laws and human rights in all markets where SOCIETE GENERALE operates.

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

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<sup>1</sup> The ILO conventions are as follows:

- Convention No. 87 concerning Freedom of Association and Protection of the rights 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.

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 based on age, social origin, family circumstances, sex and gender, sexual orientation, disability, political, unionist or religious views, actual or supposed membership or non-membership of an ethnic group or nation as per ILO Convention No. 111 in particular.

#### Duty of care law

The French law of 27 March 2017 related to the duty of vigilance of care of parent companies and contracting companies requires the production and publication of a vigilance plan. This plan must identify and prevent risks of serious violations of, human rights and fundamental freedoms, health and safety of people and the environment. For SOCIETE GENERALE, these risks are assessed in relation to the parent company's activities, the operational activities of the companies under control, and the activities of its direct subcontractors and suppliers with which a commercial relationship is established.

SOCIETE GENERALE organised a meeting in 2018 with representative unions in France to discuss the methodology and the objectives of the vigilance plan.

This global agreement is part of the company's commitment to exercise due diligence to identify, prevent, mitigate and remedy human rights violations wherever they might occur in the company.

Through this agreement, UNI is a "stakeholder" for purposes of the "due diligence" plan required under French law of the duty of vigilance and recommended by the OECD Guidelines for multinationals.

UNI will be consulted on the duty of vigilance plan as part of the measures implemented to identify and prevent serious breaches in respect of human rights, fundamental freedom, safety and security of workers in order to propose, where appropriate, remedies when breaches have been observed.

The Group implements such a plan in each of its controlled subsidiaries, in line with the requirement of the law which has an extra-territorial scope.

In addition, it should be noted that the whistleblowing right available within the Group is designed to allow any SOCIETE GENERALE employee, external and temporary staff, direct subcontractors and suppliers to report an alert in particular about the existence or materialization of risks of serious breaches in respect of human rights, fundamental freedoms, the health, safety and security of persons or the environment.

The whistleblowing right can be done via dedicated communications channels, not only to the line management but also to the compliance department of their entity, or to the Group Director of Compliance. This right is based on strict confidentiality and protected by Law<sup>2</sup>. The exercise of this whistleblowing right is a right for each employee, who will not be punished, sacked or subject to any discriminatory measures for the mere fact of having used this system in good faith<sup>2</sup>.

### **3. TRADE UNION RIGHTS**

To allow all employees to 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 country of operation creates a free and open environment where employees can exercise their right to freedom of association and are not prevented from joining a trade union or from exercising their rights as members of a trade union. To this end, all employees will be informed of the signing of this agreement which will be translated and made available to all SOCIETE GENERALE employees on the Group intranet or by any other means (posters, etc.).

SOCIETE GENERALE undertakes to distribute this agreement among its management teams across the Group and to ensure compliance with the agreement's commitments within the various entities. SOCIETE GENERALE will also highlight the importance of adopting a neutral attitude and mindset with regards to employees' trade union membership.

- b. No employee shall be subject to intimidation, harassment or retaliation as a result of their exercising these rights. The right to freely choose a trade union is supported and communicated to employees by SOCIETE GENERALE. SOCIETE GENERALE shall remain neutral with respect to trade union activities and undertakes not to prevent employees from joining trade unions.
- c. There are no obstacles to trade union recognition or representation. A trade union will be recognised using the applicable legal procedures, provided the trade union meets the legal requirements for recognition under the applicable law.
- d. Once the trade union has been recognised, SOCIETE GENERALE management shall engage into 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.

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<sup>2</sup> In accordance with SOCIETE GENERALE Code of Conduct (attached to the present agreement) and according to the applicable terms in compliance with local rights.

To allow employees to exercise their right to freedom of association effectively and to afford any new local UNI affiliate the opportunity to explain the benefits of joining and supporting the trade union, the new local UNI affiliate and the local management of SOCIETE GENERALE shall agree the terms of access to the company, adapted to local operational requirements. If the terms 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 company premises and shall be organised in such a way as to avoid disrupting business.
- b. UNI's local affiliate and the local management of SOCIETE GENERALE shall put in place the appropriate procedures to inform new employees of their trade union rights under this agreement. SOCIETE GENERALE accepts that its local management shall grant its employees the right to meet with trade unions without the presence of management.

If an agreement cannot be reached on the terms of access, each of the Parties may submit the issue to the monitoring committee, in charge of implementing the agreement, for consideration and resolution. These terms of access shall not prejudice any other rules of access that are already been agreed upon and found to be mutually satisfactory.

#### **4. THE FIGHT AGAINST ALL FORMS OF DISCRIMINATION, AND THE PROMOTION OF DIVERSITY**

As a socially responsible company, SOCIETE GENERALE is committed to the fight against all forms of discrimination which it sees at the front and centre of its priorities.

Doing so allows the Group to:

- affirm its social responsibility;
- attract talent and therefore contribute to the Group's economic development;
- drive innovation, creativity and performance;
- strengthen, share and promote a shared culture that is opposed to discrimination and in favour of diversity.

SOCIETE GENERALE therefore reiterates its determination to comply with the application of the non-discrimination principle in all its forms and along the entire career path, particularly with respect to recruitment, compensation, professional development and promotions.

Accordingly, each of the Group's businesses undertake to comply with the local conventions, agreements and regulations in force to objectively recruit, compensate, professionally develop and promote employees.

The Group's businesses shall therefore provide information and training, as well as all other necessary measures, for employees involved in particular in recruitment and professional development processes.

In addition to these priorities, SOCIETE GENERALE is committed to other aspects of diversity, such as generational considerations, social inclusion and disabilities. A range of initiatives have been undertaken locally in line with local priorities and regulations.

SOCIETE GENERALE encourages the sharing of these best practices.

In addition, SOCIETE GENERALE ensures that the principle of diversity be reflected in the composition of senior management boards and committees.

Each entity shall take the necessary actions to work towards the achievement of the Group's ambition in terms of diversity.

## **5. A WORKING ENVIRONMENT THAT PROTECTS AND PROMOTES HEALTH, SAFETY AND QUALITY OF LIFE AT WORK**

Protecting health and safety conditions at the workplace for all employees is a priority for SOCIETE GENERALE.

SOCIETE GENERALE and UNI commit to work towards protecting the health, safety and quality of working conditions of the Group's employees.

The Parties undertake to ensure compliance with locally applicable health and safety standards.

UNI urges its affiliates to take part in these efforts by indicating potential areas for improvement and by encouraging employees to comply with the prevention and protection standards set out by local regulation or by the directives of the SOCIETE GENERALE Group entity that employs them.

SOCIETE GENERALE wishes to establish an overall framework governing health, psychosocial risk prevention and the promotion of high-quality working conditions. It will take into account specific regulations and local realities, be they economic, social or cultural.

SOCIETE GENERALE encourages initiatives aimed at promoting health, preventing pathologies, whether work-related or not, and favouring retention of employment so as to safeguard and protect the health resilience of each of its employees.

Such initiatives must set out to improve:

- the physical and mental well-being conditions for each entity's employees;
- the prevention of work-related and psychosocial risks;
- the work-life balance;
- the quality of life and the atmosphere at the workplace.

SOCIETE GENERALE undertakes to share and promote the best practices arising from these initiatives in order to fast-track their deployment.

With respect to prevention measures, SOCIETE GENERALE encourages the Group entities to work with local health stakeholders who may be present locally to run public health and psychosocial risk prevention awareness campaigns, adapted to the local context and local public health matters.

In this respect, SOCIETE GENERALE shall establish indicators to monitor working conditions within the Group so that, if necessary, countries can identify and prioritise actions that factor local considerations.

SOCIETE GENERALE reiterates its commitment to occupational health and safety risk prevention by working with local health professionals.

Accordingly, and depending on the local context in terms of health and prevention, the Group can organise awareness and prevention initiatives on physical and mental health at the workplace aimed at employees.

In the interest of a comprehensive policy to prevent pathologies, particularly those that are work-related, SOCIETE GENERALE recommends that every employee be able to benefit from regular medical check-ups in compliance with the local requirements of each country.

Lastly, SOCIETE GENERALE recognises that the quality of life at work contributes to employees' health and well-being both individually and collectively, improves the Group's overall performance and sustainability, as well as customer satisfaction.

In addition, SOCIETE GENERALE wishes to build on and promote best practices in order to foster a better work-life balance and improve the quality of life at work.

SOCIETE GENERALE therefore encourages all Group entities to draw up action plans to address quality of life at work and to establish a network of employees volunteering as "Health and Quality of Life at Work" correspondents. SOCIETE GENERALE undertakes to inform staff representatives of its actions in this regard.

One "Health and Quality of Life at Work" correspondent can be appointed by entity, by entity group or by geographic region. The correspondent can be part of discussions, help come up with new initiatives and share them via the internal social network and join the Life at Work community.

This network of volunteer employees will also serve to share locally-organised initiatives and events to promote quality of life at work and occupational health with entities abroad.

## **6. MANAGEMENT'S ROLE**

Management as a whole plays a key role in the organisation, and also has a preponderant role to listen to, advise and keep its teams informed.

Through its own behaviour, management shall comply with the Group's Code of conduct and Leadership Model by conveying respect and professionalism, as well as all the principles in the present agreement.

## **7. 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).

It is reiterated that the SOCIETE GENERALE duty of care law plan referred to in section 2 includes reasonable vigilance measures. These measures include identifying risks and preventing serious violations of the human rights and basic freedoms, health and safety of individuals and the environment, resulting from the operations of its direct sub-contractors or suppliers with which a commercial relation is established.

## **8. 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 improve 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.

## **9. DURATION AND SUBMISSION AND ADVERTISING FORMALITIES**

This agreement shall be valid for a period of three years. It may be terminated by either of the Parties provided it is done in writing and a notice period 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 Court.

## **10. APPLICATION**

The Parties shall communicate the present agreement and the commitments and its underlying principles to all their respective organisations and structures, and shall be responsible for implementing the agreement in good faith.



In particular, SOCIETE GENERALE shall distribute this agreement to all the Group entities and translate it in as many languages necessary.

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

The Parties agree to set up a joint monitoring committee to implement the agreement. It shall meet once a year to discuss progress made as part of the agreement as well as its application.

On an exceptional basis, 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, with representation from SOCIETE GENERALE and 5 representatives from UNI.

The SOCIETE GENERALE Group Human Resources 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 social dialogue as well as any indicators already in place as part of the annual report on SOCIETE GENERALE's corporate social responsibility (some of which are published in the Registration Document).

## **11. SETTLEMENT OF DISPUTES**

If a complaint should be filed under the terms of the present agreement that cannot be resolved by the national or regional manager, or after exercising of the whistle-blowing right as provided for within the Group, UNI may raise the matter with SOCIETE GENERALE's Director of Labour Relations or Director of Human Resources.

Upon request by either party, and in cases where the two sides agree it may be appropriate, they will make a joint presentation of, and provide information on, the agreement in the country where the dispute is taking place.

An inquiry shall then be conducted without delay and with full disclosure and transparency. If the issue still cannot be resolved, it may be submitted to the monitoring committee.

If, following submission to the monitoring committee, the Parties are still unable to resolve a dispute concerning the application of the present agreement, it may be handed over by mutual consent to a mediator. Both Parties shall choose the mediator jointly. Neither party may refuse a mediation request 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.

The agreement is written in French and in English. In case of divergence, the French text shall prevail.

Signed in Paris La Défense on 4 February 2019

For SOCIETE GENERALE

For UNI Global Union

Mrs. Caroline Guillaumin  
Group Head of Human Resources and  
Communication

Mrs. Christy Hoffman  
General Secretary

This agreement is signed in the presence of SOCIETE GENERALE representative French trade unions:

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