

AGREEMENT ON THE

MICHELIN GLOBAL WORKS COUNCIL January 27th 2020

The present Agreement on establishing Michelin Global Works Council is signed and agreed by:

The Compagnie Générale des Etablissements Michelin, a partnership limited by shares with its headquarters at 12 Cours Sablon, Clermont-Ferrand (Puy-de-Dôme), hereafter referred to as the "Company," represented by M. Florent MENEGAUX, Gérant of CGEM

party of the first part;

and

IndustriALL Global Union, represented by Mr. Valter Sanches, General Secretary

party of the second part,

hereafter collectively referred to as "the Parties"



The signatory parties to this Agreement on the Michelin Global Works Council (GWC):

- The Michelin Group, a leader in sustainable mobility and a reference group in all the markets for tyres and services related to travel, with some 125,000 employees around the world
- IndustriALL Global Union, representing more than 50 million workers, including Michelin employees, in 140 countries in the mining, energy and manufacturing sectors, including tyre industry, and a force in global solidarity taking up the fight for better conditions and trade unions rights worldwide

have agreed on the following:

- Establishing a Michelin Global Works Council
- Within this council, developing cooperation and social dialogue aimed at contributing to improve working conditions of the Michelin Group's employees and gradually strengthening the performance of the Group's activities in its various ecosystems.

1. Foreword

The Michelin Group is positioned as a leader in responsible growth with a "deep commitment" to upholding the fundamental rights of all its employees.

In response to the new challenges posed by economic globalization, the Michelin Group recognizes the importance of the United Nations Guiding Principles on Business and Human Rights and, as a signatory of the UN Global Compact, it has pledged to *"support and respect the protection of internationally proclaimed human rights"* and develop a culture of vigilance on this matter.

The Group also recognizes the fundamental ILO conventions and the OECD Guidelines for Multinational Enterprises (2011).

Michelin's Social Relations Policy is intended to promote open, constructive and responsible social dialog, based on the fundamental principles in accordance with local laws, culture and customs of the countries where it operates.

Its goal is to contribute to corporate performance by facilitating adaptation to technological change and market fluctuations while improving interpersonal relationships, job quality, working conditions and quality of life in the workplace based on the above-defined principles.

This mindset also underpins the Michelin Performance and Responsibility Charter and the related texts such as the Code of Ethics, the Moving Forward Together document or the Michelin Purchasing Principles.

The desire to uphold these undertakings also prompted The Michelin Group for example to sign the European Framework Agreement for Social Responsibility and Sustainable Development with the CEEM. Dated March 26, 2014, this agreement was negotiated and signed in compliance with fundamental human rights.

Because the Group's growth has been marked by international development and openness to the world beyond its historic European markets, the Group and its employees must now take a global approach to the unprecedented economic, social and environmental changes it faces while maintaining its performance and social cohesion.

The Group would like to attain a level of social dialog commensurate with its image and capable of driving performance by means of an economic, social and environmental observatory: an innovative, interactive and inclusive body committed to seeking realistic solutions and which is open to the world and achieving a wider, fairer scope of employee representation in the various countries where Michelin operates.

A global employee representative body tasked with fulfilling the role of social, economic and environmental observatory would be the natural framework for this new space of social dialog.

The Michelin Group and IndustriALL Global Union have agreed to establish a Global Works Council which will allow employee¹ and management representatives to discuss, share and study subjects picked from the issues on the Group's international agenda under the terms and conditions defined and laid down herein. This agreement does not serve to charter the Global Works Council as a labor organization, nor does it subordinate the Global Works Council to any participating labor organization.

This is the founding agreement of this global body for social dialog and shall define

- its composition
- its functions and duties
- the terms of exchange and sharing of information
- the location, frequency and duration of its meetings
- the procedure for conducting meetings
- the financial and material resources allocated to the Council .

2. Scope of application – Representation of Countries

a) Scope of membership

This agreement applies, subject to compliance with local laws, to countries in which Compagnie Générale des Etablissements Michelin companies that meet the following criteria have operations:

- Companies over which the group exercises a dominant influence within the meaning of article L. 2331-1 of the Employment Code (see Annex 2) and
- which operate in countries with legitimate employee representation as defined in article 2b (see Annex 1).

The attached list of companies within the scope will be prepared according to these two rules : determined and updated by Michelin executive management

b) Representation of Countries

Within the company scope, employee representation for all group companies and countries must be carried out by employees who are representative on the basis of their election or appointment by a trade union or their election by the Michelin company's employees, in strict compliance with the principles of freedom of association and

¹ For the purposes of this agreement, employee representation through trade unions is defined as follows: employee representatives appointed by a trade union or elected by employees as trade union candidates. Non-union employee representation is defined as follows: employee representatives elected by employees who did not run as trade union candidates.

employee representation. The governments of these countries are not part of this process of appointment or election of employee representatives, neither directly nor indirectly.

Countries where the companies, establishments or sites do not yet have employee representation can be represented at the Global Works Council under the provisions of article 3 b).

The MICHELIN Group and IndustriALL Global Union affirm the need for unconditional protection of the rights of employee and union representatives, whether elected or freely appointed. The MICHELIN Group reaffirms that it ensures that employee and trade union representation can be effectively implemented all countries where it operates, in compliance with the locally applicable laws and regulations and the provisions of the international standards.

The rules governing such appointments within the European Economic Area meet these conditions.

Global Works Council employee representatives from countries outside the European Economic Area will be selected from among employee representatives, where there are representatives. When a Global Works Council representative is elected rather than appointed by a trade union, the election must comply with basic democratic principles (secret ballot, freedom to run, election open to all employees, subject to seniority requirements where applicable). In countries where these two types of representation are not mutually exclusive, management will select the designation method in compliance with the local legislation.

The council representatives must be employees of a company listed in article 2 a) of this agreement.

Management is exclusively responsible for establishing the initial list of Countries and companies represented on the Global Works Council This list can evolve with each term of office of the members of the Global Works Council, particularly upon a proposal from the Michelin Regions, IndustriALL Global Union or any other trade union organization represented on the Global Works Council.

3. Composition, designation and changes in the headcount or scope

The MICHELIN Group Global Works Council (MGWC) is a social dialog body made up of MICHELIN group employee representatives designated by country or economic space.

The maximum number of employee representatives within the MGWC is set at 50.

a) Distribution of seats

A maximum of 50 seats on the Michelin Global Works Council are allocated according to the rules laid out below:

The number of seats allocated by country is based on group entity headcount in the countries or regions where the group operates, listed in Annex 1 of this agreement and which have a minimum headcount of 501 employees, as laid out below:

- Headcount from 501 to 1,500 employees: 1 representative
- Headcount from 1,501 to 4,500 employees: 2 representatives
- Headcount from 4,501 to 8,000 employees: 3 representatives
- Headcount from 8,001 to 20,000 employees: 4 representatives

- Headcount over 20,000 employees: 5 representatives

No alternates are provided for.

In the event that a seat becomes vacant for the long-term, for representatives of Global Works Council member countries outside the European Economic Area, a replacement will be selected for the remainder of the term of office before the next MGWC meeting.

b) Designation procedures

- For employee representatives from the European Economic Area

Employee representatives from the European Economic Area are selected from among CEEM employee representatives who are members of companies of the Michelin Global Works Council's scope (Annex 1)

If application of the rule defined in article 3 a) results in fewer Michelin Global Works Council representatives than CEEM representatives for a given country, the country's CEEM representatives must strive to reach an agreement on designating the CEEM representatives to represent the country on the Michelin Global Works Council.

- For employee representatives from outside the European Economic Area

For each country outside the European Economic Area, Management of one of the Group regions forms the coordinating team in charge of ensuring that the Global Works Council member(s) selection process runs smoothly, in accordance with the principles and rules laid down above and under Article 2b).

This coordinating team will report to Management of its home region any difficulty encountered in the implementation of the selection process of the member(s) of the Global Works Council.

The coordinating team will be composed of members who are not only from the team of the country management, if that is in compliance with the laws of that country. In that case, the team will be composed of:

- one management representative,
- the head of social relations in the country,
- and, in the countries with an employee representation established through trade unions, an employee representative mandated by the trade union organizations represented in the country, in accordance with the rules and, in the absence of such rules, the customs of the country,
- and, in the countries with non-union elected employee representation, an employee representative from this representation, in accordance with the rules and, in the absence of such rules, the customs of the country.

The last two conditions can be cumulative.

IndustriALL Global Union will be able to comment or provide advice on the composition of the coordinating teams directly to the General Secretariat of the Michelin Group.

If a Country has both employee representation (elected or appointed) through trade unions and non-union elected employee representation², the employee representatives

² For the purposes of this agreement, employee representation through trade unions is defined as follows: employee representatives appointed by a trade union or elected by employees as trade union candidates.

selected through trade unions for a site or company will be designated in compliance with the local legislation in vigor in the Country concerned.

In this case, each Country's seats on the Michelin Global Works Council will be distributed between employee representatives elected or appointed through trade unions and non-union elected representatives by pro rating the number of seats based on headcount at each site or company involved. Where relevant, the headcount of sites or companies without employee representation will be included in the latter group.

In countries without any employee representation, Group management defines and put in place an action plan allowing to promote employee involvement, information on Michelin Global Works Council, fostering the submission of candidacies....

Employee representatives elected or appointed through trade unions will be identified in the headcount of the sites or companies where employee representation is provided through trade unions.

Whenever a Country has at least one seat on the Global Works Council to be allocated through trade unions, the employee representative elected or appointed through unions who holds this initial seat will be selected by IndustriALL Global Union from among the representatives appointed or elected by representative unions affiliated with IndustriALL Global Union, if they exist. The other employee representatives elected or appointed through unions will be appointed to fill the remaining seats for trade union representatives on the Michelin Global Works Council by the trade unions, based on their representativeness on the sites or companies which have union-based employee representation.

Employee representatives elected by sites or companies outside of the trade union system will be appointed among those, in accordance with the country's rules and in the absence of such rules in accordance with the terms defined by the coordinating team to occupy the non-union seats on the Global Works Council.

In the absence of any elected employee representation, the coordinating team will appoint employee representation among the employee or employees who had submitted candidacies for the Global Works Council, in accordance with the country's rules and, in the absence of such rules, in accordance with the terms defined by the coordinating team.

At each mandate renewal, a letter describing the selection process of the Global Work Council member(s) as well as the composition of the coordinating teams is submitted by each Region management simultaneously to the General Secretariat of Michelin Group and to IndustriALL Global Union. IndustriALL will be able to put forward comments or advice on the selection process of the Global Works Council member(s) to the General Secretariat of Michelin Group within 15 days upon receipt of this letter.

c) Changes in headcount, scope of membership, incoming and outgoing countries and effect on current terms

If a change in headcount occurs during a term of office, whether due to an expansion or contraction of the scope of membership or a country entering or leaving the Michelin Global Works Council, the countries affected by these changes will once again designate their representative(s).

Non-union employee representation is defined as follows: employee representatives elected by employees who did not run as trade union candidates.

The composition of the Michelin Global Works Council is reassessed only once every three years, at the end of the representatives' terms.

d) Guests of honor to the Michelin Global Works Council

Because of their expertise and outreach on issues of interest to Michelin Global Works Council, Management will be able to open up the Council to guests of honor, either permanently or temporarily, after having informed the employee representatives on the Michelin Global Works Council, regardless of whether these guests are employees of one of the companies listed in Article 2a).

As such IndustriALL is invited as guest of honor to the Global Works Council and can be represented by a maximum of two persons.

A guest of honor is not constrained to effectively be present on the Global Works Council. He is not a member of this Council in the sense that he does not represent employees of his country. However, he is a major support for example due to his expertise, and he adheres to the objective pursued by the Council as defined in the preamble of this agreement.

The guest is invited by management to the second yearly meeting of the Global Works Council.

At the end of this meeting, an annual review will be carried out by the signatories to this agreement.

4. Term of office

The term of office for employee representatives on the Michelin Global Works Council is set at three years, renewable in the absence of any modifications to the composition of the Michelin Global Works Council due to a change in headcount or company scope.

5. Professional confidentiality

The members of the Michelin Global Works Council, or any other speaker and participant, on a permanent or ad hoc basis, are bound by the duty of professional confidentiality with regard to all questions related to manufacturing procedures within the meaning of article L. 2315-3 of the French employment code.

They are also bound by a duty of confidence with regard to all information presented as confidential by Group Management.

This duty of confidence must be strictly upheld without exception for all information presented as confidential by Group Management, regardless of its purpose (technical, commercial, industrial, financial, legal, etc.), its nature (methods, manufacturing procedures, patents inventions, innovations, expertise, etc.) or its form (verbal, written, electronic, etc.).

Furthermore, each member of the Global Works Council must individually sign a confidentiality agreement.

Management will, before disclosing the information, specify the nature and level of confidentiality of the information, using the following classification:

- e) D1: strategic confidential information. Any disclosure to any person (inside or outside the company) in any form is strictly prohibited. Michelin Global Works

Council members are only authorized to receive such information orally; computers, telephones and any other means of communication with the outside are prohibited.

- f) D2: critical confidential information Any disclosure to any person (inside or outside the company) in any form is strictly prohibited.
- g) D3: sensitive confidential information. Disclosure of this information is authorized for Michelin Global Works Council members only, with precautions. This information must not be displayed or left in evidence in any form.
- h) D4: public information; no special caution is required.

6. Protection of the Global Works Council members

The members of the Michelin Global Works Council are protected by the laws and conventional practices applicable in the Countries they represent on the Michelin Global Works Council.

Michelin Group General Secretariat will ensure that the members of the Global Works Council are subject to neither discrimination nor pressure, regardless of nature or origin, as a result of their participation in this body.

7. Functions and responsibilities

a) An economic, social and environmental observatory

The MICHELIN group's Michelin Global Works Council is a social dialog body which enables the exchange of information on global and transnational economic, financial, social and environmental issues with the employee representatives who are members of the Global Works Council.

During the meetings defined in article 8 a) of this agreement, general management will share information with the Group's employee representatives, such as:

- financial results, social indicators, the group's global strategic goals,
- economic, social and environmental benchmarks and outlooks,
- education on the company's challenges and changes,
- considerations on external changes and cultural shifts.

These meetings may take the form of working sessions and proceedings. The structuring of the exchange of views can build on and benefit from the principles of major international treaties or laws with extraterritorial application such as the Law on due of diligence.

The proceedings and conclusions are not binding on group Management and do not constitute an opinion or decision on its part. Moreover, the deliberations and recommendations of the Council do not impact or change the bargained-for terms and conditions of employment where such bargaining relationships exist and do not establish such a relationship where none exists.

Neither the purpose nor the actions of the Council shall include dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment. In addition, the Council shall not act as a representative of Michelin employees under applicable employment laws.

b) Relationship with the national and European employee representative bodies

The Michelin Global Works Council is a transnational social dialog body; it does not replace any of the existing local, national or international employee representative bodies, nor force to establish such a representative body where employee have not freely chosen one in accordance with local laws and customs.

The functions and responsibilities of the Michelin Global Works Council therefore do not affect those of the existing national or international employee representative bodies, particularly the MICHELIN European Works Council (CEEM), established by the agreement of October 18, 2011.

8. Operational Procedures

a) Meetings

The Michelin Global Works Council can meet up to twice per year, upon convocation sent by the Company to each member, at least two months before the meeting date.

The agenda is set by Group Management and communicated to all the participants at least one month before the meeting date.

The two plenary Global Works Council meetings of the Michelin Group will have a maximum duration of 1 day.

For practical reasons related to participants' travel, the parties agree that these meetings will immediately precede or follow the plenary meetings of the Michelin European Works Council, which are organized as stipulated by article 9 of the CEEM agreement.

b) Working languages

All exchanges are held in French or in English depending on the speakers; translations and interpretation into the necessary languages will be provided.

Any written information and the minutes of the plenary meetings of the Michelin Global Works Council will be provided in the languages of all countries represented.

9. Resources of the Michelin Global Works Council

a) Operating expenses of the Michelin Global Works Council

Expenses related to Michelin Global Works Council meetings will be borne by the Group, which will be responsible for the costs of organizing the meeting and interpreting.

Travel expenses incurred by non-European members of the Michelin Global Works Council to attend the plenary meetings will be reimbursed to each representative by the company that employs him or her, in line with the company's usual rules on travel expense reimbursement.

Travel expenses incurred by European members of the Michelin Global Works Council to attend the plenary meetings will be reimbursed upon presentation of receipts in line with the group rules. Travel expenses incurred for meetings of both the Michelin Global Works Council and the CEEM will be reimbursed only once.

These provisions will be applied where local or national laws permit.

b) Time credit

Employee representatives from countries outside the European Economic Area receive an annual credit of 20 (twenty) hours paid in accordance with local or national law.

No additional time credit is awarded to CEEM members on the Michelin Global Works Council.

Time spent in Michelin Global Works Council meetings and traveling time are considered time worked and paid accordingly.

10. Duration – Appointment - Revision – Withdrawal – Applicable law

This agreement is concluded for an indefinite period.

10.1 Appointment

The parties to this agreement will be required to meet upon written notice (letter or email) from Group Management, within two months of the third anniversary of coming into force of this agreement, in order to review the implementation of the agreement and discuss the advisability of changing it.

10.2 Revision

It may be revised, apart from a possible revision decided during the meeting provided for in article 10.1, under the following conditions:

a) Revision request and start of negotiations

The revision request is made by one of the signatory parties to this agreement or their duly appointed successors; this request is made in writing and identifies the causes and purpose of the requested revision and, where relevant, is accompanied by a proposed draft amendment.

Upon receipt of this request, and within a maximum of 6 months, group management will convene the authorized parties to revise this agreement.

b) Parties authorized to negotiate and sign the amendments

The signatory parties to this agreement or their duly appointed successors, are authorized to revise it.

c) Result of the negotiations

Should the parties reach an agreement in compliance with b) of this article, the provisions of the amendment will replace the contrary provisions of this agreement from the date of effect set by the parties. Should the amendment lack a date of effect, it will take effect upon execution.

Should the parties fail to reach an agreement in compliance with b) of this article, this agreement will continue to apply in full.

10.3 Withdrawal

a) Parties authorized to withdraw from this agreement

Management's representative or his duly appointed successor may unilaterally withdraw from this agreement.

IndustriALL Global Union's representative or his duly appointed successor, may also withdraw from this agreement.

b) Withdrawal procedure

The party which intends to withdraw from this agreement notifies the other party of its withdrawal; if the agreement is terminated by management, this notification is sent to all CEEM officers and to IndustriALL Global Union.

c) Effects of withdrawal

Properly notified withdrawal terminates application of this agreement at the end of a 12-month notice period which starts with the last notification.

During this period, group management will begin new negotiations on implementation of a Michelin Global Works Council.

10.4 Interpretation modalities of the Agreement

In case of difficulty that may arise when interpreting or implementing this agreement, the signatories or their duly appointed successors agree that any dispute resulting from the interpretation or application of this agreement will be examined by themselves.

10.5 Applicable Law – Attributive clause of jurisdiction

This agreement is governed by French law. The competent jurisdictions are the jurisdictions of the headquarters of the Compagnie Générale des Etablissements Michelin.

1. Submission

This agreement is signed in 4 original copies in French and two original copies in english. In case of difficulty of interpretation, only the French version will prevail.

A copy will be sent to DG EMPL in Brussels in Brussels, 1 for the Employment Tribunal

(Conseil de Prud'hommes) of Clermont-Ferrand, and 1 for Management, which will communicate it to Management of the companies affected.

This agreement will be submitted by the Company to the Télé@accords platform in compliance with the applicable legal and regulatory requirements.

In Boulogne,

This agreement does not serve to charter the Global Works Council as a labor organization, nor does it subordinate the Global Works Council to any participating labor organization.

For CGEM

Mr. MENEGAUX



For IndustriALL Global Union

Mr. SANCHES



ANNEXE 1

Liste décrivant le périmètre sociétaire et pays Du Comité Mondial Michelin

Périmètre des sociétés : UE + US + Canada + Brésil + Serbie + Thaïlande	
Libellé Pays Groupe	Nom de la Société
ALLEMAGNE	MICHELIN REIFENWERKE - KOMMANDITGESELLSCHAFT AUF AKTIEN
	EUROMASTER IMMOBILIEN GMBH
	VIBORG GMBH
	PTG REIFENDRUCKREGELSYSTEME GMBH
	IHLE TIRES GMBH
AUTRICHE	MICHELIN REIFENVERKAUFSGESELLSCHAFT M.B.H.
	VIBORG GMBH
BELGIQUE	MICHELIN BELUX S.A.
BRESIL	NEOTEC INDUSTRIA E COMERCIO DE PNEUS LTDA
	PLANTACOES E. MICHELIN LTDA.
	PLANTACOES MICHELIN DA BAHIA LTDA.
BULGARIE	MICHELIN BULGARIA EOOD
CANADA	MICHELIN NORTH AMERICA (CANADA) INC.
CROATIE	MICHELIN HRVATSKA D.O.O.
DANEMARK	MICHELIN GUMMI COMPAGNI A/S
	HJULCENTRET DANMARK A/S
ESPAGNE	MICHELIN ESPANA PORTUGAL S.A.
	EUROMASTER KONZ IBERICA, S.A.
ESTONIE	MICHELIN REHVIDE AS
ETATS UNIS	MICHELIN NORTH AMERICA, INC.
	MICHELIN RETREAD TECHNOLOGIES, INC.
	OLIVER RUBBER Crie
FINLANDE	OY SUOMEN MICHELIN AB
	SUOMEN EUROMASTER OY
FRANCE	COMPAGNIE GENERALE DES ETABLISSEMENTS MICHELIN
	MANUFACTURE FRANCAISE DES PNEUMATIQUES MICHELIN
	PNEU LAURENT
	SIMOREP ET CIE - SOCIETE DU CAOUTCHOUC SYNTHETIQUE MICHELIN
	MICHELIN AIR SERVICES
	SOCIETE D'INVESTISSEMENT ET DE MECANIQUE
	SAS ALLIANCE RESEAUX
	MICHELIN TRAVEL PARTNER SAS
	EUROMASTER SERVICES ET MANAGEMENT
	EUROMASTER FRANCE
	IHLE FRANCE SAS
GRECE	ELASTIKA MICHELIN A.E.
HONGRIE	MICHELIN HUNGARIA TYRE MANUFACTURING LTD
	IHLE MAGYARORSZAK KFT
ITALIE	SOCIETA PER AZIONI MICHELIN ITALIANA
	EUROMASTER Italie SRL
LETTONIE	MICHELIN RIEPAS SIA
LITUANIE	UAB MICHELIN PADANGOS
LUXEMBOURG	ARTIC INVESTMENTS S.A.
	MICHELIN FINANCE (LUXEMBOURG) S.A.R.L.

NORVEGE	NORSK MICHELIN GUMMI A/S
PAYS-BAS	MICHELIN NEDERLAND N.V.
	MICHELIN DISTRIBUTION B.V.
	EUROMASTER BANDENSERVICE B.V.
POLOGNE	MICHELIN POLSKA S.A.
	Euromaster POLSKA
PORTUGAL	MICHELIN COMPANHIA LUSO-PNEU, LTDA.
	EUROMASTER Portugal - SOCIEDADE UNIPessoal LDA.
ROUMANIE	ERM ROUMANIE
	MICHELIN ROMANIA S.A.
	IHLE ANVELOPE SRL
ROYAUME UNI	MICHELIN TYRE PUBLIC LIMITED COMPANY
	ASSOCIATED TYRE SPECIALISTS LIMITED
	MICHELIN LIFESTYLE LIMITED
	TFM HOLDINGS LIMITED
	MICHELIN TRAVEL PARTNER UK LIMITED
SERBIE	TIGAR M.H. D.O.O.
SLOVAQUIE	MICHELIN SLOVENSKO, S.R.O.
	IHLE SLOVAKIA S.R.O.
	IHLE SLOVAKIA LOGISTIC A SERVIS S.R.O.
SLOVENIE	MICHELIN SLOVENIJA, PNEVMATIKE, D.O.O.
	IHLE PNEVMATIKE D.O.O.
SUEDE	MICHELIN NORDIC AB
	EUROMASTER AB
TCHEQUE REPUBLIQUE	MICHELIN CESKA REPUBLIKA S.R.O.
	ERM CESKA
	IHLE CZECH S.R.O.
THAILANDE	MICHELIN SIAM COMPANY LIMITED
	MICHELIN ROH CO., LTD

Article L. 2331-1 du Code du travail

I. - Un comité de groupe est constitué au sein du groupe formé par une entreprise appelée entreprise dominante, dont le siège social est situé sur le territoire français, et les entreprises qu'elle contrôle dans les conditions définies à l'article L. 233-1, aux I et II de l'article L. 233-3 et à l'article L. 233-16 du code de commerce.

II. - Est également considérée comme entreprise dominante, pour la constitution d'un comité de groupe, une entreprise exerçant une influence dominante sur une autre entreprise dont elle détient au moins 10 % du capital, lorsque la permanence et l'importance des relations de ces entreprises établissent l'appartenance de l'une et de l'autre à un même ensemble économique.

L'existence d'une influence dominante est présumée établie, sans préjudice de la preuve contraire, lorsqu'une entreprise, directement ou indirectement :

- peut nommer plus de la moitié des membres des organes d'administration, de direction ou de surveillance d'une autre entreprise ;
- ou dispose de la majorité des voix attachées aux parts émises par une autre entreprise ;
- ou détient la majorité du capital souscrit d'une autre entreprise.

Lorsque plusieurs entreprises satisfont, à l'égard d'une même entreprise dominée, à un ou plusieurs des critères susmentionnés, celle qui peut nommer plus de la moitié des membres des organes de direction, d'administration ou de surveillance de l'entreprise dominée est considérée comme l'entreprise dominante, sans préjudice de la preuve qu'une autre entreprise puisse exercer une influence dominante.

Article L. 2315-3 du Code du travail

Les membres de la délégation du personnel du comité social et économique sont tenus au secret professionnel pour toutes les questions relatives aux procédés de fabrication.

Les membres de la délégation du personnel du comité social et économique et les représentants syndicaux sont tenus à une obligation de discrétion à l'égard des informations revêtant un caractère confidentiel et présentées comme telles par l'employeur.

