

Text of the ICEM Global Agreement with Endesa

PROTOCOL INSTITUTIONALISING DIALOGUE AT THE INTERNATIONAL LEVEL BETWEEN THE GENERAL MANAGEMENT OF ENDESA AND THE TRADE UNION REPRESENTATIVES

Madrid, 25 January 2002

PERSONS MEETING

On the one hand,

RODOLFO MARTÍN VILLA and RAFAEL MIRANDA ROBREDO, persons legally of age, holding national identity documents nos. 09.580.318 - J and nº13045173 - X., respectively,

and on the other hand,

JOSU FRADE ODRIOZOLA, IGNACIO FERNÁNDEZ TOXO and FREDERICK R. HIGGS, persons legally of age, holding national identity documents 14.863.638 A and 32,603.993 and British passport R 14.459.206, respectively.

SIGNATORIES

RODOLFO MARTÍN VILLA and RAFAEL MIRANDA ROBLEDÓ are acting on behalf of and representing ENDESA, S.A. having its registered office at Madrid, Calle Príncipe de Vergara 187, in their capacity as Chairman of the Board and Managing Director respectively of said Entity.

JOSU FRADE ODRIOZOLA is acting on behalf of the FEDERACIÓN DE INDUSTRIAS AFINES DE UGT (hereafter "UGT"), in his capacity as General Secretary of the same.

IGNACIO FERNÁNDEZ TOXO is acting on behalf of the FEDERACIÓN MINEROMETALÚRGICA DE CC.OO. (hereafter "CC.OO."), in his capacity as General Secretary of the same.

FREDERICK R. HIGG is acting on behalf of the International Federation of Chemical, Energy, Mine and General Workers' Unions (hereafter "ICEM"), in his capacity as General Secretary of the same.

WHEREAS

FIRSTLY: The U.G.T. and CC.OO comprise the majority trade union representation at ENDESA in Spain, both parties having ratified

their mutual capacity as interlocutors for negotiating any agreements and pacts that are agreed for all the enterprises, under the terms of the Agreement signed on 29 December 1999.

SECONDLY: ICEM states that it brings together the majority of the trade unions representing ENDESA employees in the international field.

THIRDLY: Both parties agree fully on the existence of common interests that can be summarised in the expediency of making the needs for growth and for the competitive and financial success of the Endesa Group compatible with dignified working conditions for all Group employees.

FOURTHLY: Both parties agree that trade union dialogue, as well as any possible future agreements reached at ENDESA, need to be carried out in a spirit of dialogue and mutual understanding and reflect the common interests mentioned above,

IT IS HEREBY AGREED

FIRSTLY: That both parties adopt, as fundamental principles of the present protocol: compliance with international labour standards, and in particular the ILO conventions on trade union freedom and the right to organise and international standards on the respect of human rights; the strictest respect of standards and required behaviour in the area of Safety, Health and Prevention of Occupational Hazards; viewing the vocational training of workers as a qualification instrument that is mutually beneficial to the two parties; the commitment to provide a service of the highest quality; and supporting and upholding the ENDESA expansion plans which enable its activities and employment to grow.

SECONDLY: To establish a channel of dialogue and international trade union consultation within ENDESA at the highest organisational level, as an effective tool for achieving an adequate exchange of relevant information between the two parties.

THIRDLY: That at least once a year, or whenever required by the relevant nature of the topics to be discussed, an ICEM representative will take part in one of the meetings established in the "AGREEMENT dated 25.10.2000 BETWEEN THE GENERAL MANAGEMENT OF ENDESA AND THE TRADE UNION REPRESENTATION", in which the questions provided for in said agreement shall be addressed in an international perspective.

FOURTHLY: That, independently of what has been established in the previous agreement, whenever the relevance of the topics to be dealt with so justifies, and in any event, at least once every six

months, Endesa's Corporate Human Resources Management will meet with the highest officials of the signatory trade unions, and that this meeting will be attended by one ICEM representative for each country other than Spain in which ENDESA has companies that it controls.

4.1. The basic content of this type of meeting will be the analysis and mutual exchange of information concerning the most relevant happenings in the labour area, as well as the short and medium-term outlook, and specifically as regards the evolution of employment. Additionally the two parties may agree on and adopt initiatives to achieve the basic objectives and principles that inspire the present agreement, including participation in international programmes that are consistent with the jointly adopted principles. In keeping with this, both parties consider it a matter of priority to work to draw up a code of conduct which is consistent with said principles.

4.2. In order to render the objective of dialogue and consultation compatible with the good functioning of the meetings, the trade union representation will attend these meetings accompanied by officials who can guarantee that the topics are addressed in an adequate fashion.

4.3. In order to assist the effectiveness of the meetings, ENDESA will provide those attending these meetings with the communication systems enabling them to maintain contact among themselves and with the trade union organisations signing the present agreement. Likewise, ENDESA will bear the reasonable costs of organising and attending said meetings and will set the venue of the meetings in agreement with the signatories.

4.4. The agendas of the meetings will be distributed in advance by ENDESA management to those attending. Where proposed by either party with sufficient notice, it may be agreed that the meetings address other topics that are considered relevant in terms of their general or current importance.

FIFTH. That the contacts and the information exchanged between the parties under the protection of the present agreement shall not replace or interfere with labour relations at the local level.

SIXTH. That the information provided by Management at these meetings may be declared by the latter to be restricted and confidential, whenever its dissemination to competitors or to the general public could be detrimental to the economic interests of the Enterprise or to the proper execution of the business plans. In these cases, those attending commit to maintaining confidentiality

and professional secrecy on the topics discussed and on the information and documentation provided by the Enterprise in such meetings.

SEVENTH. That ENDESA and the trade unions signing the present agreement will disseminate its content to all companies, in the international area, over which ENDESA exercises control.

Any information published externally about the present agreement will be mutually agreed by the parties.

EIGHTH. That the present agreement will be valid until 31 December 2003, unless its extension is expressly agreed between the parties.

And in witness of their acceptance of all the foregoing, they sign the present agreement in quadruplicate, at the place and date indicated in the heading.

For ENDESA Rodolfo Martín Villa

For FIA UGT Josu Frade Odriozola Rafael Miranda Robredo

For F.M. CC.OO Ignacio Fernández Toxo

For ICEM Frederick R. Higgs