

Agreement concerning the duties of the European Works Council (EWC)

between the

Senior management of Impress Metal Packaging Group BV

and the

Special Negotiating Committee of the companies of the
Impress Metal Packaging Group BV

With respect to the duties of the European Works Council, the following has been agreed.

The EWC shall be set up to serve as an information and hearing committee for all employees of the companies and business units.

The establishment of the EWC shall take place on the basis of the directives of the Council of the European Union 94/45/EC dated 22.09.1994 (RL), with due regard for the activities of Impress Metal Packaging Group BV in all of Europe.

§ 1 Area of Validity

1.1

The agreement shall apply to all employees of the companies of Impress Metal Packaging Group BV in the EU States.

1.2

The companies that make up Impress Metal Packaging Group BV are the ones established within the EU over which Impress Metal Packaging Group BV exercises majority control. The negotiating rules established in section 3 subsection 2 of the RL shall apply to the capacity to exercise majority control.

1.3

The senior management of Impress Metal Packaging Group BV shall keep the EWC continually informed, by means of supplements to the overview provided in enclosure 1, of all developments within the companies/business units covered by this agreement.

§ 2 Cooperation

The senior management of Impress Metal Packaging Group BV and the European Works Council shall work together in an atmosphere of good relations, with deference for mutual rights and obligations. To ensure this, all sessions of the European Works Council, including preparatory sessions and those of the executive committee shall be translated simultaneously (without headphones) into the languages represented. The interpreters shall be selected, in so far as available, from the staff of Impress Metal Packaging. If this option does not exist, professional interpreters shall be called in. The internal interpreters may not hold executive positions.

The parties agree that, following the initial EWC meeting, the effectiveness of the simultaneous translators shall be evaluated. A decision will then be taken in close consultation.

§ 3 Passing on Information and the Confidentiality Requirement

3.1.

In their own countries, the members of the EWC shall inform the employees or the employees' representatives of the companies who delegated them, in a suitable manner, about the contents and results of the hearings and the information.

3.2

The members of the EWC shall be required not to pass on company secrets*, which they encounter in their capacities as members of this committee and which the employer emphatically considers confidential, to third parties. This shall remain in effect after they have left the EWC. Experts called in by the EWC shall similarly be subject to this confidentiality requirement.

The confidentiality requirement shall not apply within the EWC, nor to internal employee representatives who are subject to confidentiality requirements in their respective countries, or to employee representatives on the supervisory board and conciliation boards.

* Company secrets are facts that relate to the technical or economic activities of the corporation, which are only known to a limited number of persons – therefore, not generally known – in accordance with the expressed desire of the senior management of Impress Metal Packaging Group BV should be treated confidentially in the interests of the company or the corporation.

Examples: customer files, data about technical procedures or defects in goods produced, sales plans, calculations, on-the-job inventions, engineering drawings, etc.

§ 4 Summary

4.1

The countries below are currently represented in the European Works Council, by the number of delegates shown:

Belgium:	1 delegate
Germany:	4 delegates
France:	2 delegates
Italy:	2 delegates
Netherlands:	2 delegates
Spain:	1 delegate
The UK	2 delegates

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4.2

The number of delegates shall relate to the number of employees in the countries concerned and shall be determined in accordance with Dutch law pertaining to the establishment of a European Works Council (16.2), as follows: 'When there are 5,000 or more employees, the European Works Council shall have one member for each Member State in which the employees are working, with one, three, six or nine supplementary members for each Member State in which one-tenth, one-fourth, one-half or three-fourths of said employees are working'.

4.3

If, due to special circumstances in a country, major structural changes in a company or in various business units, or with respect to the number of employees in a country or because of new businesses / countries, there is an apparent need to deviate from existing rules, in such cases an appropriate change in rules should be agreed by the parties. Until such time, the existing rules shall remain in force.

Non EU countries that join the EU at a later date shall immediately be incorporated in the European Works Council.

4.4

Only members employed by the companies concerned can be elected and serve as democratically accredited employee delegates. Trade union officials, represented in company bodies and empowered by the laws of the countries concerned, may also serve as members.

4.5

The senior management of the company may not appoint any members.

4.6

The selection of members for the EWC shall take place according to legal principles or practices of the countries concerned of the operations of the companies involved.

4.7

The staffing of the EWC shall be reported to the senior management of Impress Metal Packaging Group BV. This also applies to substitute members of the EWC.

§ 5 Term of Office

5.1

The regular term of office of the EWC shall be for a period of four years.

5.2

Elections shall be organized by the Special Negotiating Committee (later, "the presidium") in consultation with employee representatives from the countries concerned. An invitation for the constituent assembly shall follow immediately after the holding of elections by the Special Negotiating Committee (later, "the presidium").

5.3

In the event of termination of the term of office, for example, due to the loss of personal qualifications, the succession rule according to paragraph 4 of this agreement shall go into effect.

§ 6 Information and Hearings

6.1

The EWC shall have a voice in and receive information concerning the affairs of the managing company in its entirety or of at least two of the companies / operations represented in the countries concerned. The senior management of Impress Metal Packaging Group BV shall provide timely information to the EWC twice annually about the themes mentioned in subsection 2 and the resulting perspectives of the operation.

6.2

The information and hearings should pertain particularly to the following:

- the structure of Impress Metal Packaging Group BV
- its economic and financial position
- expected business, production-related and sales developments
- the personnel situation and expected developments thereof
- investments
- radical changes within the organization
- the introduction of new working or production methods
- relocation of production
- mergers, cut-backs or closings of operations, companies or major parts of such units
- mass redundancies
- questions concerning labor safety and environmental protection
- production and investment programs
- cost-cutting plans
- other processes or plans that could have an impact on the interests of the employees of the operation.

6.3

Furthermore, the executive committee of the company should notify the European Works Council or the select committees without delay of any special circumstance or planned closing that could have a major effect on the interests of the employees at a minimum of two of the common companies or company divisions that are part of a common company or division in the various.

Member States, particularly in relation to the relocation or closing of operations or to mass redundancies.

6.4

The senior management of Impress Metal Packaging Group BV shall inform the EWC by means of information and announcements normally available to the EWC (e.g. annual reports, half-yearly reports, personnel and social announcements).

Any written explanations or other documentation required for the meetings shall be made available in a timely fashion. With regard to the need for translating the data into the country language concerned, a case-by-case review will be made in consultation between the senior management and the presidium.

6.5

The EWC may at any time make proposals for themes that require further discussion or which are central points, about which the senior management of Impress Metal Packaging Group BV shall likewise provide information to or hold hearings with the EWC.

6.6

In the event that extraordinary circumstances should arise, which could substantially affect the interests of the employees, the EWC shall be entitled to hold meetings and to receive details and express its view on such measures. Such a hearing for the purpose of information and hearings shall follow immediately, based on an announcement by the senior management, to which the EWC shall adopt a position and respond within a reasonable period of time.

§ 7 Hearings

7.1

The EWC shall meet twice per calendar year. At least once per calendar year, the senior management of Impress Metal Packaging Group BV shall participate in the hearings of the EWC.

The venues for the hearings shall be determined by the EWC chair in consultation with the presidium and the senior management. The agenda shall be drawn up after conferring the members of the EWC and the senior management. The time and duration of the EWC hearings – in keeping with the agenda – shall be arranged in consultation between the EWC and the senior management. Before and after the hearings, the EWC shall be entitled to hold internal hearings with senior management.

7.2

The senior management of Impress Metal Packaging Group BV, in so far as effective, shall provide assurances to the members of the EWC that they shall receive all information, data and documentation they require for the proper conduct of their duties as members of the EWC properly, directly from the management of the international operations / companies.

Themes that relate primarily to a single country shall be subordinate to the practices of the local management concerned and shall be dealt with in accordance with said management's methods of information and communication.

7.3

During the hearings, the secretariat shall record the minutes. The minutes shall be translated into all the languages concerned.

§ 8 Cooperation within the European Works Council

8.1

The EWC shall be entitled to choose its own presidium. The presidium may consist of no more than three members. The EWC may establish committees to deal with important matters, which shall consist of no more than three members each.

8.2

A secretariat shall be provided to assist the EWC. The time and organizational scope required for this shall be determined in mutual consultation between the senior management and the chair of the EWC.

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8.3

The EWC and the presidium may call upon experts of their choosing, in so far as this is necessary for the proper conduct of their duties. The obligation to assume the cost (paragraph 9 of this agreement) shall normally remain restricted to one expert per agenda item.

8.4

The EWC shall be entitled to establish its own by-laws, as decided by a majority vote of its members. The EWC or its presidium shall provide a draft of said by-laws to the senior management of Impress Metal Packaging Group BV before a decision has been taken.

§ 9 Expenses

The company as a whole shall pay the expenses incurred by the activities of the EWC. This particularly applies to the cost of interpreters, translations, travel and accommodation expenses of the members of the EWC, the cost of experts and to the qualification measures required in the framework of EWC activities.

reasonable

§ 10 Safeguarding Members of the European Works Council

The members of the EWC and the secretariat may not be impeded in their activities. They should not be subject to any benefit or disadvantage due to their activities in the EWC.

§ 11 Changes in the Agreement

In the event of radical changes in the structure of Impress Metal Packaging Group BV, or in the number of companies / operations, negotiations shall take place with respect to modifying this agreement accordingly.

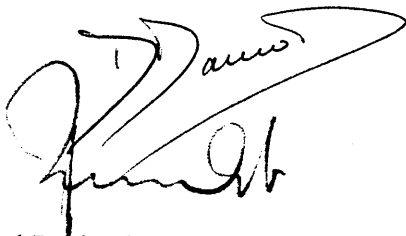
§ 12 The Period of Validity of this Agreement

This agreement shall go into effect upon signing and may be terminated with a twelve-month term of notice from the end of any calendar year, commencing 31 December 2001.

In the event of termination, negotiations shall take place between the EWC and Impress Metal Packaging Group BV. This agreement shall remain in force until such time as it is replaced by a new agreement.

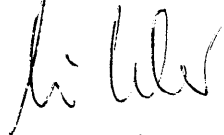
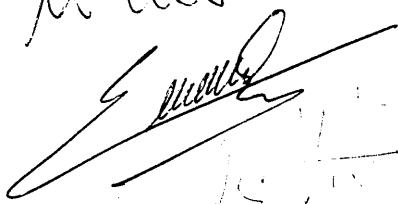
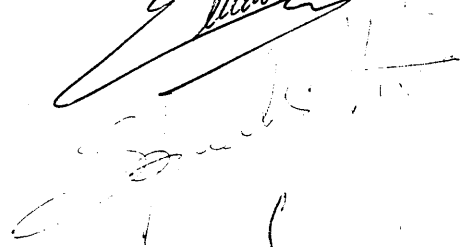
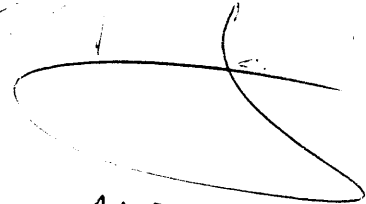
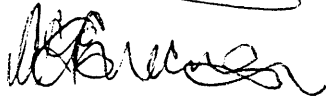
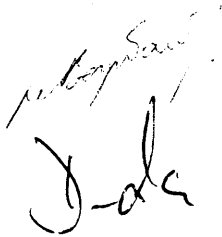
Amsterdam, the Netherlands, shall provide the forum for such negotiations.

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Impress Metal Packaging Group BV

The Special Negotiating Committee

Enclosure to the company agreement:

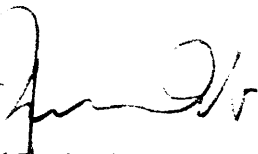
“Agreement concerning the duties of the European Works Council (EWC)”


The inclusion of non-EC countries

In non-EC countries where Impress Metal Packaging Group BV has branches, the presidium of the EWC shall be entitled to inform the democratically elected works councils or similar employee organizations (in so far as they exist) once a year about the substance of the EWC activities.

The senior management of Impress Metal Packaging Group BV shall arrange the hitherto required exemption and shall assume the expenses. reasonable

If, in addition to this, there should be a need to provide further information on the spot, a decision shall be taken after conferrals and presentation of the reasons in consultation between the senior management of Impress Metal Packaging Group BV and the presidium of the EWC.

19.05.98 
Impress Metal Packaging Group BV



The Special Negotiating Committee

