

UNISYS

Unisys European Works Council Agreement

9 November 2002

Gelöscht: 6

Gelöscht: November

Gelöscht: 1998

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1. AGREEMENT

1.1. INTENT

This Agreement modifies and updates the Unisys European Works Council (EWC) Agreement, dated 6 November 1998.

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Gelöscht: for UNISYS.

1.2. PARTIES

1.2.1. EWC MEMBERS

Every EWC member declares that he or she has been duly and properly elected or appointed in accordance with the Directive, the EWC Act and applicable national EWC legislation, and such appointment or election has not been revoked. The EWC members are listed in Appendix 2.

Gelöscht: SPECIAL NEGOTIATING BODY (SNB)

Gelöscht: SNB

Gelöscht: of the SNB

1.2.2. REPRESENTATIVE AGENT

The management of Unisys Corporation has nominated its Country Manager, Netherlands, Vice-President and General Manager Europe, resident in the Netherlands, as its designated Representative Agent to carry out the rights and obligations of the Unisys Group of European companies under the Directive.

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Gelöscht: Country Manager of Unisys Nederland N.V.

1.2.3. DELEGATION

The Representative Agent may in his/her sole discretion delegate any authority or obligation under this Section of the Agreement to any other Executive he/she deems appropriate. The EWC will be advised of such delegation in writing or by electronic mail.

1.3. SCOPE (EXTENT)

1.3.1. RELEVANT STATES

The scope of this agreement includes all companies and undertakings belonging to the Unisys group of companies in Europe. These countries are listed in Appendix 2 and will be referred to jointly as “the Relevant States” or individually as “Relevant State”.

1.3.2. UNISYS COMPANIES

A Company or undertaking belonging to the Unisys group of European companies will be considered a company or undertaking over, which Unisys Corporation can exercise a dominant influence as set out in the Directive and the EWC Act. Such companies will hereinafter jointly be referred to as “Unisys Companies” and individually as “Unisys Company”. Unisys Companies are listed in Appendix 4.

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1.3.3. EXTENSION TO THE DIRECTIVE

If the Directive is extended in accordance with applicable EU procedures, during the term of this agreement to any other European country, any Unisys Company as described in paragraph 1.3.2 will fall within the scope of the Agreement to the extent provided for in the language of the extension.

1.3.4. NEW UNISYS COMPANIES

Any company in a Relevant State that becomes a Unisys Company after the effective date of this Agreement shall, ~~immediately upon~~ becoming a Unisys company, fall within the scope of this Agreement. ~~Steps will then be taken to elect or nominate, as the case may be and in accordance with the terms of this Agreement, any additional EWC members that may thereby be required and there shall be no breach of this Agreement so long as such process has been completed within 9 months of the Company falling within the scope. Any Company in a Relevant State that is no longer a Unisys Company shall, with immediate effect, no longer fall within the scope of this Agreement.~~

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1.3.5. EMPLOYEE DEFINITION

In order to determine if a person qualifies as an employee of a Unisys company for the purposes of this Agreement, reference is made to the definition of the term “employee” in the national legislation of the Relevant State where the person has their employment contract with Unisys.

1.3.6. EMPLOYEE REPRESENTATIVES

For the purpose of this Agreement “employees representatives” means the “employees representatives” as provided for by the national laws and/or practice as they apply in each country to Unisys and who also meets the requirements of Section 1.3.5.

1.4. LANGUAGE

1.4.1. PREVALENCE OF THE ENGLISH VERSION

The interpretation of the English version of this Agreement will prevail over any translation of this Agreement into another language.

1.5. DURATION & RENEWAL

1.5.1. DURATION

This Agreement is entered into for a fixed period of 4 years, from 9 November ~~2002~~ to 9 November 2006.

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1.5.2. RENEWAL

Subsequently, it will be renewed for the same period, unless either the EWC or the Representative Agent has notified in writing or by electronic mail the other party at least six months prior to the expiration date of its intention to re-negotiate the contents. During the re-negotiation period this Agreement remains applicable.

1.5.3. AGREED AMENDMENTS

The agreement may be amended in writing, during its term, with mutually agreed changes, if both parties concerned deem it appropriate and necessary. The employee representatives will represent the employees in such an amendment.

2. EUROPEAN WORKS COUNCIL

2.1. OBJECTIVE

2.1.1. CREATION

The EWC will be created and will be comprised of Employee representatives from the Unisys Companies.

2.1.2. PURPOSE

The EWC will be informed and consulted on major transnational issues in accordance with the provisions of this Agreement. The competence of the EWC shall be limited to information and consultation on the matters set out in 2.3.3. Management's agreement to the coverage set out in 2.3.3 is without prejudice to its autonomy to manage the Business (article 6.2 of the Directive).

2.2. REPRESENTATION

2.2.1. EMPLOYEES

2.2.1.1. MANDATE

The EWC shall be composed of employee representatives of the Unisys Companies. An EWC member will be elected or nominated in accordance with the EWC-law of their Relevant State, or in accordance with local Unisys Works Council or national practice as it applies to Unisys in that Relevant State.

2.2.1.2. DEPUTIES

An EWC or supplementary member who is unable to attend the meeting, may be substituted by an employee representative from their Relevant State elected or nominated in accordance with the EWC law of their Relevant State, or in accordance with local Unisys Works Council or national practice as it applies to Unisys in that Relevant State. Except when acting as a substitute, the deputy does not attend the meetings.

Gelöscht: 1.5.3. CHANGE OF REPRESENTATIVE AGENT¶

¶ Notwithstanding the nomination made by Unisys Central Management set out in Section 1.2.2, the Central Management of Unisys intends to nominate the Country Manager of its UK subsidiary as its Representative Agent. Should differences exist in the competency of the parties as set out in this agreement and under UK EWC legislation, the parties will inform and consult to resolve such differences for a period of no more than 6 months prior to the U.K becoming Representative Agent.¶

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Gelöscht: However, for the purpose of a smooth start of the EWC, where possible the members of the SNB who participated in the negotiations relating to this Agreement will be the founding members of the EWC.

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2.2.1.3. MEMBERSHIP OF THE EWC

Membership shall cease if an EWC member ceases to be employed by a Unisys Company in the Relevant State they represent. Membership shall also cease if the EWC member ceases to be an employee representative, elected or nominated in accordance with local Unisys Works Council or national practice as it applies to Unisys in that Relevant State. In these cases, a new member may be appointed or elected, in accordance with local Unisys Works Council or national practice as it applies to Unisys in that Relevant State.

2.2.1.4. NUMBER OF REPRESENTATIVES

The EWC, which represents the combined employee population of all Relevant States, shall consist of one member for each Relevant State as recognised under Section 1.3.1, and one or two supplementary members for each Relevant State in which at least a quarter or a half respectively, of said combined employees are employed.

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For each Relevant State in which at least 5% of said employees are employed, an additional member will be elected or nominated in accordance to article 2.2.1.2. This additional member will only attend standard meetings and will not be eligible to vote there, unless deputising for the EWC Member or one of the supplementary members for that Relevant State which the additional member represents.

The number of representatives will be kept under review in light of business developments such as business reorganisations, acquisitions or disposals of businesses. If Unisys should dispose of a Company or undertake business reorgainsations affecting the number of said employees for a Relevant State, the number of existing representatives for the affected Relevant State shall be adjusted accordingly. This review will occur at least every two years.

2.2.1.5. TERM OF OFFICE

The term of office of each representative will be based on existing national law. Where this does not exist, representatives will have a term of office of four years, which may be renewed.

Gelöscht: , which may be renewed.

2.2.1.6. PROTECTION OF THE EMPLOYEE REPRESENTATIVES

Unisys regards participation in the EWC by employees as a positive contribution to their personal development and a contribution to the ongoing success of the business. No employee shall thus in any way be discriminated against, dismissed or be subject to duress by UNISYS or any other Unisys employee as a result of his/her participation in the activities of the EWC. The employee representatives shall be protected according to the provisions in the national legislation of their Relevant State

2.2.1.7. TIME SPENT ON BEHALF OF THE EWC

The time spent by the EWC member to carry out his/her responsibility as an employee representative for the EWC, is regarded as normal working time, and the Unisys Company employing the EWC member, shall pay normal salary and benefits for such time, in accordance with national law and/or practice as they apply in each country to Unisys.

2.2.1.8. PROTECTION

This Agreement is without prejudice to employees' existing rights to information and consultation under national legislation and any applicable collective agreements.

2.2.2. CENTRAL MANAGEMENT

2.2.2.1. THE EUROPEAN MANAGEMENT COUNCIL

For the purpose of this agreement Central Management shall be represented by the European Management Council (EMC) consisting of the Representative Agent, the Vice President and General Manager UKMEIA and the Human Resources Director AEME.

2.2.2.2. DELEGATION

The EMC may at all times at its sole discretion delegate any authority or obligation under this Agreement to any Vice President or Regional Manager of one of its Business Units, Country Managers, Human Resource Country Managers, or any other executive it deems appropriate. The EWC will be advised of such delegation by the EMC in writing or by electronic mail.

Gelösch: European Management Council¹ (EMC). The EMC will consist of the European Vice Presidents and General Manager of the Business Units, the Head of European Large Accounts, the European Head of Support Services, the Head of HR European Operations, the

Gelösch: Employee and Labour Relation Manager in Europe.¶

Gelösch: Business Unit Regional Managers

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2.3. INFORMATION AND CONSULTATION

2.3.1. INFORMATION

Information is a one-way process of passing facts and views to the other party. Both management and employee representatives are entitled to receive information relating to the issues outlined in 2.3.3.

2.3.2. CONSULTATION

Consultation is the process of exchanging views in good faith, between the employee representatives and the management resulting in a dialogue and / or constructive discussion, entered into in a timeframe such that management has the opportunity to take the EWC's views into account before a final decision is made, within the scope of this agreement. Whatever decision is reached, the EWC is entitled to be informed about the way in which its views and recommendations have been taken into account in the final decisions by management.

2.3.3. ISSUES DISCUSSED

The EWC shall be informed and consulted, as per section 3, about issues relating to economic, financial and social matters of a transnational nature affecting the interests of a significant number of employees, and relating to at least two Unisys companies operating in at least two different Relevant States, including:

- the European performance of the Unisys group and its business units in the Relevant States as a whole during the preceding year and the management prospects for the coming year;
- developments in production, sales, marketing, employment, staffing and European organizational structure;
- trends in working methods and processes;
- new management operating processes;
- the application of corporate policies and philosophy to Europe;
- fundamental changes in organization in the Relevant States, by way of example;
 - transfer of companies, firms or substantial parts of companies;
 - reductions or closures of companies, firms or substantial parts of companies;
 - merger and joint ventures, planned mass redundancies.

2.3.4. CONFIDENTIALITY

2.3.4.1. PREJUDICIAL INFORMATION

The EMC, shall not, and shall never be under the obligation to transmit or disclose information to the EWC when its nature is such that it would, seriously harm or be prejudicial to the functioning of Unisys.

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2.3.4.2. DISCLOSURE

Prior to dealing with the information for which it imposes the confidentiality requirement, the EMC, will issue a statement as early as possible noting the grounds for imposing the confidentiality requirement, the duration involved and whether there are persons who are not obliged to maintain such confidentiality. Any member of the EWC shall keep confidential, and shall not disclose or copy to any third party, any and all proprietary information and business secrets which it learns in its capacity as an EWC member, as well as all matters designated confidential or whose confidential nature the EWC member ought to appreciate in the light of the confidentiality requirement being imposed.

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2.3.4.3. BREACH OF CONFIDENTIALITY

Every EWC member who breaches directly or indirectly the duty of confidentiality or non-disclosure as set out above may be prohibited from any further participation of the EWC and membership may be discontinued. Such EWC member shall be replaced in accordance with the procedures as set out in 2.2.1.1 for the remaining term of office.

2.3.4.4. EXPERTS

Disclosure of proprietary or confidential information to experts will be on a limited basis related directly to the subject matter for which the expert has been engaged and only to the extent necessary for the expert to carry out the consultation to the EWC. If requested by the EMC, the EWC will require the expert to sign a Confidentiality and Non-Disclosure Agreement in advance of any such disclosure.

3. MEETINGS

3.1. EWC AND THE EUROPEAN MANAGEMENT COUNCIL (EMC)

3.1.1. STANDARD MEETINGS

The EWC and the EMC will meet twice per annum at a date determined by the Coordination Body. The second meeting will be convened approximately 6 months after the first meeting. The duration of meetings between the EWC and the EMC shall provide sufficient time to cover all the items on the agenda. It is expected that such meetings will normally last no longer than two days, including the preparation meetings.

3.1.2. SPECIAL MEETINGS

Whenever the EMC wants to inform or to consult the EWC, it is free to do so, in the way that is most appropriate.

In exceptional circumstances that may occur in between regularly scheduled EWC meetings, when an issue arises as specified in 2.3.3., which will affect employee interests to a great extent for at least two Unisys companies operating in at least two different Relevant States, the EMC will inform the EWC members and can request the Coordination Body to set-up a special meeting or an alternative means of communication such as conference call, E-Mail, etc., between the EWC and the EMC.

On condition that it can be assured that the concerned issue cannot arise in another Relevant State, the Coordination Body can inform all EWC members but decide to invite only the EWC members from the Relevant States that are directly involved in the issue.

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The EWC, by simple majority, can request the Co-ordination Body to call a special meeting relating to items in paragraph 2.3.3, where the

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consequences will have a substantial impact on the organization and its employees before the next planned meeting. The Coordination Body, if they decide to do so, under 3.2, will set-up the requested meeting so that information and consultation on the concerned issues is still relevant. Should the decision not be unanimous, then the chairman of the EMC will evaluate the request and supply a response within 48 hours. If that response is negative full reasons for the rejection will be supplied to the EWC.

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This meeting will not affect the prerogatives of the EMC.

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The agenda and the minutes of the special meetings will be distributed to all EWC and EMC members.

3.1.3. EWC PREPARATION MEETING

Before all meetings, the EWC is entitled to meet without the EMC being present. At the preparation meeting, the EWC may, at their discretion and after having informed the EMC, have recourse to any expert they consider necessary to fulfil their responsibilities. The preparation meeting shall be held the day before the meeting with the EMC. In addition, preparatory time can be used through the existing confidential database established for this purpose.

3.1.4. LOCATION

The Co-ordination Body shall determine at which location a meeting between the EWC and the EMC and the preparatory meetings of the EWC will be held and shall make the arrangements for the same.

3.1.5. CHAIR

The standard or special meetings between the EWC and the EMC shall be chaired alternately by a member of the EMC and a member of the EWC.

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3.1.6. EXPERTS

An expert consulted by the EWC in accordance with paragraph 4.1 is only entitled to attend a meeting between the EWC and the EMC during the agenda point on which he/she has rendered or will render his/her expert advice.

3.2. CO-ORDINATION BODY

In order to facilitate smooth information and consultation procedures as provided for in this Agreement, a Coordination Body has been established. The Coordination Body is composed of one member of the EMC and three members of the EWC, appointed by the EWC. The Coordination Body will have the tasks as reflected in this Agreement and will decide unanimously. The Coordination Body shall meet as required which is typically once every two months. The venue for these meetings will be agreed upon by the members and will reflect the need

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Gelöscht: the Employee and Labour Relation Manager in Europe or his/her European representative, and 2 EWC members appointed by the EWC.

to minimise travel expenses and time. The EMC reserves the right to add up to one additional member to the Co-ordination Body, in its sole discretion.

3.3. AGENDA & MINUTES

3.3.1. DRAFT AGENDA

The Coordination Body will draw up the draft agenda for the meetings between the EWC and the EMC. Any EWC or EMC member may make suggestions for the agenda.

3.3.2. FINAL AGENDA

The Coordination Body will send the final agenda for the meeting to each EMC member and/or their delegates and to each EWC member and/or their delegates in writing at least ten working days prior to the date of the meeting.

3.3.3. RELATED INFORMATION

The EMC or the EWC will provide the Coordination Body in a timely manner with all relevant written information regarding agenda items. This information will be provided so that it can be supplied to the EWC members and the EMC together with the agenda.

3.3.4. MINUTES

A secretary designated by the EMC will prepare minutes of meetings between the EWC and the EMC. The minutes should give a fair reflection of the discussions held during meetings. The Coordination Body will distribute the minutes to the EWC members and to the EMC as soon as they become available.

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3.4. INFORMING THE EMPLOYEES

3.4.1. INFORMATION DISTRIBUTION

After each EWC meeting, the Coordination body shall prepare a memorandum that summarises the discussions. This memorandum will not contain information that was given to the EWC members under the confidentiality requirement. Within 2 weeks after the meeting, this memorandum will be sent to each EWC member for distribution to the employee representative bodies in its Relevant State or where such bodies do not exist, for distribution to the employees.

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3.4.2. ELECTRONIC MAIL

An electronic mail address will be available to allow employees to mail EWC members directly.

3.5. TRANSLATION

3.5.1. MEETINGS

On request by an EWC member, simultaneous translation for a given language shall be provided at all meetings of the EWC, including the meetings with the EMC. The meetings with the Coordination Body will be held in English.

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3.5.2. DOCUMENTATION

The agenda, minutes, memorandum and any other written materials and documentation, will be made available in English. Unisys will provide translation of this material into the native language if it is necessary.

3.5.3. LANGUAGE TRAINING

The Coordination Body may propose to the EMC that certain EWC members receive training in English in order to improve their skills in this field. Unisys will meet the costs for this training.

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4. FINANCIAL & MATERIAL RESOURCES

4.1. EXPERTS

Unisys will meet all reasonable expenses connected with the provision of the experts. The EWC will inform the EMC before engaging an expert. The EMC may withhold its approval if the requested expert does not have the required credentials, has a conflict of interest, for sound business reasons and/or if the fee proposal of the expert is not considered to be reasonable.

4.2. PERSONAL COSTS

The Unisys Company to which the EWC member belongs will reimburse reasonable costs and expenses incurred by the EWC members, relating to the functioning of the EWC, in accordance with its local travel policy.

5. GOVERNING LAW

5.1. GOVERNING LAW

Dutch law shall be the governing law of this Agreement and shall govern over any dispute which may arise with regard to the interpretation, the implementation or the termination and expiration of this Agreement.

Gelöscht: During the time that the Netherlands is Unisys Representative Agent, the Dutch law shall be the governing law. When the UK becomes Unisys Representative Agent the UK

5.2. TO AVOID DISPUTES

The parties will make good faith efforts to resolve any dispute prior to resorting to legal process.

5.3. ILLEGAL OR UNENFORCEABLE PROVISIONS

If any provision or section of this agreement is found to be illegal or unenforceable, that will not affect the legality and or enforceability of all other provisions and sections of this agreement.

Gelöscht: The complete agreement consists of all provisions and sections starting with <<1.1 Intent through 5.3 Illegal or Unenforceable Provisions>> including four (4) Appendices: 1. Definitions; 2. List of SNB Members; 3. The European Management Council; 4. List of Unisys Companies

UNISYS EUROPEAN WORKS COUNCIL AGREEMENT
Signatures 9 November 2002

The European Management Council.

Helmut Hoitz

Brian Hadfield

Frank Kaalen

The European Works Council.

Herbert Schreiber

Roger Cimpaka-Kapeta

Zan Heyninck

Axel Hansen

Aaro Liukola

Jean Pierre Mongodin

André Rembaud

Bernd Froebe,

Hans Wille

Giuseppe Galletti

Dovi Bruno

Ad Heijma

Aad Vreeken

Anne Margrethe Lund

Antonio Rosa

Maricarmen Merino

Sven-Olov Johnsson

Jean-Michel Baechler

Philip Cross

Peter Hill

Colin Zealley

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