

AGREEMENT AT COMPANY LEVEL CONCERNING THE REFORM AND REDUCTION OF WORKING HOURS

BETWEEN:

The companies AMADEUS DEVELOPMENT COMPANY S.A. and AMADEUS MARKETING S.A.R.L., joined together in a Social and Economic Unit situated at 485, Route du Pin Montard - 06902 SOPHIA ANTIPOLIS CEDEX,

represented by Jacques LIGNIERES, Managing Director of AMADEUS DEVELOPMENT COMPANY and duly appointed by Philippe CHEREQUE, Manager of AMADEUS MARKETING S.A.R.L.

On the one hand,

AND

The C.F.D.T. Union
represented by Rosine GOMEZ, duly appointed

On the other hand,

The "Force Ouvrière" Union, duly notified to attend, came to the meetings of 22nd March 2000 and 25th April 2000 during this negotiation.

The CFE/C.G.C Union, duly notified to attend, came to the meetings of 14th and 22nd March 2000 and 25th April 2000 during this negotiation.

This agreement was submitted to the Company Committee for consultation at its meeting of 20th April 2000 and obtained a favourable opinion from the elected members who voted.

At the end of this negotiation process, the following was agreed and drawn up:

PREAMBLE

The Law on orientation and incentive of 19th January 2000 relating to the reform and reduction of working hours has set the expiry date for lowering working hours from 39 hours to 35 hours a week.

In application of the Law of 13th June 1998, the SYNTEC federation and the CICF employers' federation signed a national agreement on the length of working hours on 22nd June 1999 with the C.F.E.-C.G.C./FIECI and the C.F.D.T. This agreement was partially extended by an Order of 21st December 1999 published in the J.O. of 24th December 1999.

Companies of over 20 employees, of which the Company is part, had to proceed to lower the legal length of working hours in the context of legal and contractual provisions, on 1st February 2000.

The present project therefore has the object of:

- modifying the methods of reducing working hours as from 1st June 2000, in a concern to protect the employees' interests as well as those of the Company;
- enabling the company's employees to reduce their working hours whilst maintaining a company culture based on the confidence and liberty to organise their work;

Each of the parties concerned undertakes to create favourable conditions for carrying out this project.

The provisions which will be decided on in this context will apply to all those which may result from the application of legal, statutory or contractual provisions.

Moreover, it should be remembered that the present agreement has been finalised in observing the provisions of the agreement of 22nd June 1999 on the length of working hours recalled above, which apply to the COMPANY.

The present agreement has also been made in observing the provisions of the "Convention Collective Nationale des Bureaux d'Etude Techniques" (*National Collective Agreement of Technical Research Departments*), "Cabinets d'Ingénieurs Conseils" (*Consulting Engineers' Offices*), and "Sociétés de Conseils" (*Consultancy Firms*), known as the « SYNTEC » Collective Agreement, applied by the COMPANY to the signing of the present document.

ARTICLE 1 – FIELD OF APPLICATION

The present agreement applies to the COMPANY's entire personnel, with the exception of the Directors considered as senior executives, who are legally

excluded from the provisions of Labour Regulations on the length of working hours, apart from the rules concerning paid holidays and maternity leave.

ARTICLE 2 – METHODS OF REDUCING WORKING HOURS FOR ALL THE PERSONNEL WORKING FULL TIME

ARTICLE 2.1 - PRINCIPLE

The undersigned parties agree to do everything so that the reform and reduction of working hours (A.R.T.T.) meets the new legal requirements.

In accordance with Article L 212-4 of the Labour Regulations, the real length of working hours is the time during which the employee is at the employer's disposal and has to comply with his general instructions without being able to attend freely to his personal occupations.

To analyse the methods of adapting the reduction of working hours to the company's various departments, the undersigned parties have agreed to distinguish the following provisions:

- the general provisions of the reduction of working hours known as «Standard Methods», applicable to employees for whom the breakdown of working hours is carried out in hours during the year and in particular to ETAMs as well as “Cadres” position 1, according to the « Syntec » Collective Agreement classification;
- the general provisions of the reduction of working hours known as « methods of carrying out a mission with an hourly reference » applicable to “Cadres” for whom the breakdown of working hours is done in days during the year, and whose positions are equal to 2 at least, according to the « Syntec » Collective Agreement classification;
- the general provisions of the reduction of working hours applicable to “Cadres” who have an inclusive mission with complete autonomy, and whose position is equal to 3 at least according to the « Syntec » Collective Agreement classification;

ARTICLE 2.2 - REDUCTION OF THE LENGTH OF WORKING HOURS

The reduction of working hours could be achieved by decreasing daily, weekly, monthly and annual working hours, depending on the professional categories concerned.

ARTICLE 3 – Provisions for the reduction of working hours applicable to employees for whom the breakdown of working hours is done in hours – Standard methods.

These provisions are applicable to employees for whom the breakdown of working hours is carried out in hours during the year, which is to say: ETAMs, Cadres position 1, according to the « Syntec » Collective Agreement classification, and any Cadre who does not benefit from relative autonomy and/or has to follow a pre-defined schedule.

3.1 Establishing an average annual length (of working hours)

The average annual length (of working hours) is calculated on the basis of the contractual length of working hours and is calculated as a number of days worked, in the following way:

365,24 days (taking leap years into consideration) x 5/7 = 260.88 days
- 25 days of annual Paid Holidays = 235.88
- 8 Public Holidays = 227.88 days
227.88/5 = 45.6 weeks

45.6 weeks X 39 hours = 1778.4 annual hours
45.6 weeks X 35 hours = 1596 annual hours

Depending on the year, the annual length can vary around this number of 1596 hours. The collective branch agreement of 22nd June 1999 fixed a maximum annual length of 1610 hours, the Legislator later retained a lower limit of 1600 hours.

3.2 Annual length of working hours in the Company and weekly collective schedule

The parties agree that the average length of work in the Company is fixed at **1591 annual hours, a basis for the start of overtime.**

A process for reducing the length of working hours by giving whole days or half-days off during the year will be set up for the benefit of the above-mentioned personnel.

For these categories of personnel who are subject to a collective timetable, the weekly length of working time will be 37 hours.

In return, **an annual average of 8 days off** will be given each year (counted from 1st June of year n to 31st May of year n+1) to the employees concerned, to be taken in whole days or half-days off. The number of days off granted will be calculated each year on 1st June of year n+1, in order to allow the annual amount of working hours to be lowered to 1591 hours for the previous year.

These days off will be noted down as a credit in the Rest Time Account, in accordance with the provisions of Article 8.3 hereafter.

The choice of the dates of these days off will be proposed by the employee and ratified by the employer according to the same methods as for paid holidays. These dates must be fixed at last 3 calendar weeks in advance according to the procedure which applies to all requests for holidays in the company (form-flow procedure). By exception to this rule, the Company can decide to close on the afternoons of 24th December and 31st December, and if these days are working days, but not worked, they must compulsorily be taken as half-days of RTT (reduction of working hours).

Days marked down in the Rest Time Account on 1st June of year n and which are not taken before 31st May of year n+1 must be taken imperatively before the end of the following 3 months (which is before 31st August of year n+1) and this, in accordance with provisions of Article 8.3 hereafter. Failing this, the employee will lose the benefit of them, unless he has been prevented from doing so due to illness/maternity, or at the written request of his hierarchy.

Consequently, for these categories of personnel, the number of weeks of actual work is established at 43 weeks a year.

Manner of calculating worked days:

365,24 days (taking leap-years into consideration) x 5/7 = 260.88 days

- 30 days of annual Paid Holidays = 230.88
- 8 Public Holidays = 222.88 days
- an average of 8 days of RTT = **215 days**

215/5 = 43 weeks

43 weeks x 37 hours = **1591 annual hours**

Working hours will be measured by the individual weekly declaration of working time, carried out in hours, and by means of an electronic sheet which allows a breakdown of time off to be made. These sheets will be sent weekly and simultaneously to the hierarchy for approval and to Human Resources for control.

3.3 – Daily length of working hours and work schedule

The daily length of working hours is therefore fixed at 7 hours 30 mins. from Monday to Thursday and 7 hours on Fridays.

A **one hour** lunch break must be taken compulsorily.

The 37 weekly hours, apart from exceptions, are divided up in the following way:

- from Monday to Thursday with time of arrival at 9 a.m. and time of departure at 5.30 p.m.
- on Fridays with time of arrival at 9 a.m. and time of departure at 5 p.m.

A tolerance of more or less ½ hour is granted around these limits, to take travelling constraints into account.

By way of explanation, the distribution of working hours in the week could therefore be as follows:

Monday	to	Possible time of arrival	8.30 a.m.	9.00 a.m.	9.30 a.m.
Thursday		Time of departure	5 p.m.	5.30 p.m.	6 p.m.
Friday		Possible time of arrival	8.30 a.m.	9.00 a.m.	9.30 a.m.
		Time of departure	4.30 p.m.	5 p.m.	5.30 p.m.

During the lunch-break, the personnel is free to attend to its personal affairs. Consequently, this will not give rise to any remuneration.

This break time will nevertheless be considered as actual working hours if the hierarchy obliges the employee to remain at the company's disposal during his break, by asking him to stay in contact by means of a « bleep » or a mobile phone.

Establishing schedules comes within the Employer's decision-making authority, after having been submitted to the Company Committee for its opinion, and if need be, to the CHSCT. The subsequent modification of these working hours, by the employer, will therefore not necessitate an amendment to the present agreement.

3.4 – Overtime

At the hierarchy's express request, the employees concerned must declare the hours they have worked as well as the overtime they have done over and above the collective schedule, on the weekly Time sheet provided to that effect.

Overtime applies when more than 39 hours are worked in a given week, and also, at the end of the 12-month period (going from 1st June of year n to 31st May of the following year) for hours worked over and above the upper limit of 1591 hours, with deduction of overtime worked and paid in the course of the year.

The payment and bonuses/increase for overtime could be replaced by an equivalent amount of compensatory time off, by a reciprocal agreement between the employee and his hierarchy.

Only overtime which is fully compensated by replacement time off, is not chargeable to the annual quota of overtime.

The parties agree to increase the annual quota of overtime from 90 hours to 130 hours.

The parties agree that:

- the compensatory time off is to be noted as credit to the rest time account.
- the maximum time limit in which the legal compensatory time off has to be taken, is 6 months.

As the parties have agreed that the basic wage will be maintained by increasing the basic hourly rate, the remuneration and increase of the amount of overtime will be higher than that of the legal 39-hour working period.

3.5 – Maximum work periods and daily and weekly time off

The company undertakes to have the following periods respected:

- a maximum of 46 hours a week
- an average of 44 hours over a period of 12 consecutive weeks
- a maximum of 10 hours a day
- a minimum of 35 hours of time off weekly

ARTICLE 4 – General provisions for the reduction of working hours applicable to “cadres” apart from those mentioned in Article 3 above.

An inclusive amount of days on an annual basis enables the “cadre” to be paid on the basis of a number of days worked annually. The period provided for is counted in days and not in hours.

4.1 Methods of carrying out missions with an hourly basis

This category concerns “cadres” whose « Syntec » position is at least 2, who benefit from relative autonomy, and are not able to strictly follow a predetermined schedule.

He generally holds special responsibilities, is in charge of technical or management expert appraisals which cannot stop at fixed times, and moreover frequently uses pooled high technology tools.

The counting of these employees' working hours will be done from an overall annual amount expressed in actual days of work. This overall amount is fixed at **215 days worked** in a reference period between 1st June of year n and 31st May of year n+1.

An average of 8 days off will be granted in the year (counted from 1st June of year n to 31st May of year n+1) to the employees concerned, to be taken in whole days or half-days. The number of days off granted will be calculated each year on 1st June in year n+1, in order to allow the annual work period to be brought down to 215 days for the previous year.

These days off will be noted down as a credit in the Rest Time Account, in accordance with the provisions of Article 8.3 hereafter. The choice of the dates of these days off will be proposed by the employee and ratified by the employer according to the same methods as for paid holidays. These dates must be fixed at last 3 calendar weeks in advance according to the procedure which applies to all requests for holidays in the company (form-flow procedure). By exception to this rule, the Company can decide to close on the afternoons of 24th December and 31st December, and if these days are worked, they must compulsorily be taken as half-days of RTT (reduction of working hours).

Days marked down in the Rest Time Account on 1st June of year n and which are not taken before 31st May of year n+1 must be taken imperatively before the end of the following 3 months (which is before 31st August of year n+1) and this, in accordance with provisions of Article 8.3 hereafter. Failing this, the employee will lose the benefit of them, unless he has been prevented from doing so due to illness/maternity, or at the written request of his hierarchy.

The emoluments of these employees include hourly variations eventually accomplished within a limit, of which the value is a maximum of 10% for a weekly schedule of 35 hours. The employee's monthly remuneration is not affected by these variations.

A significant excess of working hours over and above this limit, ordered by the employer, and representing exceptional periods of activity of 3.5 hours is recorded as superactivity in the Rest Time Account, in the context of the annual management retained. Periods of over-activity and under-activity compensate for each other in the period of reference.

Actual working hours will be counted in a declaratory manner by each "cadre" concerned, in half days, by means of an electronic sheet proved for this effect, in accordance with the provisions of Article 8.4. This sheet will be sent weekly and simultaneously to the immediate superior for approval and to Human Resources for control.

The quota of overtime does not apply to "Cadres". But in the case where the upper limit of 215 days is exceeded in the year n (in the form of a TEA « Tranche exceptionnelle d'activité » = *exceptional period of activity*, for example), the employee benefits from a number of days equal to this excess, which he has to take within the 3 months following the end of the period which goes from 1st June of year n to 31st May of year n+1 (which is before 31st August of year n+1).

4.2 Methods of carrying out missions with full Autonomy

“Cadres” who are in « Syntec » position 3, and as such have extended management responsibilities, dispose of wide autonomy as well as correlative liberty and independence, benefit from a breakdown of working hours in days, without any hourly reference. Their working hours will therefore be declared in half-days of activity, on a form provided to this effect.

Their annual work period will be reduced to **215 days a year**.

An average of 8 days off will be granted in the year (counted from 1st June of year n to 31st May of year n+1) to the employees concerned, to be taken in whole days or half-days. The number of days off granted will be calculated each year on 1st June in year n+1, in order to allow the annual work period to be brought down to 215 days for the previous year.

These days off will be noted down as a credit in the Rest Time Account, in accordance with the provisions of Article 8.3 hereafter. The choice of the dates of these days off will be proposed by the employee and ratified by the employer according to the same methods as for paid holidays. These dates must be fixed at last 3 calendar weeks in advance according to the procedure which applies to all requests for holidays in the company (form-flow procedure). By exception to this rule, the Company can decide to close on the afternoons of 24th December and 31st December, and if these days are working days, but not worked, they must compulsorily be taken as half-days of RTT (reduction of working hours).

Days marked down in the Rest Time Account on 1st June of year n and which are not taken before 31st May of year n+1 must be taken imperatively before the end of the following 3 months (which is before 31st August of year n+1) and this, in accordance with provisions of Article 8.3 hereafter. Failing this, the employee will lose the benefit of them, unless he has been prevented from doing so due to illness/maternity, or at the written request of his hierarchy.

The quota of overtime does not apply to “Cadres”. But in the case where the upper limit of 215 days is exceeded, the employee benefits from a number of days equal to this excess, which he has to take within the 3 months following the end of the period which goes from 1st June of year n to 31st May of year n+1 (which is before 31st August of year n+1).

ARTICLE 5 – EMPLOYEES ON PART-TIME

ARTICLE 5.1 – INCIDENCE ON THE REDUCTION OF WORKING HOURS ON EMPLOYEES WORKING PART-TIME

The salary and the number of days of RTT will be proportional, taking the work period into account, to those of an employee of equal qualification, holding an equivalent job full time. This rule of proportionality will be applied to other elements of remuneration.

The employee who works part-time benefits from the reimbursement of expenses (travelling expenses, mileage ...) in the same conditions as if he was working full time. However, if because of the work rate adopted, the result is a reduction of these expenses for the interested party, the corresponding indemnities would be reduced in due proportion.

The principle of the proportional reduction of working hours will be retained, unless the employee is opposed to it.

Part-time work must be the subject of an individual amendment to the employment contract, in accordance with the law.

ARTICLE 5.2 – CHOSEN PART-TIME

The signatory parties agree that it is the employer's responsibility to favour part-time work for the employees who ask for it, as far as possible.

5.2.1 - Percentage of employees on chosen part-time:

In order to favour chosen part-time, a quota of employees who can benefit from part-time work at their request has been instituted. This quota is in addition to the number of employees benefiting from part-time work, by right, in the context defined by Law.

This quota is fixed at 3% of the permanent workforce, globally and for the entire U.E.S.

5.2.2 – Work period under reference and distribution of work periods.

Employees on part-time are employees whose normal work period is less than that of a comparable worker on full time.

Contractually, the parties agree that the work period under reference could be:

- 60% of the collective work period practised in the Company.
- 70% of the collective work period practised in the Company.
- 80% of the collective work period practised in the Company.
- 90% of the collective work period practised in the Company.

For all the employees, whether they are on inclusive hours or inclusive days, this period will be expressed in a number of days a week in the following manner:

60%	70%	80%	90%
3 days	3.5 days	4 days	4.5 days

Once this has been decided by the Employer, the work rates and the distribution of work periods between the days of the week or the weeks of the month will be permanent and constant for a year, in principle. The occurrence of a public holiday will not modify the weekly distribution of work.

However, for any envisaged modification of the schedule, notice of 7 working days should be respected between the date on which the employee reads the said modification and the day on which it is put into application.

5.2.3 – Methods of going from part-time to full time

At the end of the part-time agreement, including renewals, and subject to respecting the period of notice, the employee will go back to full time assignment in his original job or to a job with equivalent qualification and remuneration.

The period of notice is fixed at:

- 3 months when the length of the agreement is concluded for a one-year period.
- 6 months when the length of the agreement is concluded for a period of more than a year, including renewals.

For serious reasons such as the unemployment, death or permanent total disability of the employed spouse, divorce or any other case of “force majeure”

(circumstances beyond one's control), individual dispensations can be made for these provisions.

5.2.4 - Procedure:

Requests for part-time work must be sent to Human Resources by Registered Letter at least four months before they take effect. The employer disposes of a two-month period, from the moment he receives the request, to give a justified reply.

Below a quota of 3%, the Company can only refuse an individual request for one of the following motives:

- more than one employee on part-time at the same time in the same team or same working party,
- position incompatible with the organisation of part-time work,

The Company can also defer the date on which the employee's going onto part-time takes effect for reasons connected with the smooth running of the department.

Refusal of part-time will be examined by a part-time Committee consisting of two Company Committee members, two representatives from Human Resources and two managers. This Committee's mission will be to propose solutions to the Management whenever possible.

The Employee's request for part-time must mention the desired length of part-time work.

This request must be for a limited period which cannot be less than 1 year or more than 3 years.

5.3. Part-time for family reasons

In accordance with Article L212-4-7 of the Labour Regulations, this concerns allowing employees who justify their request, to go on to part-time during the year in order to meet the requirements of family life and therefore benefit from a reduction of working hours in the form of one or several periods of at least one week.

This exceptional part-time can only be set up at the employee's initiative and the employer can refuse for reasons connected with the running of the department and internal equity.

During the periods worked, the employee is occupied according to the collective schedule and/or methods of reforming and reducing working hours which are applicable in his department, for his professional qualification.

ARTICLE 6 - SPECIFIC PROVISIONS CONCERNING WORK IN CYCLES

The cycle is a short period, multiple of the week, in which the work period is divided up in alternation in a fixed and repetitive manner.

The cycle corresponds to a concern for the Company's internal organisation and variations of activity, which it must take into account, which have a habitual nature and are therefore foreseeable and programmable.

Taking into account the fact that they are obliged to strictly follow a pre-defined schedule, the employees working in rotation and in teams are subject to different specific provisions and come under standard methods. For employees working in rotation, the weekly day or days off are given at different times of the week (see. Annexe 1).

The length of the cycle must not exceed 12 weeks.

The employer must accurately define the dividing up of the work period within the cycle:

- Distribution of hours throughout the week
- Distribution of days throughout the week: the distribution of days throughout the week could include Saturdays and/or Sundays (work in rotation).
- Extent of the working day, possibility of dividing up the personnel into teams.

The methods of organisation will be submitted for prior consultation to the CHSCT and the Company Committee.

Financial compensation:

Financial compensation for work in cycles represents 3% of the basic wage.

Financial compensation for hours worked on Sundays and at night is calculated on an inclusive and monthly basis depending on the method of organisation and planning relating to them.

The parties having agreed that the basic wage will be maintained by increasing the basic hourly rate, the remuneration and increase for hours worked on Sundays and/or nights will be of a higher amount than that relating to a legal period of 39 hours.

Article 7 – Team work

This concerns dividing the employees into teams and making them work to different schedules at a higher rate than the normal work rate, whilst limiting the recourse to overtime. This organisation of working hours is the declension of the authorised practise of individualised schedules: it allows the Department concerned to increase the extent of opening for its clients, without increasing an employee's annual work period.

From the viewpoint of the Company's commercial and international activity, the parties acknowledge that this method of organisation is indispensable for the smooth running of the Company and that its implementation must be made easier, subject to respecting the following principles:

- The teams will work by relay with overlapping teams (several teams can be occupied simultaneously for several hours) or successively.
- The schedule will comprise a single compulsory pause of one hour.
- The extent of the day's work will be comprised between 7 a.m. and 10 p.m. hours and will be covered by at least two teams.
- All employees will have a restaurant voucher given to them if their work schedule goes beyond 7 p.m. at the end of the day. The Management and the signatory Trade Unions agree on the value of the Restaurant voucher which will be 47 Fr., of which 28 Fr. is taken care of by the employer.
- The organisation will be put together by the hierarchy, according to a prior indicative timetable which will be communicated to the employee at least one month before the period under consideration.
- Should this timetable be modified exceptionally for reasons connected with the running of the Company and/or on account of an employee, a notice period of 8 working days must be respected.
- Schedules will be worked by rotation. The elaboration of the schedule on a voluntary basis will be favoured.
- Gross daily financial compensation brute equal to 2.5 times the hourly rate of the SMIC will be paid to employees who have to work after 7 p.m.

- Detailed methods will be submitted to the CHSCT and the Company Committee for prior consultation before each new organisation.

ARTICLE 8 – JOINT PROVISIONS

Article 8.1 : Contractual deferment of paid holidays

The reduction of working hours necessitates increased vigilance where measuring real working hours is concerned, and therefore in following up the right to take paid holidays.

The Company maintains the flexibility which it grants to its employees in deciding on their holiday dates, providing that they take into account the special constraints connected with studying and carrying out current projects.

Each employee therefore has a certain amount of liberty at his disposal for organising and programming his paid holidays, on condition however that this is validated by the person in charge of the Department, who checks that the proposed period takes the Department's needs and the constraints connected with the organisation into consideration.

As custom allows holidays to be taken by anticipation (these holidays, on the pay slip are noted under the heading "*acquired right in progress*") is maintained.

But to enable the Company to meet the obligations inherent to the reduction of working hours, as established by the AUBRY laws, whilst maintaining flexibility in matter of paid holidays in the context of the modified Article L. 223-9 of the Labour Regulations, the employee, with the Employer's agreement can defer his paid holidays beyond the annual framework, in the following specific and exceptional cases:

- Suspension of the employment contract for over three months for the following reasons: industrial injury – maternity – illness (in the event were the salary is maintained) deferment of days off acquired during the period in which the contract is suspended:

ex : 6 months absence: deferment of $2.5 \times 6 = 15$ working days.

- Justified refusal from the hierarchy mentioned in the validation form of the request for holidays, on condition that this request is made 3 calendar weeks before the solicited date of departure – deferment of the days requested but not authorised within a maximum limit of 10 working days.

- Exceptional unforeseen work load, preceding the 1st day of the holidays granted, which is to say caused by absenteeism in the Department and/or by urgent

work necessary for the smooth running of the Company – deferment of days off within a maximum limit of 10 working days.

Any holidays which are not taken for reasons not mentioned above, will be lost.

Methods of remunerating deferred paid holidays:

- The payment of the holiday premium follows the month in which the paid holidays are taken (1 month's administrative interval)

Temporary provision: balance of paid holidays at 31st May 2000:

In order to balance the present situation, within the limit of working 10 days, paid holidays acquired in the 1998/1999 period and earlier periods, which have not been taken by 31st May 2000, must be so before 31st December 2000. Paid holidays beyond these 10 days can either be paid, or taken before 31st December 2000, subject to the hierarchy's agreement.

On the pay slip, these days off will be noted under the heading «previous remaining paid holidays » on 1st June 2000.

Days not taken by 31/12/00 will be lost.

Article 8.2 – On duty – "On call"

The employee who is "on duty", without carrying out any interventions, does not find himself in a position which allows the "on duty" period to be analysed as actual working hours.

It is therefore expressly recalled that only the intervention time carried out during the "on duty" period is considered as actual working hours. Consequently, the methods of financial compensation and/or in the form of days off, will be settled in the specific case of the employee's intervention, in respecting the legal provisions which govern work period.

The time off thus granted could be added to the Rest Time Account.

In the Company, "on duty" is called « on-call », and interventions « call-in ».

"On call" concerns time slots outside normal work schedules, during which an employee might have to intervene at the employer's request.

The overall length of this “on call” period is paid in accordance with the provisions noted in the 1998 agreement on actual salaries, the real length and organisation of working hours.

The conditions of organising “on duty” are the responsibility of the hierarchy who draws up a predictive plan which favours rotations and voluntary help.

“On duty” periods and interventions carried out during these periods will be the subject of an express and specific declaration by the employee, when he makes his weekly declaration of working hours.

Article 8.3 – The Available Time Account

In accordance with the provisions of Chapter 5 of the agreement of 22nd June 1999, the Rest Time Account (C.T.D.) enables the application of the Law of 13th June 1998 on the reduction of working hours to be materialised. It will be set up for all the employees.

It will be managed during the financial year from 1st June in year n to 31st May of year n+1, known as the reference period.

Days counted in the Rest Time Account must be used within the reference period or at the outside 3 months after the end of this period.

In the event of a breach of the employment contract, the days noted in the Rest Time Account represent a remuneration credit.

The following will be charged to the credit of this account, at the end of a reference period, which is to say from 1st June of year n+1, and in proportion to the period under review:

- annual days off granted in return for the reduction du working hours to 1591 hours for employees for whom the detailed account of working hours is made in hours (personnel working to standard methods);
- annual days off granted to “Cadres” in return for the reduction of working hours to 215 days, for whom the detailed account of working hours is made in days.

The following will be charged to the credit of this account, as soon as it has been acquired:

- overtime ordered by the employer, carried out by the personnel working to standard methods, when this does not give rise to payment;
- time off acquired in return for actual work carried out during an “on duty” period;

- exceptional periods of activity acquired as compensation for significant excess working hours ordered by the employer, carried out by “Cadres” working to the accomplishment of missions method;
- time off acquired as compensation for weekend business trips;

The following will be charged to the debit of this account:

- taking days off at the employee’s initiative, with the employer’s consent, according to the events connected with their department’s activity;
- taking days off at the employer’s initiative, for the part of the Rest Time Account balance which exceeds 10 days.
- The afternoons of 24th December and 31st December if these days are working days, but not worked.
- Training days which are the object of a co-investment.

Article 8.4 – Methods of CONTROLLING WORKING HOURS – self-declaratory system

Whatever their category, the employees will make a weekly declaration of their working hours by means of an electronic form.

This electronic form will be protected by using a confidential password. It will be sent in two copies simultaneously to the hierarchy for validation, and to the Human Resources Department to be controlled.

The non-validation of a declaration by the hierarchy will immediately be brought to the attention of the Human Resources Department.

In the context of the collective schedule, the methods of controlling working hours defined for employees covered by an hourly contract are as follows:

A weekly declaratory document drawn up by the employee and approved by the hierarchy will clearly identify the following elements:

- The overall number, per day, of actual hours of work carried out, whilst respecting the collective schedule.
- Absences and the type of absence.
- Excess schedule (overtime) carried out at the hierarchy’s request.
- Night hours (10 p.m./5 a.m.)
- “On call” periods

- Intervention time (during “on call” periods): “Call in”
- A space for comments about working on Sundays and overtime.

For employees benefiting from a fixed amount of days, a weekly declaratory document written out by the employee and signed by the hierarchy will clearly identify the following elements:

- Measure of actual working hours done per day or per half-day
- Absences and the type of absence.
- “On call” periods (per day and/or per half-day)
- Intervention periods (during “on call” periods)
- Exceptional Periods of Activity (necessary period of superactivity) for Cadres who are on achievement of missions with an hourly reference.
- A space for comments about working on Sundays and TEA « *Tranche exceptionnelle d’activité* » = exceptional period of activity.

Article 8.5 – Methods of compensation for travels during the week-end

It is recalled that during the time spent travelling, an employee does not carry out the service which is the object of his employment contract. Consequently, this time will not be considered as actual working hours.

Nevertheless, employees who go on a business trip at the company’s request at the week-end, can benefit from compensation in the form of recuperation, on condition that travelling schedules are decided on according to professional constraints only, and that no day off is taken by the employee at the time of this trip.

This recuperation will be inclusive, by half-day periods:

For the “non-cadre” personnel and “Cadres” whose Syntec position is lower than, or equal to 2.2:

- travelling on a Sunday will give rise to a period of recuperation in proportion to the time spent on the trip (fixed time: a half-day or a whole day).
- Travelling on a Saturday will give rise to an inclusive half-day’s recuperation.

For “Cadres” whose Syntec position is higher than, or equal to 2.3, recuperation will be granted taking into account the type of position and responsibilities, the travel frequency and the remuneration of the “Cadre” concerned.

Any request for recuperation will be submitted to the hierarchy for approval before leaving on a trip, by means of an electronic form in force, and this request will be sent in two copies, to the hierarchy and to the Human Resources Department.

Article 8.6 - Days (off) for length of service

Employees will continue to benefit from additional days off due to their length of service, in accordance with the methods written in Article 23 of the National Collective Agreement of Technical Research Departments known as « Syntec ».

Article 8.7 – Training

Certain training could be the subject of a co-investment necessitating the company's and the employee's consent, in accordance with the methods in Chapter 8 of the branch agreement of 22nd June 1999.

Adaptation action, training/promotion action and prevention action fall within the company's training plan and its implementation, and do not give rise to co-investment.

Where training action is concerned, which does not come within the Training Plan but is requested by the Employee in order to acquire, maintain or improve his knowledge the Company, if it agrees, will take care of 50 % of the training time and the cost of the course. The 50% of the time which is not taken care of by the Company will be taken from the employee's Rest Time Account.

Training likely to the subject of co-investment is as follows:

- Language courses in immersion.
- Training leading to a diploma or ratified by the State
- Training validated by the CPNE (*Commission Paritaire National pour l'Emploi* = National Joint Committee for Employment)

This training action will take place exclusively on a voluntary basis.

Article 8.8 – WEEKLY TIME OFF – CASE OF WORKING ON SUNDAYS.

Amadeus's activity is totally connected with transport and airline companies and with travel agencies' and companies' reservation and sales departments.

Amadeus comes within an international context and has to ensure continual service and satisfy its clientele's needs in the same way as an airline company.

Amadeus's offers of service are based on the exploitation of software which require updates and new installations. For reasons which are exterior to it, as they re connected with its clientele's operating methods, Amadeus therefore sometimes has to do jobs over the week-end.

Indeed, changes and migrations have to take place at the weekend in order to limit the impact on our clients' functioning.

Conscious of this constraint but anxious to preserve the employees' quality of life and whilst respecting legal provisions, the parties have agreed on the following points:

Access to Amadeus's premises on Sundays will be the subject of a specific procedure which will provide information to the Company's administration beforehand via the official channels.

An employee must not therefore be occupied more than 6 days a week. When an employee has to work on a Sunday, it is his hierarchy's responsibility to see that he benefits from a day off in the 6 days preceding this Sunday.

In the context of the new legal provisions and the Company's constraints, every employee must benefit from 35 consecutive hours time off each week, and it is the Company's responsibility to see that this time off is taken weekly.

All work carried out on a Sunday must be declared on the weekly working hours registration form.

ARTICLE 9 – METHODS OF MAINTAINING REMUNERATION

These provisions concern all the company's employees, whether they have a permanent contract or a fixed-term contract, and who were present on the date the agreement took effect.

ARTICLE 9.1 - AMOUNT OF REMUNERATION

In the context of the present agreement, it is expressly agreed that the employees whose employment contract is in the process of execution on the date that the present agreement takes effect, and are working according to the hourly methods of this agreement, will benefit from having their previous gross remuneration maintained.

ARTICLE 9.2. - BASIC WAGE

The salary which is fully compensated will show on the pay slip under the sole heading “ basic wage ”.

As the employees are remunerated at an annual fixed rate, the type and volume of the fixed rate will be mentioned on the pay slip.

ARTICLE 10 – METHODS OF FOLLOWING UP THE APPLICATION OF THE AGREEMENT

A joint Committee will be set up, consisting of 3 duly authorised Management representatives plus the Union representatives, signatories of the present document, who can be accompanied by employees who have participated in the negotiation of the present agreement.

This joint Committee will meet at least once a year and could meet every quarter at the request of the most diligent party, in order to proceed with the follow-up and the assessment of this agreement so that any eventual difficulties can be detected and envisage possible solutions. Time spent in these meetings is considered as actual working hours, as each meeting lasts a maximum of one day.

Once a year, the Company will present the joint Committee with an assessment of the conditions of application of the present agreement, where the reduction of working hours is concerned.

More exactly, the following documents will be communicated one week before the meeting:

- The evolution of the staff
- Number of hours and days granted by way of the reform and reduction of working time (theoretical work – real work)
- Type and volume of excess working hours noted in the context of the 3 methods of organising working hours and per division: Overtime & T.E.A
- The number of days of paid holidays deferred: on average and within the context of the 3 methods of organising working hours per division.
- Point on the organisation of work for the population working in cycles and/or in teams.
- Use of the Rest Time Account: recuperation statistics
- Statistics on the declaratory forms of working hours not ratified by the hierarchy.

ARTICLE 11 - APPLICATION AND MODIFICATION OF THE AGREEMENT

The parties agree that the legal bonus of 10% granted in the form of time off since 1st February 2000 and until the day the present agreement is applied, and which compensates hours worked between 35 and 39 hours, will be replaced on the day the agreement is set up, by registering a half-day off per month of presence in the Rest Time Account, in proportion to the working hours carried out between 1st February 2000 and the date of the application of the agreement. The allocation of these days off will permanently settle the question of processing the hours of work carried out between 1st February 2000 and the date of application of this agreement.

This agreement forms an indissociable whole, a reciprocal contractual whole of which no provision can be set aside without questioning the entire agreement.

Any provision which modifies the clauses of the present agreement will give rise to an amendment to the present document.

The party who wishes to modify the present agreement, gives the other a written modifying draft and the reasons for his request for modification. Failing an agreement within three months from the requested modification, the litigious provisions will be kept, on condition that the moving party terminates the agreement if it considers it necessary.

The Company Committee and the CHSCT will be consulted prior to signing an amendment modifying the present agreement in the conditions fixed by the legislation applicable.

If the law and/or the extended collective agreement referred to was repealed or fundamentally modified, the signatory parties will adapt the present agreement to the situation which has thus been created, or will terminate it.

ARTICLE 12 – TERM - TERMINATION

ARTICLE 12.1 - TERM

The present agreement has been concluded for an unlimited period as from 1st June 2000.

ARTICLE 12.2 - TERMINATION

The undersigned parties dispose of the power to terminate (the present agreement) in the conditions and time limit provided for in Article L. 132.8 of the Labour Regulations if it appears, notably, that the conditions which prevailed when it was set up, have not been attained.

The present agreement and its Annex 1 could be terminated on condition that 3 months' notice is given, which will start running before each annual calendar period the expires.

This termination will take place by registered letter with acknowledgement of receipt.

ARTICLE 13 – LEGAL DEPOSIT

The present agreement and its Annex 1 will become applicable at the end of the publicity procedures provided for by Articles L 132-10 and L 135-7 of the Labour Regulations, which is to say:

- Filing with the Departmental Directorate of Labour, Employment and Vocational Training.
- Filing at the Clerk of the Industrial Arbitration Court's office in GRASSE.

AT SOPHIA ANTIPOLIS, on 25th April 2000
in 9 copies

For the UES
Jacques LIGNIERES

For the C.F.D.T
Rosine GOMEZ

**ANNEX 1 to the draft Agreement on the Reform and Reduction of
working hours**

WORKING IN CYCLES AND TEAMS

PROVISIONS CONCERNING THE HELP DESK

The "Help Desk" department at Sophia-Antipolis presently ensures a continuous hourly cover, 7 days a week, by teams working in rotation. This continuous hourly cover is necessary in order to allow Amadeus to supply technical support by telephone to markets throughout the world, by sharing all the time zones of these markets with 2 "Help Desk" departments, one in the United States, the other in Thailand.

1. PRINCIPLES:

Increases for hours worked on Sunday

Concerning remuneration and benefits, the Management and the signatory Trade Unions agree on maintaining the rate of increase for working on Sundays at 50% instead of 25% provided for by the National Collective Agreement, where usual work is concerned. This increase will remain paid in the form of a monthly fixed indemnity, resulting from the calculation of the average number of increased hours, brought down to a monthly basis.

As the cycle provides that 2 Sundays will be worked every 4 weeks, the calculation of the increase for hours worked on Sundays results in a monthly indemnity equal to 5,6% of the basic gross monthly salary.

Increases for Public Holidays

The Management and the signatory Trade Unions agree that employees who are part of the organisation by rotation, as described in the present document, will benefit from an increase of 75% which will apply to working on Public Holidays with the exception of Christmas, New Year's Day and 1st May, where the increase will be maintained at 100%.

Restaurant Vouchers

The Management and the signatory Trade Unions agree on the value of the Restaurant voucher, for employees who work at weekends or on Public Holidays, which will be 47 Fr. of which 28 Fr. is taken care of by the employer.

2. ORGANISATION OF WORKING HOURS:

Annual fixed rate in hours: 1591 hours

Length of the cycle: 4 weeks

Each week comprises 4 working days likely to include public holidays. The latter, which contractually give rise to recuperation, have been integrated in the annual calculation of working hours.

Number of hours worked a day: **8 hours 36 mins.**

Compulsory lunch-break: **1 hour**

In order to maintain the present hourly extent from 8 a.m. to 6.30 p.m., the working cycle will take place with 2 teams working by rotation continuously 7 days a week. The weekly day or days off will be granted to employees at different times of the week.

- 1st team « Early Shift » E – 8 a.m. / 5.36 p.m.
- 2nd team « Later Shift » L – 9 a.m. / 6.36 p.m.
- Day off: X

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	X	X	X	L	L	E	E
Week 2	X	L	E	E	E	X	X
Week 3	L	E	X	X	X	L	L
Week 4	E	X	L	L	L	X	X

Provisions concerning the « Database »

This department presently ensures a continuous hourly cover with teams working in rotation. This continuous hourly cover is no longer indispensable for the functioning of this department, as the need for work on Sundays and at night, even if it continues to exist, is much more isolated.

Regarding the new constraints of this activity, the parties agree to the following provisions:

1. ORGANISATION OF WORKING HOURS:

Hourly cover 6 days out of 7, Saturdays being worked in rotation throughout the year by way of 4 hours (8 a.m./12 noon).

Team = The theoretical calculation is made on the basis of 6 people.

Compulsory lunch break: **1 hour**

Number of RT. days off: identical to those decided on for employees on standard methods.

Length of the cycle: the cycle will take place 6 weeks

In order to maintain an hourly range from 8 a.m. to 8 p.m., the working cycle will take place with 6 people working by rotation.

- one person on « Early Shift » E – 8 h 00 / 17 h 00 (including one hour's lunch-break).
- one person on « Late Shift » L – 14.00 / 20.00 + Saturday morning
- 4 people on « Admin. Shift » (company's collective schedule – see Article 3.3 of the present agreement).

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Week 1	E	E	E	E	E	X	40.00
Week 2	A	A	A	A	A	X	37.00
Week 3	A	A	A	A	A	X	37.00
Week 4	A	A	A	A	A	X	37.00
Week 5	L	L	L	L	L	½	34.00
Week 6	A	A	A	A	A	X	37.00
						average	37 h 00

2. Clause for the protection of salaries:

The monthly premium of 5% corresponding to the previous organisation of work is cancelled and replaced by financial compensation for working in cycles, as provided in Article 6 of the present agreement.

With regard to the modification of the cycle and the cancellation of working on Sundays, and in order not to penalise employees who have benefited from financial compensation related to hours worked on Sundays and/or at night, the following methods have been agreed between the parties for employees who were part of the workforce of this department on 31st March 2000 (and who were still part of this department on the day the new organisation was set up) :

- For employees whose gross monthly salary in December 1999 was less than or equal to 13 000 Fr., the Management guarantees a minimum increase of the basic monthly salary for the year 2000 of 4,5%.
- For employees whose gross monthly salary in December 1999 was more than 13 000 Fr., the Management guarantees a minimum increase of the basic monthly salary for the year 2000 of 3,5%.

3. Practical details:

Restaurant Vouchers

A restaurant voucher of a value of 47 Fr. will be given to employees working in the evening after 7 p.m., of which 28 Fr. is taken care of by the employer.

Increases for Public Holidays

The Management and the signatory Trade Unions agree that employees who are part of the rotation organisation, as described in the present document, will benefit from an increase of 50% which applies to work on Public Holidays, with the exception of Christmas, New Year's Day and 1st May, for which the increase is maintained at 100%.

22nd May 2002 Addendum to the 25th April 2000 Agreement on the organisation and the reduction in the working time

Amendment to the Addendum 1 - on the work by cycles and by teams

Provisions concerning the Help Desk

BETWEEN :

AMADEUS s.a.s. located at 485, route du Pin Montard - 06902 SOPHIA ANTIPOLIS CEDEX,

Represented by Martine LIMOUSIN, Human Resources Director

On the one hand,

AND

The CFDT Union,

Represented by Rosine GOMEZ, duly mandated

On the other hand,

It has been agreed :

This amendment cancels and replaces Annex 1 to the agreement of 25th April 2000 on the reform and reduction of working time for the part which concerns the «HELP DESK» only.

1. PRINCIPLES :

Increases for hours worked on Sundays

Concerning remuneration and benefits, the Management and the signatory Trade Union Organisations agree that the fixed premium of 5,6 % corresponding to the payment of increases for working on Sunday has been cancelled, and is replaced by a payment increased by 50 % for hours really worked on Sundays and declared as such by the employee on the self-declaratory working hours form (Weekly Time Sheet), and after being validated by the hierarchy.

Increases for Public Holidays

The Management and the signatory Trade Union Organisations agree that the employees who will be part of the rotation organisation, as described in the present agreement will benefit from an increase of 75% which will apply to working on Public Holidays, declared on the self-declaratory working hours form (Weekly Time Sheet), and after having been validated by the hierarchy, with the exception of

Christmas, New Year's Day and 1st May, for which the increase will be maintained at 100%.

Luncheon Vouchers

The Management and the signatory Trade Union Organisations agree on the value of luncheon vouchers for employees working at week-ends or on Public Holidays, which will be 7.62 Euros, of which 4.57 Euros are taken care of by the employer.

Cycle Premium :

As a reminder, the financial compensation for working in cycles, provided for in Article 6 of the agreement on the reform and reduction of working hours signed on 25th April 2000 and equal to 3 % of the basic monthly wage, is maintained for employees who continue working in cycles.

Days for the reduction of working hours :

Three annual days off are granted in compensation for the reduction of working hours to 1591 hours for employees who are part of the organisation for working in cycles at the Help Desk. These three days will be credited to the Rest Time Account (CTD) as from 1st June 2003, and at the end of each annual period of reference, in accordance with the terms defined in the agreement du 25th April 2000 on the reform and reduction of working time.

2. ORGANISATION OF WORKING HOURS :

Fixed annual amount of hours : 1591 hours

Length of the cycle : 6 weeks

Each week comprises working days likely to include public holidays. The latter, which contractually give rise to recuperation, have been integrated into the annual calculation of working hours.

Compulsory lunch break : 1 hour

For weeks comprising 5 days of work :

Early shift : 8 a.m. – 4 p.m. (7 hours)

Late shift : 10.30 a.m. – 6.30 p.m. (7 hours)

For weeks comprising 4 days of work :

Early shift : 8.00 a.m. – 5.45 a.m. (8 hours 45mins)
 Late shift : 8.45 a.m. – 6.30 p.m. (8 hours 45 mins)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	NB days	Hours/week
1	Late 7:00	Off	Off	Late 7:00	Late 7:00	Late 7:00	Late 7:00	5	35
2	Off	Off	Early 8:45	Early 8:45	Early 8:45	Early 8:45	Off	4	35
3	Off	Late 7:00	Off	5	35				
4	Off	Early 7:00	Off	5	35				
5	Off	Late 8:45	Late 8:45	Late 8:45	Late 8:45	Off	Off	4	35
6	Early 7:00	Early 7:00	Early 7:00	Early 7:00	Off	Off	Early 7:00	5	35

3. CLAUSE FOR THE PROTECTION OF SALARIES:

This clause applies exclusively to the 9 employees who are part of the organisation of working in cycles at the Help Desk, as at 31st March 2002.

In view of the modification of the cycle and the reduction of staff assigned to its functioning, the following methods were agreed between the parties :

- For employees whose annual basic wage is less than or equal to 30 000 Euros, the Management guarantees :
 - A minimum increase of 6 % of the basic monthly wage for 2002.
 - An exceptional premium equal to 4% of the basic annual wage which will be paid in the month that the new cycle is set up.
- For employees whose annual basic wage is more than 30 000 Euros, the Management guarantees :
 - A minimum increase of 5 % of the monthly basic wage for 2002.
 - An exceptional premium equal to 5% of the basic annual wage which will be paid in the month that the new cycle is set up.

4. INFORMATION :

The Management will supply the signatory Trade Union Organisations with a statistics statement indicating the average wage increase and the average bonus of

the 9 employees who are part of the organisation of working in cycles at the Help Desk as at 31st March 2002, in order to compare them with those of all the «Help Desk» employees, and this after each wage review in 2003 and 2004.

For one year following the setting up of the new cycle, the Management will provide the signatory Trade Union Organisations quarterly with a statement showing, in an anonymous fashion, the cycles which were really carried out, in relation to those which had been planned.

5. APPLICATION AND MODIFICATION OF THE AGREEMENT

Any provision which modifies the clauses of the present agreement will give rise to the drawing up of an amendment to the present document.

The party who wishes to modify the present agreement, gives a written modified project and the reasons for his request for modification. Failing an agreement on the requested modification within three months, the contentious provisions will be kept, on condition that the requesting party terminates the agreement if it considers it necessary

The Company Committee and the CHSCT were consulted prior to signing this amendment.

If the law and/or the extended collective agreement to which reference is made, was repealed or fundamentally modified, the signatory parties will adapt present amendment to the situation thus created, or will denounce it.

6. DURATION AND TERMINATION

The present amendment has been entered into for an unlimited period of time as from the moment it was signed.

The undersigned parties dispose of the power to terminate (the present agreement) in the conditions and time limits provided for in Article L. 132.8 of the Labour Code if, notably, it appears that the conditions which prevailed when it was set up have not been reached.

The present amendment can be terminated, subject to 3 months' notice, which will start to run before each annual calendar period expires.

This termination will be done by registered letter with acknowledgement of receipt.

7. LEGAL REGISTRATION

The present amendment will be applicable at the end of the publicity procedures provided for in Articles L 132-10 and L 135-7 of the Labour Code, which is to say :

Filed at the Regional Department of Work, Employment and Vocational Training

Filed at the Clerk of the court's office at the Industrial Tribunal in GRASSE.

IN SOPHIA ANTIPOLIS, in 8 copies,

On..... 22nd May 2002

For Amadeus S.A.S.
Martine LIMOUSIN

For the C.F.D.T
Rosine GOMEZ

**AMENDMENT OF ADHERENCE TO
THE COMPANY AGREEMENT
PERTAINING TO THE REFORM AND REDUCTION OF WORKING
HOURS**

BETWEEN :

The company known as AMADEUS s.a.s. of 485, route du Pin Montard - 06902 SOPHIA ANTIPOLIS CEDEX, represented by Jean-Paul HAMON, Chairman,

On the one hand

AND

C.F.E-C.G.C Union, represented by Claude RITTER, duly empowered,

On the other hand

ARTICLE 1

Within the framework of the provisions of article L.132-9 of the French Labour Code, the signatory unions of this amendment hereby declare that they adhere to all the provisions of the collective Agreement concerning the reform and reduction of working hours signed on April 25th, 2000 by the CFDT Union.

ARTICLE 2

This amendment of adherence shall be filed, in accordance with article L. 132-10 of the French Labor Code, that is, in five original copies, with the Departmental

Division of Labour, and in one original copy with the Registrar of the Industrial Tribunal in Grasse.

This amendment of adherence shall be posted on the boards provided to this effect and shall be notified to the signatory unions in compliance with the provisions of article L.132-9 paragraph 3 of the French Labor Code.

Drawn up in Sophia Antipolis, on 3rd May 2005

In 11 original copies.

**On behalf of Amadeus s.a.s.
Jean-Paul HAMON**

**On behalf of C.F.E- C.G.C.
Claude RITTER**

**AMENDMENT of 18th MAY 2005 of the AGREEMENT dated 25th
APRIL 2000 CONCERNING THE REFORM AND REDUCTION OF
WORKING HOURS**

Amendment to Annex 1 - relative to shift work

Provisions concerning the « Database »

**Amendment pertaining to the definitive termination of shift work
within the Database department**

BETWEEN :

The company known as AMADEUS s.a.s. of 485, route du Pin Montard - 06902
SOPHIA ANTIPOLIS CEDEX, represented by Jean-Paul HAMON, Chairman,

On the one hand,

AND

C.F.E-C.G.C Union, represented by Claude RITTER and Claire MOIGNO, duly
empowered,

C.F.D.T. Union, represented by Rosine GOMEZ, duly empowered,

C.G.T. Union, represented by Christian BLASIAK, duly empowered,

C.F.T.C. Union, represented by Stéphane JOUTEUX, duly empowered,

On the other hand,

The following has been agreed:

**This amendment definitively terminates the organisation of shift work
concerning the Database as specified in Annex 1 of the Agreement dated
25th April, 2000 concerning to the reform and reduction of working hours
solely for the part concerning the Database.**

PREAMBLE :

The existing organization of working hours within the Database which stipulates
coverage from 8.00 AM till 8.00 PM and on Saturday mornings by teams working in

shifts is now no longer necessary since the work needs during said periods no longer exist.

Consequently, the parties agree that those salaried employees currently working in shifts within the Database shall no longer follow said specific organisation of working hours or benefit from the specific provisions attached thereto; they shall therefore be subject to the general provisions concerning working hours as specified in the agreement concerning the reform and reduction of working hours.

1. Clause concerning the protection of salaries:

This clause applies exclusively to those salaried employees participating in said organisation of shift work within the Database on January 1st, 2005 and still present in said organisation on 1st June, 2005.

As of 1st June, 2005, those salaried employees who cease shift work, will no longer receive the corresponding premium, representing 3% of the basic salary.

However, as an exceptional measure, it is agreed that the basic annual salary shall be increased by 1.5% on 1st June, 2005 for the salaried employees concerned.

Furthermore, the Management undertakes to ensure that, when the annual salary review takes place in April 2005, the salaried employees in question shall benefit from an increase in their basic annual salary of at least 1.5%.

2. Application and modification of the agreement

Any provision modifying the clauses of this agreement shall give rise to the drafting of a modification to this amendment.

Should one party wish to modify this agreement, it must submit to the other party a written draft of the modification and the reasons for requesting said modification. Should no agreement on the requested modification be reached within three months, any provisions at dispute shall be maintained and it shall be the responsibility of the petitioning party to terminate the agreement if it deems such necessary.

Should the law and/or the extended collective agreement referred to herein be annulled or fundamentally modified, the signatory parties shall adapt this amendment to the situation thus created or shall terminate it.

3. Duration and termination

This amendment is entered into for an undetermined duration starting on the date of the signature thereof.

The undersigned parties dispose of the right to terminate it within the conditions and time limits as provided in Article L. 132.8 of the French Labour Code.

Consequently, this amendment may be terminated subject to advance notice of 3 months which must start to run before the expiry of each annual calendar period.

Said termination shall be executed by means of a recorded letter with acknowledgment of receipt.

4. Legal registration

This agreement shall take effect in pursuance of registration procedures as provided in articles L 132-10 and L 135-7 of the French Labor Code, that is:

- Filing with the Departmental Division of Labor, Employment and Vocational Training
- Filing with the Registrar of the Industrial Tribunal in GRASSE.

COMPLETED IN SOPHIA ANTIPOLIS, on 18th May, 2005, in 11 original copies.

**On behalf of Amadeus sas
Jean-Paul HAMON**

**On behalf of C.F.D.T
Rosine GOMEZ**

**On behalf of C.F.E-C.G.C.
Claude RITTER et/ou Claire MOIGNO**

**On behalf of C.F.T.C.
Christian BLASIAK**

**On behalf of C.G.T.
Stéphane JOUTEUX**

**MODIFICATION OF THE AMENDMENT OF 22nd MAY 2002 TO THE AGREEMENT OF
25th APRIL 2000 ON THE REFORM AND REDUCTION OF WORKING HOURS**

Amendment n° 2 to Annexe 1 - on working in cycles and in shifts -

Provisions concerning the Help Desk

BETWEEN:

The company AMADEUS S.A.S. situated 485, Route du Pin Montard - 06902 SOPHIA
ANTIPOLIS CEDEX,
represented by Marilyne LAXENAIRE, Director of Human Resources

On the one hand,

AND

The C.F.D.T. Union,
represented by Rosine GOMEZ, duly empowered

The C.F.E.- C.G.C Union,
represented by Claude RITTER and/or Olivier PREVE, duly empowered.

On the other hand,

It has been agreed that:

This amendment modifies paragraph 2 entitled « ORGANISATION OF WORKING
HOURS » of the amendment of 22nd May 2002 to the AGREEMENT of 25th April 2000
ON THE REFORM AND REDUCTION OF WORKING HOURS - Amendment to Annexe 1 -
on working in cycles and in shifts - Provisions concerning the Help Desk.

The other provisions of the said amendment of 22nd May 2002 remain unchanged.

2. ORGANISATION OF WORKING HOURS:

2.1. Terms of the organisation

Fixed annual number of hours: 1598 hours

Length of the cycle: 7 weeks

Each week comprises days of work that are likely to include public holidays. These public holidays, which contractually give rise to recuperation, have been integrated in the annual calculation of working hours.

Compulsory lunch break: **1 hour**

The cycle is organised in the form of weeks comprising **4 working days**:

- Early shift: 8 a.m. - 5.45 p.m. (**8 hours 45 mins.**)
- Late shift: 8.45 a.m. - 6.30 p.m. (**8 hours 45 mins.**)

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	Hours/week
1	EARLY	EARLY	EARLY	EARLY	OFF	OFF	OFF	35
2	OFF	LATE	LATE	LATE	LATE	OFF	OFF	35
3	OFF	LATE	OFF	OFF	LATE	EARLY	EARLY	35
4	EARLY	OFF	OFF	OFF	LATE	LATE	LATE	35
5	LATE	OFF	LATE	LATE	EARLY	OFF	OFF	35
6	LATE	LATE	LATE	LATE	OFF	OFF	OFF	35
7	OFF	EARLY	EARLY	EARLY	EARLY	OFF	OFF	35

2.2. Paid holidays

In order to simplify the administrative management and in view of the new organisation based on weeks of 4 working days, the employees in the cycle will benefit from 24 working days, which correspond to 30 days applicable to all Amadeus employees working full time 5 days a week (for an employee having full right to holidays).

This will enable employees who work in cycles to benefit from greater flexibility when taking days off, notably allowing them to split these days up, once the management has agreed.

APPLICATION AND MODIFICATION OF THE AGREEMENT

Any provision that modifies the clauses of the present amendment will give rise to an amendment to the present document.

The party who wishes to modify the present amendment, hands over a written draft of the modification to the other party, as well as the reasons for asking for the modification. Failing an agreement within three months of the requested modification, the contentious provisions will be retained, and it is up to the claimant party to terminate the agreement if it considers it necessary, whilst respecting three months' notice notified by registered letter with Acknowledgement of Receipt.

The Company Committee and the CHSCT were consulted prior to the signing of this amendment.

If the law and/or the extended collective agreement to which reference is made were to be repealed or fundamentally modified, the signatory parties will adapt the present amendment to the situation thus created, or will terminate it.

The provisions of the present Amendment will come into application as from 8th May 2006.

DURATION AND TERMINATION

The present amendment is entered into for a permanent duration from the moment it is signed.

The undersigned parties have the power to terminate the contract at their disposal, in the conditions and time limits provided for in Article L. 132.8 of the Labour Regulations if it appears, notably, that the conditions that prevailed when it was set up, have not been attained.

The present amendment can be terminated subject to 3 months' notice that will start to run before each annual calendar period expires.

This termination will be done by registered letter with acknowledgement of receipt.

LEGAL DEPOSIT

The present amendment will be applicable at the end of the publicity procedures provided for in Articles L 132-10 and L 135-7 of the Labour Regulations, which is to say:

- depositing at the Departmental Labour, Employment and Vocational Training Division
- depositing at the Clerk of the Court's Office at the Industrial Tribunal in GRASSE.

MADE in 8 copies, on 10th March 2006, at Sophia-Antipolis.

**For
Amade
us
S.A.S.
Marilyn
e
LAXEN
AIRE**

**For the
C.F.D.T**

**Rosine
GOMEZ**

**For the
C.F.E-
C.G.C.**

**Claude
RITTE
R
and/or
Olivier
PREVE**

**AMENDMENT of 29th June 2007
to the AGREEMENT OF 25 April 2000 on the REFORM and
REDUCTION OF WORKING HOURS**

Amendment to Annexe 1 - on working in cycles and in shifts

Provisions concerning the Help Desk

BETWEEN :

The company AMADEUS S.A.S. situated at 485, route du Pin Montard - 06902 SOPHIA ANTIPOLIS CEDEX,
represented by Magali VIANO, Human Resources manager

on the one hand,

AND

The C.F.D.T. Union
Represented by Rosine GOMEZ, union representative and/or Sabine DAUPLAY,
union representative, duly appointed

The C.F.E - C.G.C. Union,
represented by Olivier PREVE, union representative, duly appointed.

On the other hand,

It has been agreed:

This amendment cancels and replaces Annexe 1 (as well as amendments n°1 and 2 to Annexe 1) of the agreement of 25th April 2000 on the reform and reduction of working hours for all provisions concerning the « Help Desk »

1. INTRODUCTION:

The "Help Desk" department at Sophia-Antipolis presently ensures a continuous hourly coverage, 7 days a week, by teams working by rota. This continuous hourly coverage is necessary in order to allow Amadeus to supply technical support by telephone to markets throughout the world, in sharing all the time zones of these markets with at the moment three other "Help Desk" departments, one in the United States, one in Thailand and one in Australia.

2. ORGANISATION OF WORKING HOURS:

Depending on the teams and the specific constraints of some of them, it has been planned to organise the coexistence of different manners of organising working hours at the « Help Desk » that can be constructed in the following way:

- an organisation by cycles (rota) and per team including work at week-ends and public holidays, and/or
- an organisation per team from Monday to Friday.

2.1. General common principles:

The team schedules are defined as follows:

Shift/team*	Starting time	Finishing time
	« Early »	8 a.m.
« Late »	10 a.m.	6.24 p.m.

* Including 1 compulsory hour for the lunch break

The real daily working hours are 7 hours 24 minutes.

These schedules, which represent a common model, could be combined in the following manner:

- during the week : “Late week shift ” / “Early week shift ”
- at week ends : “Late W.E. shift” / “Early W.E. shift”

The work period is based on 37 hours of work a week or on average during the cycle, in the context of the following combinations:

WE Shift Late	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W1	l	l	l	l	l	l	l	44.40
W2	e	e	e	e				29.60

WE Shift Early	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W1	e	e	e	e	e	e	e	44.40
W2	l	l	l	l	l	l	l	29.60

Week Shift	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W1	l	l	l	l	l	l	l	37.00
W2	e	e	e	e	e	e	e	37.00

2.2. Organisations set up

Three organisations, as described hereafter, will be set up progressively.

Other types of work organisation could be proposed on the basis of common general principles (specified in point 2.1 of the present agreement) in accordance with Articles 6 (« Specific provisions concerning working in cycles ») and 7 (« working in shifts ») of the agreement at company level of 25th April 2000.

The hierarchy undertakes to take the necessary action in order to avoid any disturbance of the established planning.

Therefore, in the event of an employee’s exceptional absence (illness, family events ...) whose presence was planned for the week end, the management will favour cooperation with the other « Help Desk » sites, (United States, Thailand and Australia) with the aim of avoiding a disturbance of the individual timetables of the other Help Desk employees at Sophia Antipolis.

2.2.1. Organisation of work in cycles and shifts according to the « Shift 6-2” model

This organisation is based on 6 weeks with a minimum of two people at the week end, and will function with 6 people.

Shift 6-2	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W 1	l	l	l		l	l	l	44.40
W 2		e	e	e	e			29.60
W 3	e	e	e	e		e	e	44.40
W 4	l		l	l	l			29.60
W 5	l	l	l	l	l			37.00
W 6	e	e	e	e	e			37.00

2.2.2. Organisation of work in cycles and shifts according to the « Shift 5-1 » model

This organisation is based on 5 weeks with a minimum of one person at the week end and will function with 5 people

Shift 5-1	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W 1	l	l	l		l	l	l	44.40
W 2		e	e	e	e			29.60
W 3	l	l	l	l	l			37.00
W 4	e	e	e	e	e			37.00
W 5	l	l	l	l	l			37.00

2.2.3. Organisation of work in shifts according to the « Shift 4-0 » model

This organisation is based on shift work during the week and is organised over 4 weeks and will function with 4 people.

Shift 4-0	Avg hrs							37.00 hrs
	l	m	m	j	v	s	d	
W 1	l	l	l	l	l			37.00
W 2	e	e	e	e	e			37.00
W 3	l	l	l	l	l			37.00
W 4	e	e	e	e	e			37.00

3. COMPENSATION:

Increases for hours worked on Saturdays, Sundays and public holidays

The Management and the signatory Trade Unions agree that the employees who will be part of the organisation by cycles (rota) will benefit from an increase of:

- 50 % for hours worked on Saturdays,
- 100 % for hours worked on Sundays,
- 150% will apply to work done on public holidays.

To benefit from the application of these increases, these hours must :

- have really been worked and declared by the employee in the self-declaratory form on working hours (weekly time sheet),
- be validated by the hierarchy.

Meal vouchers

Employees who have to work at week-ends or on public holidays, will benefit from meal vouchers whose value corresponds to amounts defined internally.

Cycle premiums for people working in cycles and shifts

As a reminder, the financial compensation for working in cycles (rota), provided in Article 6 of the agreement on the reform and reduction of working hours signed on 25th April 2000 and equal to 3% of the basic monthly salary, is maintained for the employees who continue to work in cycles.

The Management and the signatory Trade Unions agree to also grant this financial compensation of 3% of the basic monthly salary to employees who work in shifts.

Days of reduction of working hours:

In view of the fact that the employees concerned by the present work organisation have an annual work period of 1598 hours and an organisation of working hours based on 37 hours (a week or an average of the length of the cycle), these employees will benefit from days of reduction of working hours in the same proportion as all the employees in the company.

These days will be credited to the Available Time Account (*Compte de Temps Disponible = CTD*) in accordance with the terms and conditions defined in the agreement of 25th April 2000 on the reform and reduction of working hours.

4. INFORMATION:

During the 6 months following the setting up of the new cycle, the Management will supply the signatory Trade Unions with a quarterly statement showing, in an anonymous manner, the cycles that have effectively been worked in comparison with those that had been planned.

5. Application and modification of the agreement

The provisions modifying the clauses of the present agreement will give rise to the establishment of an amendment to the present document.

The party who wishes to modify the present agreement will give a written draft of the modification and the reasons for its request for a modification to the other party. Failing an agreement on the requested modification within three months, the provisions will remain unchanged, and it will be up to the requesting party to terminate the agreement if it thinks it is necessary.

The Company Committee and the CHSCT have been consulted prior to signing this amendment.

If the law and/or the extended collective agreement to which reference is made were to be abrogated or fundamentally modified, the signatory parties will adapt the present amendment to the situation that has thus been created, or will terminate it.

6. Duration and termination

The present amendment is entered into for an unlimited duration as from the moment it is signed.

The undersigned parties have the power to cancel the agreement at their disposal in the conditions and time limits provided by Article L. 132.8 of the Labour Regulations if it appears, notably, that the conditions that prevailed when it was set up, have not been achieved.

The present amendment can be terminated subject to 3 months' notice that will start to run before each annual calendar period expires.

This termination will be done by registered letter with acknowledgement of receipt.

7. Legal deposit

The present amendment will be applicable in the terms of the publicity procedures provided by Articles L 132-10 and L 135-7 of the Labour Regulations, namely:

- deposited at the Departmental Work, Employment and Vocational Training division;
- deposited at the Clerk of the Court's office at the Industrial Tribunal in Grasse.

Done on 29th June 2007, in Sophia Antipolis, in 4 original copies.

For Amadeus S.A.S.
Magali VIANO

For the C.F.D.T
Rosine GOMEZ
and/or Sabine DAUPLAY

For the CFE-CGC
Olivier PREVE

**AMENDMENT TO THE ADHESION
TO THE COMPANY AGREEMENT
CONCERNING THE REFORM AND
REDUCTION OF WORKING HOURS**

BETWEEN:

The company AMADEUS S.A.S. situated at 485, route du Pin Montard - 06902 SOPHIA ANTIPOLIS CEDEX, represented by Jean-Paul HAMON, Chairman,

On the one hand,

AND

The C.F.T.C. union, represented by Christian BLASIAK and/or Jean-Marie FELIX duly empowered,

On the other hand,

ARTICLE 1

In the context of the provisions of Article L.132-9 of the Labour Regulations, the unions, signatories of this amendment, state that they adhere to all the provisions, amendments and annexes of the Company's collective agreement concerning the reform and reduction of working hours, signed on 25th April 2000.

ARTICLE 2

The present amendment to the adhesion will be deposited in the conditions provided for in Articles L 132-10 and L 135-7 of the Labour Regulations, namely:

- Deposited at the Departmental Division of Work, Employment and Vocational Training
- Deposited at the Clerk of the Court's office at the Industrial Tribunal in Grasse.

The present amendment to the adhesion will be posted up on notice boards provided for that purpose, and will be notified to the signatory unions in accordance with the provisions of Article L.132-9 paragraph 3 of the Labour Regulations.

Done in Sophia-Antipolis, on 10th July 2007, in 3 original copies.

**For Amadeus S.A.S.
Jean-Paul HAMON
FELIX**

**For the C.F.T.C.
Christian BLASIAK and/or Jean-Marie**