

DATED

8 April 2005

WINCANTON EUROPEAN WORKS COUNCIL (EWC)
AGREEMENT

INDEX

CONTENTS

Clause		Page
1.	DEFINITIONS	
2.	STATUS, PURPOSE AND SCOPE OF AGREEMENT	
3.	FUNCTIONS OF THE EWC	
4.	COMPOSITION, SELECTION, TERM OF OFFICE	
5.	MEETINGS AND PROCEDURE	
6.	SELECT COMMITTEE	
7.	EXPERTS	
8.	CONFIDENTIALITY	
9.	COSTS, FACILITIES & TIME OFF	
10.	TRAINING	
11.	LANGUAGE	
12.	PROTECTION OF EWC MEMBERS	
13.	DISPUTE SETTLEMENT & GOVERNING LAW	
14.	DURATION OF AGREEMENT, AMENDMENTS	
15.	MISCELLANEOUS PROVISIONS	
	APPENDIX 1	
	APPENDIX 2	
	APPENDIX 3	

WINCANTON
EUROPEAN WORKS COUNCIL (EWC)
AGREEMENT

This Agreement is made effective this Friday, 8th April 2005

Between:

WINCANTON PLC, an English company having its registered office at Methuen Park, Chippenham, Wiltshire, SW14 0WT, ("Wincanton PLC"), in its own right and on behalf of all Wincanton Group Companies, all of them together being referred to as "Wincanton"

and

the Special Negotiating Body ("SNB") of Wincanton, as described in Appendix 1 to this Agreement, having been duly selected or nominated for the purpose of entering into this Agreement in accordance with the respective applicable national laws and regulations.

PREAMBLE

1. Wincanton Group Companies in their respective jurisdictions already work successfully with a variety of employee representatives, whether works councils, trade unions or other forms of representative mechanisms. Wincanton wishes to extend this co-operation to an international level by setting up a European Works Council.
2. The globalisation of business and the continuing integration of international markets have led to an increased interdependence of companies across national borders. This in turn means that developments and decisions often have an effect in more than one country, including social and economic conditions affecting employees.
3. Against this background Wincanton believes that the creation of a mechanism for the information and consultation of Wincanton employees on issues affecting more than one country is an opportunity to develop the existing spirit of co-operation between management, employees, and their representatives.
4. The parties acknowledge the importance of fair co-operation and of mutual trust, respect, and confidence between management, employees, and their representatives.

5. This Agreement does not affect the rights and obligations of information, consultation or co-determination bodies under local law or practice.

1. DEFINITIONS

Agreement	This Agreement and its Appendices as amended from time to time in accordance with its terms and conditions;
Appendix/Appendices	The Appendix or Appendices to the Agreement as amended from time to time in accordance with the terms and conditions of the Agreement, the Appendix or Appendices constituting an integral part of the Agreement;
Management Chair	Group Human Resources Director.
EWC Chair	An employee representative elected by the EWC members.
Consultation	The right of the EWC to make representations on information, and the obligation of management to listen, understand, and consider, as soon as is reasonably practicable, and at the earliest opportunity, in the decision making process of such matters.
EEA (European Economic Area)	The states who are from time to time signatories of the "Agreement on the European Economic Area";
Employees	All employees of a Wincanton Group Company in the EEA from time to time considered to be employees under the respective national laws relating to European Works Councils plus all employees outside the EEA who are represented under this Agreement by one or more EWC Members from time to time;
EWC Members	Those employees who have been elected or appointed directly or indirectly by the Employees pursuant to section 4 below of this Agreement to represent them on the EWC in accordance with this Agreement;

	<p>Information Details on a planned transnational measure, such as structure, financial, employment, problems or any other agreed agenda subject, which in the reasonable opinion of central management might relate to transnational issues that significantly affect interests of employees of at least 2 member countries. Central Management to provide to the EWC the details, orally or in writing, before and during meetings, which allows the EWC to understand and analyse any dimension of the planned measure or agenda subject.</p>
Information	<p>Details on a planned transnational measure, such as structure, financial, employment or any other agreed agenda subject. Central management to provide the EWC with the details, orally or in writing, before and during meetings, which allows the EWC to understand & analyse any dimension of the planned measure or agenda subject.</p>
Management	<p>The central Management of Wincanton which is the Board of Directors and any other senior managers of Wincanton PLC;</p>
Regulations	<p>The Transnational Information and Consultation of Employees Regulations 1999 and any amendments thereto;</p>
Select Committee	<p>The committee of EWC Members appointed in accordance with section 6 below;</p>
Transnational Subject	<p>A subject relating to and having significant effect on the interests of employees based in at least two states in the scope of the agreement; also a decision or subject in one country that is of significant or strategic importance to employees in another country, that would otherwise reasonably be expected to form the topic of consultation with employee representatives within their normal area of responsibility. This does not override employees' representative rights, procedures and collective bargaining in the country affected.</p>
Wincanton	<p>Wincanton PLC and all Wincanton Group Companies from time to time;</p>

Wincanton Group Company Any subsidiary of Wincanton PLC or of a subsidiary of a subsidiary of Wincanton plc (subsidiary company having the meaning attributed to it in the Companies Act 1985);

The meaning of the words used in this Agreement shall be the same as the meaning of words defined in the Regulations unless expressly defined otherwise in this Agreement.

2. STATUS, PURPOSE AND SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to govern and guide the Wincanton European Works Council, through which Management will inform and consult with EWC members on Transnational subjects.
- 2.2 This Agreement covers all employees of a Wincanton Group Company in the EEA from time to time considered to be employees under the respective national laws relating to European Works Councils plus all employees outside the EEA who are represented under this Agreement by one or more EWC Members from time to time. Appendix 2 sets out the Wincanton Group Companies (and the jurisdictions in which they are located) falling within the scope of this Agreement as at the date of this agreement.
- 2.3 This Agreement is intended to be, and the parties believe it to be, a valid agreement falling within the scope of Reg. 17(1) of the Regulations. This Agreement is intended to be, and the parties believe it to be, a valid agreement falling within the scope of Reg 17 (1) of the Regulations which is the transposition law of Article 6 of the Council Directive (94/45/EC of 22/09/94).

3 FUNCTIONS OF THE EWC

- 3.1 The EWC will receive from Management timely information, both orally and in writing, with the relevant documentation, and EWC members will be consulted, in a timely manner, on the following types of Transnational Subjects:
- The structure of Wincanton
 - The economic and financial situation of Wincanton
 - The development of business, and of production and sales
 - The situation and probable trend of employment
 - Investments
 - Substantial changes concerning organisation
 - Introduction of new working methods or practices
 - Transfers of contracts and undertakings
 - Mergers and acquisitions
 - Cut-backs or closures of undertakings, establishments or important parts thereof
 - Collective redundancies
 - Health & Safety
 - Equal Opportunities
 - Working Time Regulations
 - Training

- To review on an on-going basis the situation and probable trend of employment law and social conditions

3.2 Management and the EWC may by agreement decide to include further topics.

3.3 The EWC will not replace, duplicate or supersede any existing mechanism or procedure for informing or consulting Employees at either national or local level.—Unless expressly stated otherwise in this Agreement it is not a forum for negotiation or collective bargaining. For these reasons, it will not have local or national terms and conditions of employment within its remit.

3.4 Information & consultation is considered a continuous process and will take place when still meaningful and relevant. Statements and opinions brought forward to the EWC will be considered by Wincanton in a decision making process, which will continue and will be ongoing until a final decision is implemented.

4 COMPOSITION, SELECTION, TERM OF OFFICE

4.1 The EWC consists of Eligible Employees appointed or elected in accordance with section 4 below, and the maximum number is 20. This can be increased to a cap of 25 by agreement of the EWC and Management. Any further increases will be agreed following a joint review.

4.2 The number of EWC Members will be based on the number of Employees in each state in which there is a Wincanton Group Company.

There shall be one EWC Member from each European state coming within the scope of this Agreement as long as there are at least 50 eligible Employees in that state. “Eligible Employees” means permanent Employees (whether such Employees work part time or full time).

For those European states within the scope of this Agreement with fewer than 50 Eligible Employees, those employees may request the Select Committee to represent them. The representation should take into account issues such as the locations and languages involved.

There shall be additional EWC Members from states within the scope of this Agreement as follows:

Where there are more than 1000 Eligible Employees - one additional EWC member. .

Where there are more than 3000 but less than 5000 Eligible Employees - two additional EWC Members.

Where there are more than 5000 but less than 10000 Eligible Employees – three additional EWC Members.

Where there are more than 10000 but less than 15000 Eligible Employees – four additional EWC Members.

An additional EWC member for every 5000 Eligible Employees above 15000.

Where a state is entitled to more than one EWC Member, the representation for that state shall preferably reflect the different business divisions, units or sectors and employee make-up of Wincanton.

No one country will have greater than 50% of the total number of seats of the EWC.

Numbers of Employees in each state within the scope of this Agreement are monitored on an annual basis by Management and at each of its meetings the EWC shall be informed of the latest figures available. The EWC shall be informed in any event as soon as practicable after it becomes apparent that a threshold has been reached requiring the appointment of an additional EWC Member, the removal of an existing EWC Member or the extension of an existing EWC Member's remit.

The numbers of EWC Members at the date of this Agreement broken down by state are set out in **Appendix 3**.

If Wincanton ceases completely its operations in a particular state or if the number of eligible Employees in a particular state falls below the 50 threshold, the EWC Member or Members affected will automatically lose their seat on the EWC after a period of 12 months.

If a state with more than one EWC Member suffers a reduction in eligible Employees which takes the state below the threshold requiring that number of EWC members the following will apply:

- the national or local representative body under the applicable national law will be responsible for determining which EWC Members shall lose their seat.

- If the applicable law does not provide for determining which EWC Members shall lose their seat.

the EWC Member who polled the lower number of votes at the relevant election shall lose their seat or, if there was equality of votes polled, the decision of which EWC Member shall lose their seat is determined by draw.

- 4.3 All EWC Members must be permanent employees and must, at the time of the election or appointment, have at least one year's continuous service with a Wincanton Group Company in

the relevant EEA state. This would include service accrued whilst working for companies that may have been acquired by Wincanton.

- 4.4 Subject to clause 4.3 above, EWC Members shall be appointed or elected in accordance with the transposition laws of the European Works Council Directive of their respective states regarding the selection of members of a European Works Council by law. Where no such legislation exists the EWC Member(s) shall be appointed by any national employee consultation and co-determination bodies or, if none exist, by majority agreement between local employee consultation and co-determination bodies or, if none exist, by employee elections.

Deputies will be elected or appointed for each EWC Member, who will enjoy the same rights as EWC members whilst deputising.

- 4.5 The term of office of an EWC Member on the EWC shall be four years subject to earlier loss of the seat as set out in clause 4.6 below.

- 4.6 EWC Members shall lose their office by virtue of:

- 4.6.1 Ceasing to be an Employee
- 4.6.2 The reduction of seats of a country due to reduction of employee numbers as stated in 4.2 above
- 4.6.3 In case of a EWC Member appointed by a national or local consultation or co-determination body, withdrawal of the mandate by that body
- 4.6.4 The EWC Member requesting to stand down
- 4.6.5 Their office being terminated for breach of confidentiality as set out in clause 8 below.

5 MEETINGS AND PROCEDURE

- 5.1 The EWC shall meet at least twice per year with Management, usually after Wincanton full year and half year results have been announced. The EWC has the right to meet internally at a pre-meeting on the day before the meeting with Management. The EWC will hold an internal de-briefing meeting immediately after the meeting with Management. In total, the pre-meeting, meeting with Management, and de-briefing meeting, shall not take up more than two days excluding travel time.

- 5.2 The Management representative who will inform and consult with the EWC will be Wincanton plc CEO (or his nominee). The CEO (or his nominee) will be accompanied by the appropriate members of senior management.

- 5.3. The meetings of the EWC and management will be chaired in partnership by the management and EWC chairpersons (or by agreement, their nominees).

- 5.4 The venue of the meetings will be agreed between the management and EWC chairpersons.

- 5.5 The agenda will be agreed by the chairpersons and will be circulated to all members in their appropriate language, along with all necessary documentation to allow members to effectively prepare for the meeting, at least four weeks in advance of the meeting. Agenda items may be submitted by EWC members to their chairperson at least eight weeks in advance of the meeting.
- 5.6 Where a major event which is of a Transnational Subject (as defined in Section 1 of this agreement) occurs at a time other than shortly before an EWC meeting, an extraordinary ad-hoc meeting of the Management and the EWC Members representing the directly affected states, together with the Select Committee, shall be held if agreed by both chairpersons.
- 5.7 If an EWC Member is unable to attend a meeting, the EWC Member will be replaced for that meeting by a substitute, pursuant to clause 4.5 of this Agreement.
- 5.8 The meeting with Management, pre-meeting, and de-briefing meeting will be regarded as private, and the attendance of third parties will not be permitted unless they are experts appointed pursuant to section 7 below or jointly invited by the EWC chairperson and the Group Human Resources Director.
- 5.9 The Group Human Resources Director and the EWC chairperson will agree on an independent minute taker for keeping minutes of joint meetings of the EWC with Management (and any ad-hoc meetings with Management) and will jointly approve the minutes. The minutes will be drawn up in English and will be translated into other languages of the EWC pursuant to section 11 below. However, the English version of the minutes shall prevail over any subsequent translation if there is any discrepancy between the text of the original English version and any translation.
- 5.10 The Management and the EWC will ensure that a joint written statement, outlining key points arising from the meeting, will be circulated to all appropriate locations for display on an appropriate notice board. An electronic version of the meeting will also be made available and put on the company's internal website.
- 5.11 The EWC shall determine its own procedure for operation (including for example pre-meetings and/or de-briefing meetings). The rules on experts, confidentiality and costs (sections 7, 8 and 9 of this Agreement) apply to those meetings in the same way as to meetings with Management. Administrative support provided by management will be done so with the agreement of the EWC and Select Committee.
- 5.12 From time to time it may be necessary for the EWC to set up specific working groups, by agreement with central management.

6. SELECT COMMITTEE

- 6.1 EWC Members shall appoint a Select Committee of up to five members including the EWC chairperson, plus the equal number of deputies.
- 6.2 If a Select Committee member is unable to attend a Select Committee meeting, or other meeting which they are required to attend in their capacity as a Select Committee member, this member will be represented by a deputy.
- 6.3 The meetings of the Select Committee will be chaired by the EWC chairperson.
- 6.4 If a Select Committee Member ceases to be an EWC Member a deputy will assume office. A further deputy Select Committee member will then be elected.
- 6.5 The scope of the Select Committee shall be:
- To support the functions of the Wincanton EWC between full EWC meetings.
 - To agree with management any administrative procedures involving the EWC.

To agree with the Management a joint agenda for joint meetings of the EWC and Management

- To ensure a smooth running of the EWC and keep up-to-date the legal requirements of the EWC and ensure it continues to achieve its objectives.
 - To ensure that processes are in place to communicate information from the outputs of EWC meetings to employees.
 - To come up with proposals and recommendations for consideration of the full EWC.
 - To receive regular business updates from management.
- 6.6 There will be at least two Select Committee meetings per year, up to a maximum of four meetings per year. Additional meetings are possible if agreed by both chairpersons.

7. EXPERTS

- 7.1. The EWC may appoint three full-time trade-union officials (the "Trade Union Experts") to act as experts to advise and assist the EWC. They will be the two unions with the majority of membership in the UK, and one union from continental Europe. The Trade Union Experts may attend all meetings of the EWC. The reasonable travel and accommodation expenses of such

Trade Union Experts incurred in connection with any meeting of the EWC and its institutions shall be borne by Wincanton PLC, but all other costs incurred in association with their duties under this Agreement shall be borne by the relevant Trade Union.

- 7.2. The EWC may request the assistance of an additional expert, when needed, for the carrying out of their functions in the EWC and its institutions (the “Additional Experts”). Such a request, not to be unreasonably refused, must be submitted via the Select Committee. The Additional Experts must be a named individual, not a firm or company. Travel, accommodation, and fees for the Additional Experts will be paid for by Wincanton PLC subject to budgetary agreement with the Group Human Resources Director.
- 7.3. All experts, whether Trade Union or Additional Experts, shall be subject to the EWC rules regarding confidentiality.

8 CONFIDENTIALITY

- 8.1 EWC Members, their deputies and experts shall not disclose to any third party, or use other than for the purposes of the EWC consultations, any information specifically designated to them by Management Representatives as confidential. This confidentiality obligation continues beyond the term of office.
- 8.2 EWC Members agree, by accepting their office that any breach of confidentiality can lead to disciplinary action under the appropriate disciplinary rules and procedures applicable to their employment under national law.

9 COSTS, FACILITIES AND TIME-OFF

- 9.1. The costs of the functioning of the EWC and its institutions shall be borne by Wincanton PLC. This particularly includes costs for meetings of the EWC and its institutions (e.g. travel, board, interpreters), for experts (as defined in 7 of this agreement), for communication (e.g. translations of documents), for training, and for administrative support to the EWC and/or the Select Committee. Wincanton PLC may decide that each Wincanton Group Company shall bear the costs of travel for the EWC Members employed by them, but Wincanton PLC avoids any significant difference in the standards granted to EWC members from different member states.
- 9.2. The Wincanton Group Company employing an EWC Member shall give the EWC Member paid time off work to attend the meetings of the EWC and its institutions and paid time off to prepare for these meeting and to communicate with their constituents. The relevant national legislation, local agreements, and the employee's individual terms and conditions will apply where appropriate.

9.3. The Wincanton Group Company employing an EWC member will, where appropriate, ensure that the EWC member has the necessary facilities, such as communications and administrative means, to carry out their duties.

9.4 Following the election of the EWC members and the Select Committee, the Group Human Resources Director will write to each of the relevant local managers to ensure that they understand the EWC member's requirements with regard to time off and facilities. The EWC member will have the opportunity to raise any issues with central management through the Select Committee should they not be resolved locally.

9.5 The duties of the EWC members are in addition to any other company or representative duties that the EWC member may have.

10. TRAINING

10.1 All EWC members, including newly appointed ones, will be given training on the role, purpose, function and procedure of the European Works Council. The EWC members will receive any appropriate ongoing training that will assist and add to the effectiveness of the EWC and the issues with which it is dealing. . The Select Committee will agree with Management on the nature and the location of the training and whether it will be individual or group based.

11. LANGUAGE

11.1 English is the main language used at Wincanton and is therefore the official language of the EWC and proceedings of the EWC will be English. However, meetings of the EWC and its institutions will be interpreted simultaneously into the language of any state represented at the EWC

11.2 Minutes and documents prepared in accordance with the Agreement, statements of the EWC, and communication among EWC members in between meetings, shall be translated into any language of any state represented on the EWC.

11.3 The number of languages to being translated can be reduced if agreed between Management and the Select Committee.

12. PROTECTION OF EWC MEMBERS

12.1 EWC Members shall be neither favoured nor discriminated against due to their office. When

exercising their function, they shall enjoy the protection provided by their respective national laws for members of European Works Council and by their respective national legislation for members of a national or local consultation or co-determination body. Should an EWC member feel that they have or are being discriminated against due to their office, then they should raise the matter with the Select Committee.

12.2 After retiring from office, EWC members shall not be discriminated against due to their previous membership on the EWC.

12.3 The same rules of protection shall apply to deputy members of the EWC.

13. DISPUTE SETTLEMENT & GOVERNING LAW

13.1 The Select Committee shall together with the Group Human Resources Director monitor the adherence to the agreement by all parties and shall act as an intermediary in the event of a conflict. The Select Committee shall resolve with Management any disagreements about the content, the interpretation, or the application of the agreement. If third party help is considered to be required by either party, then the Select Committee and Management will decide jointly who or which body to use.

13.2 This Agreement is governed by English law, and any dispute arising in connection with it which cannot be resolved by using the mechanism under clause 13.1 of this agreement is to be determined exclusively by the procedures and before the institutions set out or referred to in the Regulations.

14. DURATION OF AGREEMENT / AMENDMENTS

14.1. This Agreement shall come into force on its effective date and shall be valid for an initial term of four years ("initial term").

14.2. If neither Management nor a majority of EWC Members submit a request for the Agreement to be renegotiated at the latest six months before expiry of the initial, or any subsequent term, the Agreement is extended by successive periods of one year ("renewal period").

14.3. If, no later than six months before the end of the initial term, or the then current renewal period, either Management or a majority of EWC Members submit a request for the Agreement to be renegotiated, Management and the EWC shall as soon as practicable meet together and negotiate in good faith with the aim of reaching a new agreement. If no new agreement is

reached by the end of the then current term or period, this Agreement shall automatically renew on its existing terms, unless either Management or a majority of the EWC Members have given six months written notice of termination (in the case of notice to the EWC, this should be given by Management and in the case of notice to Management, this should be given by the Chairman of the EWC), in which case this Agreement shall, upon expiry of such six month period, cease to have validity and the EWC shall be dissolved.

- 14.4. Without prejudice to 14.6 below, amendments to this Agreement may be agreed by consent of Management and two thirds of the EWC Members during the term of this Agreement. Proposals for amendments may be submitted to the Chairperson of the EWC with at least two months written notice before a meeting either by Management or by an EWC Member certifying that they have the support of at least 50% of the EWC Members. To be valid, any amendment must be agreed in writing by way of being minuted at the next EWC meeting.
- 14.5. If Wincanton PLC should be taken over by another company this agreement remains valid for at least one year after the take over has been signed. . Thereafter, notwithstanding clauses 14.1 – 14.4, the parties will enter into negotiations in good faith to renegotiate the Agreement in the light of the change of control.
- 14.6. Notwithstanding clause 14.4 above, should the introduction of, or changes made to, relevant domestic legislation in any of the countries represented by a EWC Member have the effect of rendering the mandate of any EWC Member(s) invalid, or of rendering any provisions of this Agreement unenforceable, the parties will as soon as reasonably practicable after such introduction or change enter into negotiations in good faith to render such mandates valid or such provisions enforceable, as appropriate and such varied mandates or amended provisions shall be ratified in writing by all parties by way of being minuted at the next EWC meeting.

15. MISCELLANEOUS PROVISIONS

- 15.1. This Agreement constitutes the entire agreement and understanding between the parties as to matters relating to the EWC in particular and issues regarding information and consultation on Transnational Subjects in general. It supersedes all prior agreements, discussions and understandings, written or oral, on such matters.
- 15.2. This Agreement is made in the English language, which version shall prevail over any other into which it may be translated and the parties submit to the exclusive jurisdiction of the English Courts.

Signed by the SNB:

..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date
..... Print Name	..... Country	..... Date

Signed by the experts:

..... Print Name	..... Organisation	..... Date
..... Print Name	..... Organisation	..... Date
..... Print Name	..... Organisation	..... Date

For more agreements see: www.ebr-ewc.net

APPENDIX 1
THE SPECIAL NEGOTIATING BODY

For more agreements see: www.ebr-ewc.net

APPENDIX 2
WINCANTON GROUP COMPANIES FALLING WITHIN
THE SCOPE OF THE AGREEMENT AS OF ITS EFFECTIVE DATE

APPENDIX 3
NUMBERS OF EWC MEMBERS PER COUNTRY
AS OF THE EFFECTIVE DATE OF THE AGREEMENT

Country	Number of employees	Number of EWC Mandates
UK	23318	7
Ireland	482	1
Germany	2944	2
Switzerland	30	1
France	592	1
Spain	172	1
Slovakia	14	0
Benelux	201	1
Czech Republik	97	1
Hungary	433	1
Poland	618	1
Total Numbers	28838	16

**APPENDIX 4
ELECTION OF EWC MEMBERS**

1. Wincanton management will agree with the respective SNB country representatives and the appropriate experts the details of the election process within the scope of the applying national transposition law of the EWC Directive.
2. The SNB members will monitor the adherence of the national transposition law and the agreed election procedure within their member state.
3. The EWC may request documentation of the election process for each newly elected member.
4. After the first constitutional meeting of the EWC the roles of the EWC members as referred to under 1 > 3 of this Appendix will be carried out by the then elected EWC members.
5. Once each member state has agreed and adopted their election procedure, this electoral procedure will be recorded as an addition to this Appendix 4 and form part of the agreement. Any changes will be subject of agreement between the EWC Member and management representatives of the respective state.