

MINUTES

2002-12-16

Parties: Vattenfall AB Negotiation delegation EWC-Vattenfall

Subject: **Amendments and additions to agreement concerning EWC-Vattenfall**

1 §

Vattenfall AB and the special negotiation delegation, appointed by the employee representatives of the Vattenfall Group to conduct negotiations concerning European Works Council (Negotiation delegation EWC-Vattenfall), agree upon amendments and additions to Agreement 1998-09-08 concerning European Works council within Vattenfall (EWC-Vattenfall). The agreement is based upon Swedish Act (1996:359) concerning European Works Councils and is attached in its present form including amendments and additions to these minutes, see appendix.

2 §

The parties agree that the aim of the agreement concerning EWC-Vattenfall is to enhance the involvement of the employees by providing opportunities for information and consultation with Vattenfall's employees in Europe. Vattenfall's Group management thereby provides information and opportunities for consultation on transnational issues.

Vattenfall's vision is to be a leading European energy company. The parties regard EWC-Vattenfall as a natural means of communicating vital issues for the success of the Group.

The parties agree that EWC-Vattenfall and the meetings with the Group management shall be treated in as simple and as natural forms as possible.

3 §

The parties agree that the negotiation is concluded.

Vattenfall AB Negotiation delegation EWC-Vattenfall

Germany

Lars G. Josefsson .....

Ann-Charlotte Dahlström .....

Mats Ström .....

Sweden

see more information on EWC's under www.euro-br.eu

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Finland

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Poland

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**Appendix**

2002-12-16

**AGREEMENT CONCERNING THE EUROPEAN WORKS COUNCIL WITHIN VATTENFALL (EWC-Vattenfall)**

**1 § Agreement concerning EWC-Vattenfall**

This agreement regulates transnational information and consultation procedures at Vattenfall AB (controlling undertaking) and undertakings controlled by Vattenfall AB.

Vattenfall AB provides information and opportunities for consultation on transnational issues at meetings with the European Works Council with Vattenfall, EWC-Vattenfall.

*Note*

The terms “controlling undertaking” and “controlled undertaking” are defined in Articles 2 and 3 of the Council Directive 94/45/EC, amended 97/74/EC.

**2 § Members of EWC-Vattenfall**

EWC-Vattenfall includes members who are employee representatives. Members shall be employed at companies within the Vattenfall Group, in countries belonging to the European Economic Area (EEA).

The number of members is determined by the number of employees in each country as follows.

<i>Number of employees</i>	<i>Number of members</i>
30 - 249	1
250-1,000	2
1,001-3,000	3
3,001-6,000	4
6,001 - 9,000	5
9,001 - 12,000	6
12,001 - 15,000	7
15,001 - 18,000	8
18,001 - 21,000	9
21,001 -	10

At the request of EWC-Vattenfall, negotiations will be held concerning representation for the employees in a European country outside the EEA, where Vattenfall AB or an undertaking controlled by Vattenfall AB conducts business operations with a minimum of 30 employees.

However, the total number of members may not exceed 30. The term of office for members is four years.

Alternates can be elected for the same term of office as the members. The number of alternates is limited to one for each member. An alternate may participate in meetings and negotiations, in accordance with 4 §, only if the member is absent.

The chairman is appointed from the Swedish members and the vice-chairman from the members from other countries. The chairman is responsible for EWC-Vattenfall's contacts with Vattenfall AB with respect to issues relating to 4 and 5 §§ below.

EWC-Vattenfall appoints from its members a working committee consisting of the chairman and further one member from each country. The competence of the working committee and the chairman is stipulated in the special working rules of the committee.

see more information on EWC's under [www.euro-br.eu](http://www.euro-br.eu)

**Notes**

1. The term "employee representative" is defined in Article 2 of Council Directive 94/45/EC, amended 97/74/EC.
2. Employee representatives from Poland are included in EWC-Vattenfall on the same terms as other members.
3. EWC-Vattenfall has the same domicile as Vattenfall AB, namely Stockholm.

### **3 § EWC-Vattenfall's tasks**

Vattenfall AB provides information and the opportunity for consultation concerning business development and outlook for the Vattenfall Group at meetings with EWC-Vattenfall. The meetings between Vattenfall AB and EWC-Vattenfall shall specifically deal with the following conditions, namely:

- 1 The structure of the Vattenfall Group
- 2 The Vattenfall Group's financial situation
- 3 The expected development of the Vattenfall Group's business, production and sales
- 4 The employment situation and the expected development
- 5 Investments
- 6 Significant organizational changes
- 7 Introduction of new work methods or production processes
- 8 Production transfers
- 9 Mergers
- 10 Cutbacks or closures of companies, activities or significant parts of these and
- 11 Collective termination of employment contracts

Issues relating to salaries, benefits, terms and regulations for conditions of employment, which are separately treated by contract between special company units and responsible employee representatives/trade union representatives shall be exempted from the above discussions.

### **4 § EWC-Vattenfall's meetings**

EWC-Vattenfall normally has two meetings with Vattenfall AB per calendar year. The meetings are led by a representative from Vattenfall AB. The meetings are scheduled for days agreed upon by Vattenfall AB and EWC-Vattenfall. Unless otherwise agreed, meetings are held at Vattenfall AB's head office in Stockholm. The agenda according to 3 § with the amendments and additions required is determined on the basis of consultations between the chairman of EWC-Vattenfall and Vattenfall AB. The meetings are held in Swedish or

English. Documents to be dealt with are translated into the languages of the countries represented. Simultaneous interpreting is provided during meetings.

In connection with meetings between EWC-Vattenfall and Vattenfall AB, EWC-Vattenfall is entitled to meet separately during the same day or the day before.

**Notes**

Representatives for Vattenfall AB shall be from the group management or hold a comparable position or specially appointed by the CEO of the Vattenfall Group.

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**5 § Expenses for EWC-Vattenfall**

Vattenfall AB pays for reasonable and budgeted expenses for travel, lodging and other expenses such as interpreting, translation of minutes and expenses for external experts.

In the case of other reasonable and budgeted expenses, such as salary, travel allowances, training necessary for the task and so on, the legislation, collective agreements or other regulations that apply in the countries and companies concerned shall apply.

Each year, the EWC-Vattenfall working committee submits for Vattenfall AB's approval, an overall budget proposal for the above expenses.

**6 § Protection for employee representatives**

Members and alternates of EWC-Vattenfall are entitled to the same protection and guarantees as those established for employee representatives through the national legislation and/or the practice applied in the country of employment.

**7 § Confidentiality**

Vattenfall AB may stipulate confidentiality for members and alternates in EWC-Vattenfall and others participating in EWC-Vattenfall's activities, if this is considered necessary in the best interests of the Vattenfall Group.

**8 § Disputes**

This agreement was produced in five language versions: English, Finnish, Polish, Swedish and German from which in case of discrepancies the Swedish one shall prevail.

Disputes concerning the application of this agreement shall be dealt with according to the Swedish Act (1974:371) concerning court proceedings in labour disputes.

**9 § Validity and renegotiation**

This agreement is valid from December 16, 2002 until it is terminated by either party with a period of notice of six months.

During the term of this agreement, the agreement can be amended after mutual agreement between the parties.

The parties shall negotiate any necessary amendments to this agreement if the Swedish Act (1996:359) concerning European Works Councils is amended.

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see more information on EWC's under [www.euro-br.eu](http://www.euro-br.eu)