



# Global Framework Agreement

between

**UNI Global Union** and **Crédit Agricole S.A.**

\*\*\*

Montrouge, on Wednesday, July the 31<sup>st</sup>, 2019

# INTERNATIONAL FRAMEWORK AGREEMENT

## **BETWEEN THE UNDERSIGNED :**

The Crédit Agricole S.A. Group, the registered office of the dominant company of which is located at 12, place des Etats-Unis, 92127 Montrouge, registered with the Nanterre Trade and Companies Register under number 784 608 416, represented by M. Philippe BRASSAC, in his capacity as Chief Executive Officer of Crédit Agricole S.A.

on the one hand,

## **AND**

UNI Global Union whose principal office is located at 8-10 Avenue Reverdil, Nyon (Switzerland), represented by Miss Christy HOFFMAN, in her capacity as General Secretary :

on the other hand,

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## PREAMBLE

The Crédit Agricole S.A. Group and UNI Global Union (UNI), hereinafter referred to as the parties, conduct their activities on a worldwide basis.

UNI is the voice of 20 million workers in service sector businesses worldwide. UNI represents employees in 150 countries in every region of the world. UNI Finance is the global union for finance and insurance workers.

UNI's mission is to improve the working and living conditions of workers in services and related sectors, and to guarantee respect and dignity in the workplace worldwide.

Crédit Agricole Group is a Group built around regional co-operative and mutual banks, with a European calling and open to the world. Crédit Agricole S.A., a company listed on Euronext Paris since 2001, is both the central body of the Crédit Agricole, which it represents to the banking authorities, and the parent company of the Group's major subsidiaries of its business lines, with which it makes up the Crédit Agricole S.A. Group.

The Crédit Agricole S.A. Group operates in 47 countries. Number one provider of financing to the French economy It is the leading bancassurer in Europe, the leading European asset manager and the world's largest green, social and sustainability bonds bookrunner.

In the European Union, where 74% of the workforce are employed, the tradition of active and transparent social dialogue, in particular through information, debates and consultations carried out over the past ten years within the European Works Council has encouraged the development and performance of the entities that make up the Group.

Convinced that a company can only enjoy sustainable growth by combining economic performance and social progress, the Crédit Agricole SA Group is keen to take the next step in its collective and social commitment by considering its global dimension.

On 21 December 2017, Crédit Agricole S.A. signed up to the Global Deal, an international initiative for social dialogue aimed at meeting the challenges facing the global labour market and ensuring that everyone reaps the benefits of globalisation. UNI is also a partner of the Global Deal.

In this context, the Crédit Agricole S.A. Group and UNI wish to strengthen their mutual dialogue concerning human rights and fundamental labour rights, in particular as regards the right to freedom of association and collective bargaining, in order to support, through their mutual co-operation, the pursuit of sustainable growth of the activities of the Crédit Agricole S.A. Group as well as good working conditions for employees.

By this agreement, which is fully in line with UNI's 2018-2022 "Breaking Through" strategic plan, the parties intend to lay the foundations of a social pact, applicable to any Crédit Agricole S.A. Group entity, whatever its activity or geographical location, in accordance with its culture of unity and decentralisation and the principle of subsidiarity.

The provisions of this agreement are designed to ensure a balance between the strategic interests of the entities, respect for the fundamental rights of the Group's employees, the practice of social dialogue and the quality of life at work.

They are the reference base on which the Group entities develop their social policy locally, which they share with their suppliers and subcontractors.

UNI will publicly support companies it considers to be pioneers in terms of good employment conditions and will collaborate to this effect with the Crédit Agricole S.A. Group. UNI and the Crédit Agricole S.A. Group will actively use their influence to promote better working conditions in the financial services sector.

## **I. COMMITMENT TO HUMAN RIGHTS**

Crédit Agricole S.A. Group reaffirms that it is committed to complying with all laws on employment, freedom of association, collective agreements, national health and safety regulations, applicable laws and internationally recognized human rights in all markets in which it operates. It also undertakes to promote employee training as a key component of the human rights risk management system.

The Crédit Agricole S.A. group declares in its Ethics Charter that it respects human rights and fundamental social rights in its business operations worldwide.

The Group's code of conduct also specifies "With regard to relations between Company employees or with all of its stakeholders, human rights and people's fundamental social rights must be rigorously applied".

Consequently, within the framework of this agreement, the Crédit Agricole S.A. Group confirms that it will continue to:

- comply with the United Nations Guiding Principles on Business and Human Rights;
- take reasonable steps to prevent, mitigate and, where appropriate, attempt to remedy the possible adverse effects of its activities and businesses on human rights in accordance with the directions given by the UN Guiding Principles on Business and Human Rights;
- comply with the provisions of the declaration of the International Labour Organisation (ILO) on fundamental principles and rights at work adopted on 18 June 1998 and the corresponding conventions<sup>(1)</sup> and, in particular, the right of all employees to organise, join a trade union and engage in collective bargaining.

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

- The Convention (No. 87) concerning freedom of association and protection of the right to organise, 1948;
- The Convention (No. 98) on the Right to Organise and Collective Bargaining, 1949;
- The Convention (No. 29) concerning Forced Labour, 1930;
- The Convention (No. 105) on the Abolition of Forced Labour, 1957;
- The Convention (No. 138) concerning the Minimum Age, 1973;
- The Convention (No. 182) on the Worst Forms of Child Labour, 1999;
- The Equal Remuneration Convention (Convention No. 100), 1951;
- Convention (No. 183) on Maternity Protection (2000);

- adhere to the OECD guidelines for multinational companies (2011) as well as the Tripartite Declaration of Principle concerning Multinational Enterprises and Social Policy (ILO 5<sup>th</sup> 2017 edition).

Lastly, the Crédit Agricole S.A. group is committed to complying with international and national legislation.<sup>2</sup> as well as the contractual provisions in all the countries in which it operates and to ensure fair employment and working conditions for all its employees.

## II. TRADE UNION RIGHTS AND SOCIAL DIALOGUE

Respecting the involvement and functioning of institutions representing employees as well as the quality of the dialogue between the unions are balancing factors in social relations that have encouraged the development and performance of the Group's entities.

Management recognises the essential contribution to change management of these stakeholders in social dialogue in the company. The managers of the Crédit Agricole S.A. Group in all countries commit to create a free and open environment with regard to the exercising of rights to the freedom of association.

The Group will take whatever measures are required to ensure that local management is aware of the meaning and the objectives of this agreement.

### 2.1. Trade union rights

These principles and relationships are the foundation of the Crédit Agricole S.A. Group social pact, which considers the exercise of the right of association, employee representation and collective bargaining to be fundamental rights which it respects.

To this end, it makes the following commitments:

- Crédit Agricole S.A. Group entities, regardless of their geographic location, respect the freedom to join a trade union, and do not object to the process of individual membership of a trade union, or of exercising rights as a member of a trade union;

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- The Convention (No. 111) concerning Discrimination in Respect of Employment and Occupation, 1958;  
 - The Convention (No. 135) on Workers' Representatives (1971).

<sup>2</sup> The Crédit Agricole S.A. Group endorses the principles resulting from:

- the Universal Declaration of Human Rights adopted by the UN in 1948;
- the European Convention on Human Rights (1950);
- the revised European Social Charter (1996);
- the Declaration on the Rights of the Child (1959);
- the International Covenant on Civil and Political Rights (1966);
- the International Covenant on Economic, Social and Cultural Rights (1966);
- the Declaration on the Elimination of all Forms of Discrimination against Women (1967);
- the United Nations Convention on the Elimination of All Forms of Discrimination against Women (1979);
- the 10 principles of the United Nations Global Compact (2000);
- the United Nations Sustainable Development Goals (2016).

- they agree to ensure that employees who may or may not be members of a trade union are not exposed as a result to any attempt at intimidation, harassment, retaliation or discrimination of any kind whatsoever and on any occasion whatsoever;
- they undertake not to obstruct nor oppose the recognition or establishment of a trade union organisation, provided that such recognition or establishment complies with the applicable legislation;
- where one or more trade unions are established and/or recognised, in accordance with applicable national law, the Crédit Agricole S.A. Group entities undertake to conduct fair collective bargaining in order to reach an agreement;

Failure to comply with these principles must be reported to the local or Group Human Resources Department, if the difficulties were to persist.

In order to enable employees to effectively exercise their right to freedom of association and in the absence of pre-existing trade union organisations within the structure, the parties define the following organised and formalised approach enabling trade union organisations to inform employees about the usefulness of joining and supporting the trade union:

- In accordance with the applicable local provisions and insofar as possible, the management representatives and local UNI affiliates may agree on the terms and conditions of access to the premises of Crédit Agricole S.A. Group entities. ;
- Meetings with UNI's local employees and affiliates may take place without entity managers being present. These meetings will be organised by agreement between the management of the entities and the local UNI affiliates. In any event, they must not disrupt operations.
- If no agreement is reached on the foregoing terms of access and meeting, each party may submit the matter to the monitoring commission of this agreement for review and settlement. These access methods are without prejudice to already established and mutually satisfactory methods of access.

In order to ensure high quality social dialogue, it is recommended that negotiations relating to the conditions for exercising the right of association be conducted in compliance with applicable national law and article 10.4 of this agreement.

## **2.2. Social dialogue**

The Crédit Agricole S.A. Group and UNI state that listening and consultation are key aspects of trust between social partners, which ensure progress on both the individual and the collective level.

The parties are convinced that their relationship must take the form of regular and constructive dialogue.

They maintain that dialogue and consultation remain the best method for resolving problems or differences of position. Thus, the parties undertake to first seek solutions through dialogue over any other form of action.

In concrete terms, they agree to meet regularly and whenever necessary in order to seek an understanding of each other's positions and find a satisfactory compromise, taking into account the necessary economic and social balance.

The banking sector is part of a general context of major technological, economic, social or regulatory transformation.

Anticipation of and adaptation to these changes is an essential condition for the Group's economic performance, guaranteeing that employment is maintained and developed and good working conditions are maintained.

In order to deal with these changes under the best possible conditions, the entities are invited, in compliance with applicable national law, to regularly inform employee representatives and, within the framework of existing locally bodies or forums, to discuss the Group's strategy and how it adapts to their environment.

To enable employees to plan for the long term and to strengthen mutual trust between management and employees, any company restructuring plan that will have a significant impact on the employment situation within a company belonging to the Crédit Agricole S.A. Group will be announced on a timely basis.

A dialogue will be initiated from the beginning of the process between the representatives of the Employees and those of the local Management to seek socially responsible solutions with particular care given in the event of collective redundancies.

This voluntary undertaking shall not diminish any specific legal rights and provisions within the European Economic Area or any other rights or collective agreements concluded at the national or company level.

As part of its social dialogue, Crédit Agricole S.A. Group will continue to comply with its collective bargaining obligations in accordance with applicable national and international law.

The Crédit Agricole S.A. group and UNI confirm their commitment to the organisation of constructive labour negotiations with trade unions as defined in the OECD Guidelines for Multinational Enterprises.

The parties jointly assert that the right to collective bargaining can be exercised within the Crédit Agricole S.A. Group without fear of pressure, repression or any other form of action of opposition or discrimination.

Negotiations, when they are local in nature, are organised exclusively in the entity concerned by the agreement envisaged and between the social partners of this same entity in accordance with applicable national law.

### **III. EQUAL OPPORTUNITIES, NON-DISCRIMINATION, DIVERSITY AND INCLUSION**

Crédit Agricole's business lines and location make it a Group that embodies diversity and encourages employee motivation and commitment.

Its code of conduct states that "In addition to its legal obligations, Crédit Agricole S.A. considers that diversity is a factor that enhances performance and attractiveness. Promoting diversity means creating an open and responsible corporate culture that fosters internal cohesion and



progress. Teams with diverse profiles and talents reflect the company and enable us to invent new models, better meet the expectations of our customers and as such benefit everyone. "

Under this agreement, the Group undertakes to ensure that the composition of its corporate body reflects the companies in which it operates. It reasserts the principle of equal opportunity and treatment for all its employees at each stage of their career. It makes the following commitments, which are aimed at combating direct or indirect discrimination, ensuring gender equality and promoting the inclusion of employees with disabilities.

### **3.1. Prohibition of all forms of discrimination**

The Crédit Agricole S.A. Group reaffirms its rejection of all forms of discrimination, whether direct or indirect and undertakes to ensure that this principle is respected in its working relations and at each step of the career path of its employees.

Discrimination is unequal treatment by reason of: - the origin, sex, family, situation, pregnancy, physical appearance, special vulnerability resulting from the apparent or known economic situation of the author, patronymic, place of residence, banking domicile, state of health, loss of autonomy, disability, genetic characteristics, sexual morals or orientation, gender identity, age, political opinions, trade union or mutualist activities, membership or non-membership, true or supposed, of a given ethnic group, nation, race or religious convictions.

In order to ensure the effectiveness of this principle, the Crédit Agricole S.A. Group undertakes:

- to combat any discrimination based on one of the criteria set out above and to protect any employees who may have been the victims thereof;
- to continue to raise awareness and train directors, managers and employees about the challenges of non-discrimination;
- to promote any action aimed at ensuring fair and equitable working conditions, combating stereotypes and treating everyone with respect and dignity.

### **3.2. Inclusion of employees with disabilities**

The Crédit Agricole S.A. Group undertakes to pursue its proactive policy based on a process of recruitment, integration and support of the professional career (fitting out of workstations and buildings, raising the awareness of teams, monitoring of professional development, etc.) taking into consideration the diversity of work situations.

In the event of the occurrence or development of a disability, the most appropriate solutions with regard to the adjustment of the workstation or employment will be sought.

Each Crédit Agricole S.A. Group entity must have an action plan with specific objectives that supports the integration of people with disabilities.

### **3.3. Promoting gender equality**

For several years now, the Crédit Agricole S.A. Group has been committed to an approach aimed at advancing professional equality between women and men, in particular by signing agreements on themes such as fairness in recruitment, training, promotion, remuneration or even work-life balance.

Under this agreement, the Crédit Agricole S.A. Group undertakes to put in place and continue the following actions to effectively implement professional equality at each stage of an individual's career.

#### **3.3.1 Recruitment**

- **Job offer**

The companies of the Crédit Agricole S.A. Group ensure that no discriminatory criteria appear when posting job offers, either internally or externally.

In this way, they will be careful to ensure that the headings and terms used are chosen in order to allow applications regardless of gender. These principles shall apply to all types of contracts:  
- long-term contracts, fixed-term contracts, internships, work-study contracts, etc.

- **Application selection process**

Engaging in a professional activity within companies of the Crédit Agricole S.A. Group is open to both women and men indifferently.

Consequently, the recruitment process is unique and identical selection criteria are applied.

The recruitment criteria are based on skills, qualification and experience. In particular, a woman's pregnancy (actual or assumed) must not be used to refuse to hire her.

As part of external recruitment, the entity shall share these criteria with the firms, temporary employment agencies or service providers involved.

- **Diversity of applications and recruitments**

The Crédit Agricole S.A. Group takes care to maintain a balance in the recruitment of men and women. When recruiting, the respective proportion of women and men among the candidates selected must, with equivalent skills, experience and profiles, correspond to the representation of women and men among the candidates and must contribute to strengthening the diversity of the profession considered.

- **Equal pay when hiring**

Under no circumstances shall remuneration be based on the gender of the person recruited.

It is linked to the level of training and experience acquired and the type of responsibilities involved.

### **3.3.2 Professional development and promotion**

- **Specific training on professional equality**

The effective implementation of professional equality requires work on collective representations and the resulting stereotypes. Increasing awareness and training are therefore essential elements for the successful management of professional equality in the company.

To this end, it is recommended that, where this facilitates the adoption and implementation of this approach, the following be implemented:-

- Appropriate initiatives to increase awareness of managers and staff;
- Training modules for people in charge of recruiting and managing human resources.

In addition, particular attention should be paid to training in this area for those assuming managerial responsibilities for the first time.

- **Access to vocational training**

The Crédit Agricole S.A. Group is committed to offering equal access to training to women and men so that they can develop their skills in an equivalent manner.

To this end, Crédit Agricole S.A. Group entities shall pay close attention to the distribution of training initiatives among women and men.

If, in an entity or country, the indicators used to monitor training were to show a significant gap between female and male beneficiaries (in terms of their representation in the total number of employees), the managers of the entities or countries concerned are invited to analyse the situation and, if necessary, to implement corrective measures.

- **Professional career path**

The Crédit Agricole S.A. Group is committed to offering women and men the same possibilities with regard to their career paths and opportunities. They have the same possibilities of accessing all positions regardless of level of responsibility, including the highest.

To this end, the criteria for professional evaluation, career guidance and detection of internal potentials are the same for women and men. These criteria must not be discriminatory.

They are based exclusively on the recognition of skills, experience, performance and professional qualities.

- **Equal pay**

Crédit Agricole S.A. Group reaffirms its commitment to equal pay for men and women.

### **3.4. UNI's commitment to non-discrimination**

UNI recalls that it refuses all forms of discrimination in the workplace including discrimination based on sex, gender, race, ethnicity, sexual orientation, age, lifestyle, religion, seropositivity, and disability.

UNI notes that, of all vulnerable groups the group comprising women is the largest. They account for half of the workforce/employees but are still largely under-represented in decision-making structures in all sectors of political, economic and institutional life.

For this reason, and in accordance with UNI's strategic plan "Breaking Through", the UNI World Congress unanimously adopted the rule in 2010 aimed at obtaining a representation of 40% of women in all of UNI's decision-making organisations.

Today, the rule is applied in UNI decision-making bodies; in UNI sectors and groups; at all UNI statutory meetings and conferences, including the World Congress and in UNI activities.

Under this agreement, UNI encourages its affiliates to ensure that there is greater diversity in trade union and employee representation.

## **IV. COMMITMENT TO TRAINING**

The Crédit Agricole S.A. Group intends to recognise and promote the ability of its employees to acquire and develop the skills needed to maintain and develop their employability.

Group companies shall train their employees throughout their professional lives, regardless of their category, using appropriate systems.

In particular, they will ensure that they maintain and develop cross-functional skills and competencies (cognitive, social, situational, etc.) made necessary by the increase in the rate of obsolescence of technical skills.

In order to promote equal access to training for employees, it is recommended to:

- Ensure that training is provided, during working hours, in the classroom or via e-learning, depending on the context and the objectives;
- Ensure a reduction in travel constraints associated with training initiatives of equal training quality.

## **V. HEALTH AND QUALITY OF LIFE AT WORK**

### **5.1. Work environment**

The Crédit Agricole S.A. Group is committed to ensuring good working and employment conditions and to protecting its employees from all forms of work-related violence, abuse and harassment.

It undertakes to continue its initiatives with a view to developing and maintaining a work environment and working conditions that guarantee the health and safety of employees.

In addition to health and safety in the workplace, the Group is committed to continuing to develop its policy on well-being in the workplace and work-life balance as well as its parental policy, designed to ensure professional equality.

### **5.2. Prevention and fight against moral and sexual harassment**

Crédit Agricole S.A. Group is committed to providing a working environment in which employees are treated with respect and dignity. Within the framework of this agreement, it reaffirms its commitment to preventing and combating any form of moral and/or sexual harassment as defined below.

- Moral harassment is defined as repeated actions vis-à-vis an employee, the purpose or effect of which is a deterioration in working conditions that could harm their rights and dignity, affect their physical or mental health, or compromise their professional future.
- Sexual harassment consists of imposing upon a person, repeated words or behaviour with sexual connotations that violate the dignity of that person due to their degrading or humiliating nature or create an intimidating, hostile or offensive situation for the person.

Conduct assimilated to sexual harassment also, consists of any serious form of pressure, even where there is no repetition, used with the real or apparent aim of obtaining an act of a sexual nature, whether for the benefit of the person engaging in the conduct or a third party.

Finally, it should be noted that sexual harassment is a form of discrimination under ILO Convention 111 on Discrimination in respect of Employment and Occupation, which is a fundamental convention of this institution.

The Crédit Agricole S.A. Group reaffirms that no employee, trainee or intern can be sanctioned, dismissed or subjected to discrimination for having been subjected to or refusing to be subjected to acts of sexual harassment or moral harassment or for having witnessed such acts or having reported them.

The Group's entities endeavour to implement procedures designed to prevent, detect and resolve such actions in accordance with the rights of individuals. Employees are informed of these procedures, that it is recommended to establish in consultation with the trade unions or the employee representatives in accordance with applicable national law.

In the face of a proven situation of moral or sexual harassment, in addition to the implementation of appropriate measures to put an end to it immediately if this was not already the case, the victim will be offered medical, psychological, social, managerial and HR support.

### **5.3. Parental Policy**

The Crédit Agricole S.A. Group complies with international labour standards relating to maternity protection and family responsibilities<sup>3</sup> as well as European and national law regarding the health and protection of women in the workplace.

In this context, it undertakes to ensure that as of 1 January 2021, and in any event at the end of the term of application of this agreement, all Group employees will benefit from paid maternity leave of a duration of 16 weeks.

This leave includes the period before and after childbirth.

During this period, employees are entitled to, at a minimum, the maintenance of their fixed level of remuneration, with deductions of any compensation received from a public and/or private insurance organisation to which the employer may be contributing. In any event, an employee on maternity leave cannot receive a higher salary than that which she would have received if she had been working.

At the end of such leave, the employee will return to her position or an equivalent position.

The terms and conditions relating to this maternity leave are defined at the entity level.

In addition to the maternity leave defined above, the parties encourage entities to implement measures such as adoption leave or paternity leave which are likely to encourage a diversity of (co-)parenting situations to be taken into account.

### **5.4. A welfare policy**

The Crédit Agricole S.A. Group undertakes to take stock of all provident insurance schemes in force at the Group's entities which relate to health, incapacity, disability and death.

This analysis must make it possible to situate the practices of the Group's entities in their national and professional context.

The results of this analysis shall be shared with the monitoring commission referred to in Article IX of this agreement, with effect from 1 January 2021.

## **VI. COMMITMENT TO THE COMPANY'S SOCIAL RESPONSIBILITY (CSR)**

Crédit Agricole's corporate social responsibility (CSR) policy lies at the heart of its identity. This is reflected in its products and services and informs the actions of all its business lines. This commitment is a key factor contributing to overall performance and a powerful driver of innovation. The Group's decision-making bodies jointly defined and shared the CSR policy,

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<sup>3</sup> The relevant ILO conventions are:

- Maternity Protection Convention 2000 (No. 183);
- The Convention on the Protection of Maternity, 1919 (No. 3);
- The Convention on the Protection of Maternity (revised), 1952 (No. 103), the Convention on Workers with Family Responsibilities, 1981 (No. 156).

which is aligned with the Sustainable Development Goals (SDGs) launched in 2015 by the United Nations (UN) with a view to creating a fairer and more prosperous world.

The CSR approach of the Crédit Agricole S.A. group vis-à-vis its employees incorporates its actions in the areas of social responsibility and equal opportunities, by acting to improve health and safety at work, by promoting initiatives aimed at improving well-being at work and by working towards a better work-life balance.

This approach is reflected in numerous commitments such as adherence to the Diversity Charter and the Company Parenthood Charter signed by the Group in 2008, the Human Rights Charter, the Charter for the Professional Integration of People with Disabilities signed in 2009, and more recently, the publication of its Ethics Charter and Code of Conduct.

As part of this agreement, the parties wish to underline the importance of the Human Rights Charter, dubbed "RESPECT" within the Crédit Agricole S.A. Group

It materialises its adherence to the fundamental principles and rights proclaimed by the Universal Declaration of Human Rights as well as the Declaration and Conventions of the International Labour Organisation.

It is designed around the following points:

- **Recognition:** Implement a Human Resources management policy that respects individuals and values the diversity of talent and skills, which are recognised as genuine assets.
- **Equality:** Develop actions designed to ensure equal opportunities and treatment and avoid any discrimination under the Human Resources management policy, in particular with regard to recruitment, training, promotion, remuneration, retention in employment and working conditions.
- **Safety:** Provide its staff with a working environment that complies with the national health and safety standards of the countries concerned and, as such, not to use non-compliant safety devices and any forms of forced or compulsory labour, including child labour.
- **Participation:** Develop actions promoting the freedom to create associations and/or trade union organisations, employee representation and the right to collective bargaining.
- **Fairness:** Offer remuneration and benefits that ensure, on the one hand, an appropriate standard of living for the interested parties and their families under fair conditions and, on the other hand, are in line with the risk management objectives.
- **Consistency:** Use appropriate diligence with its customers, suppliers and service providers to avoid being, directly or indirectly, an unwitting accomplice to human rights violations.
- **Territories:** Participate in promoting the health, education, culture and respect for the human rights of the local area.

The parties acknowledge the importance of the Engagement and Recommendation Index (ERI) as a tool for measuring the Group's CSR policy.

The purpose of the ERI is to measure and monitor the satisfaction and commitment of employees towards their own entity and the Group through a survey aimed at all its employees.

It reflects the Group's desire to pay the same attention to its employees as it does to its customers and to identify potential areas for progress.

In doing so, it contributes to the company's overall performance.

Each year, as part of the ordinary meeting of the monitoring committee, provided for in Article IX hereof, an assessment of the commitment to CSR through the results of the ERI shall be presented for discussion to the UNI delegation of the monitoring commission.

## **VII. DIGITALISATION**

The constant development of digital technologies is likely to have an impact on the Banking/Insurance activities and, consequently, on the sector's business lines.

The Crédit Agricole S.A. Group intends to take advantage of these technological developments to boost its growth by offering its customers the best service.

With regard to its employees, the Crédit Agricole S.A. group is committed to using the possibilities offered by new technologies to improve working conditions, in particular by eliminating repetitive tasks and/or those with low added value and by striving to strike a better balance between work and personal life.

The Crédit Agricole S.A. group is also committed to mitigating the potential negative impacts of these new technologies, in particular through dialogue with trade union and/or employee representatives.

To this end, the Crédit Agricole S.A. Group agrees to:

- take into account the impact of the development of technologies on working conditions and organisation when they are implemented;
- continue and develop its training and acculturation efforts for its employees by reaffirming that their employability is an essential factor of success and, as a result, constitutes a priority.

Beyond the working conditions, the parties had each observed that the development of digital technologies could have negative effects in particular with regard to the collection and use of employees' personal data and had sought solutions capable of preventing these risks.

Thus, UNI had published a list of 10 main principles specific to ensuring "the protection and confidentiality of workers' data"<sup>4</sup>.

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<sup>4</sup> [http://www.thefutureworldofwork.org/media/35480/uni-global-union\\_10-grands-principes-protection-et-la-confidentialite-des-donnees-des-travailleurs.pdf](http://www.thefutureworldofwork.org/media/35480/uni-global-union_10-grands-principes-protection-et-la-confidentialite-des-donnees-des-travailleurs.pdf)



Within the Crédit Agricole S.A. Group, respect for and protection of employees' privacy has always been the subject of the greatest vigilance, as illustrated, most recently, by its Personal Data Protection Charter adopted on 25 May 2018.

Within the framework of this agreement, the Parties intend to reassert the importance that they attach to the protection of employees' personal data by processing them in accordance with the principles set out below:

- **Lawfulness, fairness and transparency of processing** - employees' personal data are always collected and processed transparently and on the basis of a particular justification (the "legal basis"). Clear, transparent and comprehensive information is provided to employees on the processing carried out on their personal data.
- **Limitation of purposes:** Employees' personal data are, from the outset, always collected and processed for specified purposes;
- **Data minimization:** only those personal data of employees are collected that are strictly necessary to achieve the intended objectives. No unnecessary personal data, taking into account the processing carried out, are collected or used;
- **Accuracy:** the personal data of employees are accurate and regularly updated. All reasonable measures are taken to ensure that any inaccurate personal data are rectified or deleted;
- **Limitation of the storage period:** employees' personal data are not kept for longer than is necessary to achieve the purposes for which they were collected. They may also be retained or archived for statutory limitation periods;
- **Security:** employees' personal data are stored and processed in a manner that ensures their security and confidentiality.

It also undertakes to ensure that its employees are able to assert at any time the following rights: rights of access, rectification, erasure, restriction of processing, objection, portability and the right to define directives in the event of death.

Finally, it undertakes to only introduce geolocation devices if these are necessary to achieve a legitimate goal and do not result in constant monitoring of employees.

## VIII. MONITORING COMMISSION

The parties agree to the creation of a commission responsible for monitoring the application of this agreement.

This commission is composed of 2 delegations:

- a UNI delegation composed of 7 UNI representatives,
- an employer delegation consisting of an equal number of representatives of the Crédit Agricole S.A. Group.

In addition, UNI's representative on the European Works Council shall attend the meetings of the commission. He or she shall have access to the same documents within the same deadlines as the members of the commission.

The commission shall meet once a year.

The agenda is drawn up by the Human Resources Department of the Crédit Agricole S.A. Group and the UNI representative in accordance with the thematic and geographical priorities of the agreement and particularly regarding respect for fundamental rights and trade union rights. It is sent 30 days before the date of the meeting, accompanied, as far as possible, by the related documents.

Members of the UNI delegation benefit from a half-day preparatory meeting for this meeting.

The commission will be able to rely on the information received from the various countries regarding the quality of social dialogue, as well as on the monitoring indicators established within the social component of Crédit Agricole S.A.'s annual CSR reporting campaigns (some of which are published in the Registration Document).

Between these different meetings and in order to maintain the partnership relationship established by this agreement, the parties agree to remain in regular contact in order in particular to deal with any difficulty that may arise from its application.

In addition to this annual meeting, the commission may meet on an exceptional basis if circumstances so warrant, in order, in particular, to determine, under the conditions as defined below, any difficulty in the application of this agreement which could not have been resolved both locally and in the context of the relations referred to above.

These exceptional meetings may be in the form of a conference call or videoconference.

## **IX. CONFLICT RESOLUTION**

In the event of difficulties noted in the implementation of the rights or standards arising from this agreement, the parties agree that finding a local solution is to be preferred. They will endeavour to resolve any dispute concerning the application of the agreement. To do this, they agree the following provisions:

- In case of disagreement, a joint presentation of the agreement will be made with the local partners.
- **Claim from UNI or from trade union organisations affiliated with it**

The claim must first be filed with the Management of the entity concerned by the local trade union organisation affiliated with UNI.

If the claim is not resolved with the Management of the entity concerned, UNI may refer the matter to the department responsible for labour relations within the HRD of the Crédit Agricole S.A. Group.

This department will then carry out an open and transparent investigation.

If any breaches of the obligations arising from this agreement are proven, the Crédit Agricole S.A. Group shall ensure that appropriate measures are taken to remedy the breach.

- **Claim from the Management of a Crédit Agricole S.A. Group entity or the Crédit Agricole S.A. Group**

The claim must first be filed with the UNI-affiliated local trade union.

If the claim is not resolved, the Management of the local entity will refer the matter to the department in charge of social relations within the HRD Crédit Agricole S.A. Group which will contact UNI Global Union.

UNI Global Union will then conduct an open and transparent investigation.

If any breaches of the obligations arising from this agreement are proven, UNI shall ensure that appropriate measures are taken to remedy the breach.

- **Referral to the monitoring commission**

If, after the previous stages, one of the parties to the agreement were to consider that its claim had not received a satisfactory response, it may bring the matter before the monitoring commission either at its ordinary meeting or at an extraordinary meeting.

In the event of a request for an extraordinary meeting, the monitoring commission will meet within 3 months from the month of its referral.

- **Mediation**

In the event that, despite having held a meeting of the monitoring commission, the parties have not managed to resolve a dispute, they may submit it by mutual agreement to a mediation procedure.

The independent mediator will be jointly chosen by the parties. Any refusal of mediation by either party must be duly well-founded and well-argued.

- **Exclusion**

The dispute resolution procedure described above applies only when the dispute relates to a standard or law established by this agreement.

This procedure may not under any circumstances be used to deal with other individual or collective difficulties. These are subject to local dispute resolution procedures.

## **X. ENFORCEMENT AND MONITORING OF THE AGREEMENT**

### **10.1. Scope of the agreement**

This group agreement applies to Crédit Agricole S.A., and to all Crédit Agricole S.A. Group entities listed in the annual registration document, i.e. all Group companies in which Crédit Agricole S.A. directly or indirectly holds more than 50% of the share capital, and to companies in which Crédit Agricole S.A. holds no more than 50%, provided that Crédit Agricole S.A. exercises a dominant influence within the meaning of Article L. 2331-1 of the French Labour Code. It does not apply to companies covered by Crédit Agricole's National Collective Agreement.

Appendix 1 contains the list of countries in which the Crédit Agricole S.A. Group was present on 31 December, in accordance with the annual registration document.

This agreement applies to all employees of the subsidiaries defined above, whatever the nature of their employment contract. It establishes a common reference base for the Group.

UNI entered into this agreement on its own behalf and on behalf of all its affiliates around the world.

### **10.2. Duration of the agreement**

This agreement shall apply from 1st August 2019 until 31 December 2022.

Six months before the end of the three-year period, i.e. in June 2022, a signatory meeting will be held to review the agreement and take a decision on how to proceed.

It may be renewed by tacit agreement for a period of three years, unless one of the signatory parties objects.

### **10.3. Revision and termination**

During the period of application of the agreement, either party may request that it be revised.

This request must be substantiated and notified in writing to all signatory parties.

In the event of a request for revision, the parties shall meet within 3 months in order to negotiate a possible amendment.

If no such amendment is agreed, this agreement shall continue to apply.

Each of the signatory parties may terminate this agreement by giving at least 3 months' notice. During this notice period, negotiations will begin.

#### **10.4. Application of the agreement**

The parties shall communicate this agreement to all of their respective organisations and structures. They undertake to apply it in good faith.

In any event, it is not possible to derogate from the provisions of this agreement in a less favourable way.

It is not possible to combine the benefit of legal or conventional existing or future measures with the provisions of this agreement having the same purpose. In the event of a combination of measures, the most favourable measure will be applied.

#### **10.5. Translation of the agreement and publication**

The parties agree that the French language text shall prevail. It will serve as a reference in the event of difficulties of interpretation or dispute. It is also translated into English and the following languages: German, Spanish, Italian, Polish and Portuguese.

This agreement will be communicated to all national and local managers of Crédit Agricole S.A. Group entities. They are responsible for distributing it to their social partners and to the trade union organisations represented within their entities. It will be published on the Crédit Agricole S.A. Group's website in French and in the languages of the translation then published in the various countries in accordance with current practices.

#### **10.6. Governing Law**

This agreement is subject to the French law of obligations.

### **XI. UNI COMMITMENT**

UNI acknowledges that the conditions of employment in the entities of the Crédit Agricole SA Group will be established in accordance with the legal, social and economic conditions of the countries in which it operates.

UNI acknowledges that this agreement does not confer any contractual rights on third parties (including UNI affiliates) or any employee of the Crédit Agricole S.A. group and that the agreement cannot adversely affect practices or agreements concluded with other trade unions, not UNI members, active within the Crédit Agricole S.A. Group.

UNI undertakes to promote the provisions of this agreement and to publicly offer its support to the Crédit Agricole S.A. Group as a key player in improving employment standards.

Signed in Montrouge, on 31 July 2019, in the presence of the Crédit Agricole's National Federation, the European Works Council represented by its secretary and UNI Finance Crédit Agricole Trade Unions Alliance

For the Crédit Agricole S.A group

**Mr. Philippe BRASSAC**

For UNI Global Union

**Ms. Christy HOFFMAN**

# Annex 1

<p><b>Country of the European Union</b></p> <ul style="list-style-type: none"><li>• Germany</li><li>• Austria</li><li>• Belgium</li><li>• Bulgaria</li><li>• Spain</li><li>• Denmark</li><li>• Finland</li><li>• France</li><li>• Greece</li><li>• Hungary</li><li>• Ireland</li><li>• Italy</li><li>• Luxembourg</li><li>• Netherlands</li><li>• Poland</li><li>• Portugal</li><li>• Czech republic</li><li>• Romania</li><li>• United Kingdom</li><li>• Slovakia</li><li>• Sweden</li></ul> <p><b>Other countries of Europe</b></p> <ul style="list-style-type: none"><li>• Monaco</li><li>• Norway</li><li>• Russia</li><li>• Serbia</li><li>• Switzerland</li><li>• Ukraine</li></ul> <p><b>North America</b></p> <ul style="list-style-type: none"><li>• Canada</li><li>• United States</li><li>• Mexico</li></ul>	<p><b>Central and South America</b></p> <ul style="list-style-type: none"><li>• Argentina</li><li>• Brazil</li><li>• Chile</li></ul> <p><b>Africa and Middle East</b></p> <ul style="list-style-type: none"><li>• Algeria</li><li>• Égypt</li><li>• United Arab Emirates</li><li>• Morocco</li><li>• Mauritius</li></ul> <p><b>Asie et Oceania</b></p> <ul style="list-style-type: none"><li>• Australia</li><li>• China</li><li>• South Korea</li><li>• Hong Kong</li><li>• India</li><li>• Japan</li><li>• Malaysia</li><li>• Singapore</li><li>• Taiwan</li></ul>
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