

Le Colisée 1 - Rue Fructidor - 75830 Paris Cedex 17

Crown European Forum

Extension of the Period of the Agreement for a further Term and Other Changes to the Constitution

1. Parties to the Agreement

- 1.1 This Agreement, is made between the signatories listed in the Appendix 2, representing:
the European Division of Crown Cork & Seal, referred to hereinafter as “the Division”
and
Employees of the Division, and other Crown Cork & Seal employees, who normally work in EU Member States, referred to hereinafter as “the Employees”.

2. Preamble

- 2.1 The Constitution of the European Forum (formerly known as the “CarnaudMetalbox European Forum”) was established under the Agreement of 7 June 1996 ratified on 10 September 1996 for an initial period of 6 years, with provision of extension.
- 2.2 This Agreement amends some parts of the Constitution. It:
- renames the European Forum
 - amends the wording of the Purpose of the European Forum
 - recognises EU Directive 97/74/EC
 - reduces the minimum service requirement for Employee Members from 3 to 2 years
 - fixes the representation per country for the duration of the agreement
 - extends the period for a further 4 year term from 10 September 2002,
 - establishes 2 full days of training for Employee Members during the course of the Agreement
 - establishes a regular meeting of the Sub-Committee to be held in October each year
 - confirms certain changes in the detailed administration of the Forum arising from discussions between the Division and the Administration Sub-Committee.
- 2.3 In all other respects the Constitution is renewed on the same basis as before.
- 2.4 The full text of the revised Constitution appears in Appendix 1.



3. Change of Name / Parties to the Agreement (Clause 1)

Reflecting current company organisation:

- 3.1 the full title of "the Forum" becomes "Crown European Forum" and all references to "CarnaudMetalbox Forum" are altered accordingly.
- 3.2 "the Division" now refers to the European Division of Crown Cork & Seal, (not CarnaudMetalbox Europe).

4. Purpose (Clause 2)

- 4.1. Clause 2.1 of the Constitution is amended to read:

"The Forum is intended to facilitate the provision of:
appropriate transnational business information for the Employees at the European level and
consultation (as defined in European Directive 94/45/EC) between Employee Members and senior Division Management."

5. Period of Agreement (Clause 8)

- 5.1 Clause 8.1 of the Constitution is amended to read:

"8.1 On expiry of the original 6 year term on 10 September 2002, the Agreement will run uninterrupted for a further period of 4 years from that date."

- 5.2 During the new term the Constitution is unaltered except for the incorporation of the changes included in this Agreement from that date.

- 5.3 Clause 8.2 of the Constitution is amended to read:

"8.2 On expiry of this period on 10 September 2006, it will run for a further 4 year term unless modified by mutual agreement, or revoked by notice of the Division, or by a 2/3rds majority of the Employee Members, given in writing at least 6 months before the expiry date."

6. Membership of the Forum (Clause 3)

Employees

- 6.1 Clause 3.5 of the Constitution is amended to read:

"3.5 Representative bodies shall elect or select Employee Members in accordance with National laws or customs in each EU Country in which the Division has operations, and must be permanent Employees of the Division with a minimum of 2 years continuous service, or such lesser period as may be required by National legislation."

- 6.2 Clause 3.6 of the Constitution specifies a fixed number of representatives per country valid for the 4-year term, as follows: UK/Ireland 4, France 4, Germany 3, Italy 3, Spain 2, Belgium 2, Greece 1, Portugal 1, Holland 1, Finland 1.

- 6.3 Clause 3.7 of the Constitution is amended to read:

“3.7 In the event of a change in the structure of the Division producing an imbalance between the Member States represented, Divisional Management may put forward proposals for discussion regarding amended representation.”

7. Meetings (Clause 4)

Agenda

7.1 Clause 4.4 of the Constitution is amended to read:

“4.4 Employee Members may put forward additional items for consideration by notifying the Co-ordinator/Secretary at least 6 weeks before the date of the meeting. Any special subjects requiring special preparation, will be put forward by the Sub-Committee in October (see 5.2.6). All items for consideration must be strictly within the competence of the Forum, and no other items will be accepted.”

Employee Members' Pre-Meetings

7.2 Clause 4.6 of the Constitution is amended to read:

“4.6 Facilities will be provided for a full-day pre-meeting of Employee Members on the day before the annual Forum meeting which may be attended by 2 external advisers chosen by them. Simultaneous translation facilities will be provided for the pre-meeting.”

7.3 The following new paragraphs are added to the Constitution:

“4.8 The pre-meeting will include a financial presentation by an appropriate independent organisation based on publicly available information concerning the Division.

4.9 During the 4 year term facilities will be provided for a total of 2 days of appropriate Member Training immediately preceding the normal pre-meeting. The programme for such training will be subject to agreement with Divisional management.”

(Existing Paras 4.8-4.10 are renumbered.)

8. Administration (Clause 5)

8.1 Clause 5.2 of the Constitution is amended to read:

“5.2 The Employee Members will appoint an Administration Sub-Committee comprising 3 of their number, each from a different country, to carry out the following functions in close liaison with the Forum Co-ordinator/Secretary:

5.2.1 Put forward and agree Agenda items requested by the Members (4.4 above), and any queries arising from Pre-meetings.

5.2.2 Agree Minutes and Bulletins following Meetings (4.8 and 4.9 above)

5.2.3 Notify details of external advisors whom the Members propose to involve in meetings at least 2 weeks beforehand.

5.2.4 Request a special meeting of the Forum in exceptional

circumstances.

- 5.2.5 Discuss any other detailed administration issues arising in relation to Meetings and Pre-Meetings, and where appropriate assist with arrangements on request.
- 5.2.6 Meet with the Divisional Human Resources Vice President during each October for a review/update of current events and to identify any special subjects to be included in the following year's annual Forum Meeting. If the need arises, other meetings can be called by mutual agreement."

9. Interpretation

- 9.1 This agreement is to be read in conjunction with the Agreement of 7 June 1996 and interpreted in accordance with French Law, under the legal jurisdiction of France.
- 9.2 For all purposes the French language version of this Agreement shall be the definitive text.
- 9.3 The signatories intend that the timing and content of this agreement should maintain the legal status of the Agreement of 7 June 1996 as an "accord d'entreprise signé avant l'entrée en vigueur de la loi de transposition" for purposes of article 13 of the European Directive 94/45/EC, supplemented by European Directive 97/74/EC, and Chapitre X du Code du travail of France, and in the event of any actual or potential non-compliance they undertake to jointly review the relevant provisions without interrupting the period of application

October 11, 2002

APPENDIX 2

The Signatories below, namely:

Management of the Division

**European Trade Union Federations representing their affiliates recognised
by Crown Cork and Seal Companies in the European Union**

And the representatives of the Employee Members

agree in principle to continue the Crown European Forum in accordance with the revised Constitution of which this Appendix forms part, subject to ratification by the employee members at the next meeting of the Forum.

For the Division

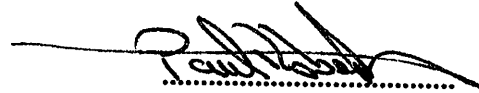
**Peter Calder,
Sr. Vice President Human Resources**



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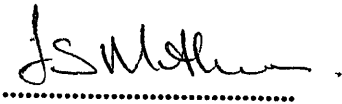
For the EMF

Paul Roberts



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For the EMCEF



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For the EGF

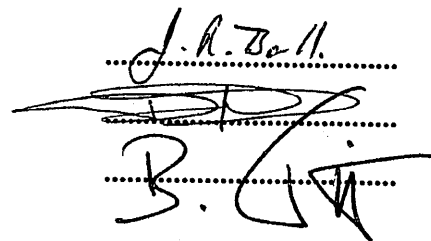
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For the FIET

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For the Employee Members

**John Ball
Jean-Pascal Dufour
Bertholdt Trippen**



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October 11, 2002

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**Constitution of the
Crown European Forum**
(effective 10 September 2002)

1. Parties to the Agreement

1.1 This Agreement to set up the Crown European Forum, hereinafter referred to as “the Forum”, is made between the signatories listed in the Appendix, representing:

the European Division of Crown Cork & Seal, referred to hereinafter as “the Division”
and
Employees of the Division, and other Crown Cork & Seal employees, who normally work in EU Member States, referred to hereinafter as “the Employees”.

2. The Forum

Purpose

2.1 The Forum is intended to facilitate the provision of:
appropriate transnational business information for the Employees at the European level
and
consultation (as defined in European Directive 94/45/EC) between Employee Members and senior Division Management.

2.2 The parties to the Agreement share the opinion that providing employees with relevant business information and opportunity for dialogue with managers contributes to the success and mutual benefit of the Division and its Employees. It is accepted that the main focus of these processes will continue to be at local level; complemented as appropriate by the Forum at the European level.

Role

2.3 The Forum will be a permanent body for the provision of information and exchange of views concerning the Division’s business performance, and as far as possible the outlook. This will include financial, sales, operational and human resources aspects, and significant transnational developments affecting the interest of the Employees.

2.4 The role of the Forum is distinct and separate from the roles of other representative bodies at local and National level and at no time shall it replace their functions or invade their areas of actual or potential competence.

3. Membership of the Forum

Management

3.1 Management Members shall comprise:

The President of the Division - who will preside over meetings.
The Divisional Chief Financial Officer



The Divisional Human Resources Vice President
Forum Co-ordinator/Secretary

3.2 Other Members of Management may be co-opted at the President's discretion.

Employees

3.3 Regardless of the method of appointment (see 3.5 below), the role of each Employee Member of the Forum is to be representative of all employees in the Country from which he/she is appointed, singly or jointly with other Members from that country, without favouring sectional interest.

3.4 The term of office will be 4 calendar years commencing with the year in which the Employee Member first attends a meeting of the Forum (unless subject to earlier termination under 3.9 below). Members can be re-appointed for further terms.

3.5 Representative bodies shall elect or select Employee Members in accordance with National laws or customs in each EU Country in which the Division has operations, and must be permanent Employees of the Division with a minimum of 2 years continuous service, or such lesser period as may be required by National legislation.

Consultation with the appropriate Regional Human Resources Director should take place concerning the proposed selection process to ensure a fair and proper allocation.

3.6 For the duration of this agreement, employee representation per country will be as follows:

UK / Ireland	4 members
France	4 members
Germany	3 members
Italy	3 members
Spain	2 members
Belgium	2 members
Greece	1 member
Portugal	1 member
Holland	1 member
Finland	1 member

3.7 In the event of a change in the structure of the Division producing an imbalance between the Member States represented, Divisional Management may put forward proposals for discussion regarding amended representation.

3.8 Following completion of the selection process the appointment(s) for each Country must be confirmed to the appropriate Regional Human Resources Director who will inform Divisional Management.

3.9 Where a Member leaves the employment of the Division, or loses mandate under National arrangements, membership of the Forum shall cease immediately and either the selection process will be re-launched or a Substitute may replace the Member for the balance of the term, according to National arrangements.

Substitutes

3.10 The National selection process may provide for the appointment of not more than one Substitute for each Employee Member, covering the same term of office, who may attend a meeting where the Member is unable to attend due to sickness or vacation.

3.11 Unless a new member has been selected the Substitute will be invited to attend for the balance of the term where a Member is unable to complete the full term of office, excluding temporary incapacity. Divisional Management must be informed of the circumstances and give its agreement to the replacement/substitute taking office in advance of the next following meeting. No "doubling-up" or "rotation" will be permitted.

4. Meetings

Forum Meetings

4.1 The Forum will meet once a year, the timing to coincide as closely as possible with the announcement of annual results. A special meeting of the Forum may also be called by the Division in exceptional circumstances involving significant transnational issues.

4.2 The proceedings will normally be conducted in English, the business language of the Division, and simultaneous interpretation will be provided where necessary for the effectiveness of meetings.

Agenda

4.3 Divisional Management will provide information on the performance of the Division.

4.4 Employee Members may put forward additional items for consideration by notifying the Co-ordinator/Secretary at least 6 weeks before the date of the meeting. Any special subjects requiring special preparation, will be put forward by the Sub-Committee in October (see 5.2.6). All items for consideration must be strictly within the competence of the Forum, and no other items will be accepted.

4.5 The Agenda will be sent to all members to reach them not later than 4 weeks before the meeting

Employee Members' Pre-meetings

4.6 Facilities will be provided for a full-day pre-meeting of Employee Members on the day before the annual Forum meeting which may be attended by 2 external advisers chosen by them. Simultaneous translation facilities will be provided for the pre-meeting.

4.7 Following consultation, these advisers may be invited to the Forum meeting as observers provided that they are trade union officials nominated on the basis of a continuing relationship with the Division.

4.8 The pre-meeting will include a financial presentation by an appropriate independent organisation based on publicly available information concerning the Division.

4.9 During the 4 year term, facilities will be provided for a total of 2 days of appropriate Member Training immediately preceding the normal pre-meeting. The programme for such training will be subject to agreement with Divisional Management.

Minutes

4.10 Jointly agreed Minutes will be published in English, the business language of the Group, which shall be the only definitive record of the proceedings. Translation will be undertaken by the Division to meet the needs of each country.

4.11 A jointly agreed Bulletin containing a short summary of the proceedings will also be issued immediately after each meeting.

4.12 Distribution of information on Forum discussions will be the responsibility of the Division. The Co-ordinator/Secretary will send agreed communications to all Forum Members and to all EU locations through existing channels of communication as soon as possible after each meeting, so that employees are kept informed.

5. Administration

5.1 The Forum Co-ordinator/Secretary will be responsible for making all administrative arrangements on behalf of the Division which will meet the cost of facilities for Forum Meetings and Employee Members' Pre-meetings, including essential interpretation and translation facilities.

5.2 The Employee Members will appoint an Administration Sub-Committee comprising 3 of their number, each from a different country, to carry out the following functions in close liaison with the Forum Co-ordinator/Secretary:

- 5.2.1 Put forward and agree Agenda items requested by the Members (4.4 above), and any queries arising from Pre-meetings.
- 5.2.2 Agree Minutes and Bulletins following Meetings (4.10 and 4.11 above)
- 5.2.3 Notify details of external advisors whom the Members propose to involve in meetings at least 2 weeks beforehand.
- 5.2.4 Request a special meeting of the Forum in exceptional circumstances.
- 5.2.5 Discuss any other detailed administration issues arising in relation to Meetings and Pre-Meetings, and where appropriate assist with arrangements on request.
- 5.2.6 Meet with the Divisional Human Resources Vice President during each October for a review/update of current events and to identify any special subjects to be included in the following year's annual Forum Meeting. If the need arises, other meetings can be called by mutual agreement.

Members' Expenses

5.3 Attendance of Members at official meetings of the Forum, including Pre-meetings, will be treated as company business; reasonable travel and accommodation

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expenses will be met accordingly and normal salaries will be maintained during necessary absence for this reason.

5.4 The Division will also meet the reasonable travel and accommodation expenses of two external advisers, referred to in 4.6 and 4.7 where they are trade union officials nominated on the basis of a continuing relationship with the Division.

6. Confidentiality

6.1 Members of the Forum may not divulge to any other person confidential or commercially sensitive information which is specifically provided by the Division on a confidential basis. Proven breaches will be dealt with through National laws and/or procedures.

7. Protection of Employee Members

7.1 Employee Members and their Substitutes shall not be adversely treated in respect of the discharge of their offices under this Agreement. Further they shall be covered by those same protections provided for employee representatives by National legislation, practice and any agreement in their country of employment.

8. Period of Agreement

8.1 On expiry of the original 6 year term on 10 September 2002, this Agreement will run uninterrupted for a further period of 4 years from that date.

8.2 On expiry of this period on 10 September 2006, it will run for a further 4 year term unless modified by mutual agreement, or revoked by notice of the Division, or by a 2/3rds majority of the Employee Members, given in writing at least 6 months before the expiry date.

9. Interpretation

9.1 This agreement is to be interpreted in accordance with French Law, under the legal jurisdiction of France.

9.2 For all purposes the French language version of the Agreement shall be the definitive text.

9.3 The signatories intend the Agreement to be an "accord d'entreprise signé avant l'entrée en vigueur de la loi de transposition" for purposes of article 13 of the European Directive 94/45/EC, supplemented by European Directive 97/74/EC, and Chapitre X du Code du travail of France, and in the event of any actual or potential non-compliance they undertake to jointly review the relevant provisions without interrupting the period of application. Further it is intended that the timing and content of any subsequent renewal should maintain its legal status in this respect.

October 11, 2002



CROWN CORK & SEAL

European Division
Le Colisée I, rue Fructidor, F-75830 Paris Cedex 17
Tel: (33) 1 49 18 40 00

RATIFICATION OF THE CROWN EUROPEAN FORUM in execution of the principle agreement reached on October 11, 2002 between the Management of the European Division and the European Trade Union Federations representing their affiliates recognised by Crown Cork & Seal Companies in the European Union.

This document of ratification and the document "Crown European Forum - Extension of the Period of the Agreement for a Further Term and Other Changes to the Constitution" have to be considered as a single agreement. The signatories below are each duly selected Employee Members of the Forum representing all employees in the Member State from which she/he appointed, singly or jointly with other Members from that country, or duly appointed to sign the ratification document on behalf of the employees of the same country.

For the Division

Peter Calder
Senior Vice President
Human resources

For the Employees

Belgium

Luc Meersman

Dirk van Gorp

Finland

Jari Pekkinen

France

Jean-Pascal Dufour

Raynald Maquin

Jean-Luc Neveu

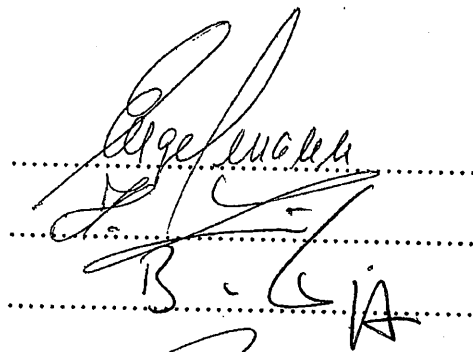
Christiane Thorel

Germany

Günter Engelmann

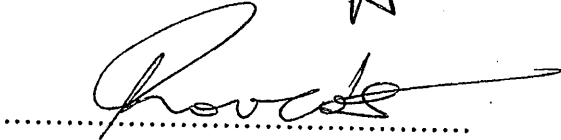
Harry Lüs

Berthold Trippen



Greece

George Kontos

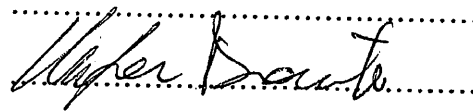


Italy

Giancarlo Guidoboni

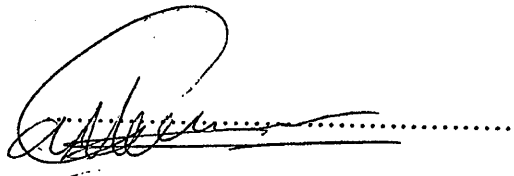
Dante Unfer

3rd Member not yet selected



Netherlands

Guido van Meerbeek



Portugal

Member not yet selected

Spain

Cristobal Navarette

Juan Palazon Carbonell



UK & Ireland

John Ball

John Gillespie

Peter Walker

Peter Wilkowski

