

**GENERAL ELECTRIC PLASTICS EUROPEAN HEADQUARTERS**

**and**

**THE SPECIAL NEGOTIATING BODY**

**EUROPEAN WORKS COUNCIL AGREEMENT**

**29/4/97**

EUROPEAN WORKS COUNCIL AGREEMENT, dated April 29, 1997, between GENERAL ELECTRIC PLASTICS European Headquarters with offices at Plasticlaan 1 Bergen op Zoom, the Netherlands, hereinafter referred to as "GEPE" and the Special Negotiating Body, representing the workforce of GEPE hereinafter referred to as "SNB", (each of foregoing, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, the European Union Council Directive 94/45/EC (Exhibit E) of 22 September 1994 on the establishment of a European Works Council (hereinafter referred to as the "Directive") encourages the establishment of a European Works Council thereinafter referred to as the "EWC") for the purposes of informing and consulting employees on transnational employment matters;

WHEREAS, the Parties desire to form a EWC to encourage an information exchange and consultation with respect to transnational Issues.

WHEREAS, the SNB was formed pursuant to the Directive to represent GEPE employees in negotiating an information and consultation procedure in the form of an EWC.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties hereby agree to form a EWC as follows:

**ARTICLE I**

**OBJECTIVE**

Objective

The purpose of the EWC is to provide a mechanism for the exchange of information and to provide an opportunity for consultation on transnational matters which affect employees of GEPE in at least two different countries covered by this Agreement.

**ARTICLE II**

**PARTICIPATING PARTIES**

Participating Companies

This Agreement shall apply to the operations of GEPE and its majority-owned subsidiaries within the Member States of the European Union, including the United Kingdom, that are engaged in the same business activities as GEPE. The list of covered subsidiaries is attached as Exhibit A. Additional GEPE majority-owned subsidiaries that are acquired by GEPE during the term of this Agreement shall be covered automatically and immediately. In addition, majority-owned subsidiaries in countries outside the European Union may be added by mutual agreement of the Parties. In the event that such majority-owned subsidiaries are added, Exhibit A will be modified to reflect the changes.

#### Employee Representatives

The Employee Representatives that make up the SNB which represents the employees of GEPE covered by this Agreement were duly elected or appointed in accordance to the Directive and the applicable European Union Member State implementing legislation. The individual SNB members are listed in Exhibit B.

### **ARTICLE III**

#### **COMPANY REPRESENTATIVES**

##### Central Management

Central Management will represent the interests of GEPE under this Agreement. Central Management shall be composed of GEPE's Managing Director and the European Human Resources Director (Exhibit C). Both have the right of substitution. However both can not be substituted at the same time. Both can be assisted by other GEPE employees of their choice with prior communication to the Select Committee. The Select Committee can request certain managers to attend the meetings with Central Management.

### **ARTICLE IV**

#### **COMPOSITION AND NOMINATION OF EWC**

##### Composition of the EWC

EWC members will be GEPE employees covered by this Agreement. Non-employees can not be appointed or nominated to serve on the EWC. The EWC representative shall be appointed for the term of four (4) years. Further terms of office are subject to the results of the election or nomination procedure as defined in Section 4.3.

##### Deputy EWC Representatives

For each EWC representative there will be deputy EWC representatives appointed in the same manner as the EWC representative. The deputy EWC representatives have to meet the same requirements as the EWC representatives. One deputy EWC representative shall replace the EWC representative in his/her absence during EWC

meetings or in case the EWC representative has ceased its EWC responsibilities for one of the reasons as defined under Section 4.4

#### Nomination of EWC Representatives

The EWC representatives of GEPE represent the workforce of the subsidiary in the country from which they have been elected or nominated in accordance with the legal requirements of the implementing legislation of that country, or in the absence of any implementing legislation in that country, the implementing legislation of the country that governs this Agreement (Exhibit E;). Each country where we have employees within the European Union will be represented at the EWC. There will be one representative per subsidiary for each country in which GEPE has a subsidiary listed in Exhibit A, provided such subsidiary employs at least fifty (50) employees. Where more than one GEPE subsidiary exists in a given country and both or one of the subsidiaries do not meet the requirement of more than fifty (50) employees, there will be one (1) representative appointed in accordance with the implementing legislation of that country. One extra seat for every additional thousand (1000) employees per country, may be added upto a maximum of thirty (30) seats. If as a result of such additions and/or as the result of the addition of new subsidiaries during the term of the contract, the EWC exceeds the number of thirty (30) representatives, the Central Management and EWC have the obligation to renegotiate the representation at the EWC. Current EWC members are listed in Exhibit D to this Agreement.

Employees of the subsidiaries that do not meet the requirements regarding the representation per subsidiary will be indirectly represented by the EWC representative of the country concerned. The EWC representative will be responsible for the communications to the employees of the country which he/she represents.

The EWC representatives who represents the interest of the employees which are employed within the subsidiaries located in the United Kingdom shall be elected in accordance with local practice. Non-employees can not be appointed to serve on the EWC.

#### Change in Representation

During any given four (4) year term of office no new appointments or nominations may be made with the exception of the following circumstances:

- acquisition of a new subsidiary that requires representation in accordance with Section 4.3 of this Article;
- departure of a EWC representative from GEPE's subsidiary;
- resignation of a EWC representative;
- prolonged absence or death of a EWC representative;
- a violation of the Confidentiality obligation b a EWC representative as defined under Article 8;
- loss of local and /or national mandate.

In the event that one of the above circumstances occurs, a replacement EWC representative shall be appointed or nominated in accordance with the requirements of Section 4.1 and 4.2 of this Article. Replacement representatives will serve out the term of the representative they replace.

#### Select Committee and Chair of the EWC

A Select Committee with a maximum of three (3) EWC representatives shall be appointed from among the elected EWC representatives on the basis of an election to be held by the EWC. The Chair of the EWC shall be appointed by the EWC representatives on the basis of a simple majority vote for a term of four (4) years. The Chair of the EWC will be one of the three (3) Select Committee members. The Chair of the EWC will inform the Central Management of the names of the EWC representatives that make up the Select Committee.

The members of the Select Committee shall represent three (3) different Member States and shall preferably be fluent in English.

The Select Committee shall be responsible for the daily affairs of the EWC, perform the administrative coordination of EWC meetings. It shall receive and distribute communications from Central Management, which are not related to the annual meeting and/or special meetings as defined under Section 5.2 and 5.3 of this Agreement, to the EWC representatives.

### **ARTICLE V**

#### **INFORMATION AND CONSULTATION**

##### Scope of Information and Consultation

Information and consultation shall at least cover the following subjects to the extent that the subjects may have an impact on employees located in more than one country in which GEPE has employees covered by this Agreement:

- the structure, economic and financial condition of GEPE;
- the probable development of the business and production and sales;
- the present levels and probable trend of employment;
- substantial investments with an impact on employment;
- introduction of new working methods or production processes;
- transfer of production;
- mergers;
- closures of facilities, establishments or important parts thereof;
- collective redundancies as defined within the national laws of the countries concerned;
- environmental, health and safety policies;
- equal employment opportunities;
- training and educational policies.

## Annual Meeting

The EWC shall have the right to meet once a year with the Central Management of GEPE, in order to be informed and consulted on the progress of the global business and its prospects. Such meeting shall be based upon a formal presentation drawn up by the Central Management. As of 1998 the annual meeting will be held during the first quarter of the year.

## Special Meetings and Conference Calls

Where GEPE contemplates some action not discussed at an annual meeting which could have an impact on employees involving transfers of work, closures of facilities, or collective redundancies, Central Management shall inform the Select Committee of the details of the proposed action by means of a conference call and/or in writing. In situations where video conferencing can practically be availed of, such options will be used.

Central Management or the Select Committee can request an additional meeting in order to be further informed on the particulars of the issue(s) concerned. This meeting shall be held at a time at which such information and consultation is still meaningful and the opinion of the EWC can be taken into consideration before a decision is made.

In addition to the presence of the Central Management and the Select Committee, the EWC members of the subsidiaries directly affected by the measures shall be invited to the meeting. The Central Management and the Select Committee may decide to invite the management of the subsidiaries concerned.

## Consultation

The EWC shall have the right to advise on any proposed action which could have an impact on the employees located in more than one country in which GEPE has employees covered by this Agreement. The EWC shall provide Central Management with any comments it may have in writing within a reasonable time frame, but not later than fourteen (14) days after it has been informed. In situations as defined under Section 5.3 whereby an additional meeting is requested between the Central Management and the Select Committee, the Select Committee shall provide any comments the EWC may have in writing within fourteen (14) days after the meeting has been held. The Central Management has the obligation to provide the EWC with relevant information as early as possible, but in any event prior to the meeting, indicating the grounds for proposing such decision, the consequences for the employees and time period related with the execution of such decision. The EWC's right to render its advice shall not affect the prerogatives of GEPE or its subsidiaries to take any proposed action nor shall it affect the prerogatives of the national - and/or local works council of GEPE and its subsidiaries.

## **ARTICLE VI**

### **EWC MEETINGS**

#### Annual Meeting

In Principle the annual EWC meeting for the purpose of information and consultation shall be held at GEPE's European headquarters in Bergen op Zoom, the Netherlands. The time and the duration of the meetings shall be decided in mutual agreement between the Central Management and the Select Committee. However due to special circumstances and business conditions, such a meeting may be held at an alternative location to be determined in mutual agreement between the Central Management and the Select Committee.

The Chairmanship of the annual meeting will be rotated between the members of the Central Management and the Select Committee.

#### Preliminary Meetings

Both Parties are entitled to separate preliminary meetings to prepare for the annual meetings. Such meetings shall be held half a day prior to the annual meeting and the parties may invite external experts to such meetings. After the annual meeting the EWC shall have an internal meeting of half a day in order to evaluate the meeting with the Central Management. The annual meeting shall not exceed two (2) consecutive working days.

#### Agenda

The agenda for the annual meetings shall be drawn up in mutual agreement between the Central Management and the Select Committee. The final agenda and any relevant informative documents shall be distributed to all attendees at least three (3) weeks before the date of the annual meeting. The Central Management will have the responsibility for distributing the final agenda and related documents to the EWC representatives.

#### Minutes of the Meeting

The minutes of the meetings shall be drawn up in mutual agreement between the Central Management and the EWC. Central Management will arrange for the minutes to be taken during the meeting. The minutes shall be distributed for review to all EWC representatives within ten (10) days after the meeting has been conducted. The EWC representatives will provide their comments within an additional ten (10) days through the Select Committee for communication to the Central Management. The minutes shall be translated into local language by the Central Management in consultation with the Select Committee and thereafter be provided to the EWC representatives. The EWC representative shall be responsible for the distribution of the minutes to the local employees which he or she represents.

#### Meetings

During a Meeting between Central Management and the EWC, either party may request a break in order to consult with their experts.

## **ARTICLE VII**

### **RIGHTS AND OBLIGATIONS OF EWC REPRESENTATIVES**

#### Working hours

The hours spent by EWC representatives on FWC matters, including travelling and attending EWC meetings and trainings shall be considered as part of the employees' normal working time. The hours spent on EWC matters shall in any event not be considered as overtime.

#### Training

The local management in consultation with the EWC representative will arrange for the provision of English language training, training on financial and economic matters and computer skills training. Specific training on EWC related matters can be arranged by the Select Committee in consultation with the Central Management and shall be held prior to the annual meeting.

#### Expenses

The costs of salary, travel and accommodations related to EWC activities as defined or limited within the various provisions of this Agreement will be borne by GEPE and shall be in accordance with GEPE 's policies and/or regulations governing the above mentioned subjects. GEPE will also be responsible for providing a facility for the annual meeting and any preliminary meeting prior to such meeting.

#### Language

The working language for all documents, such as but not limited to, the agenda and supporting papers shall be in English. The meeting(s) with the EWC will be conducted in the English language. Professional interpreters will be provided to EWC representatives upon request.

For each individual EPIC representative all SWC related documents shall be translated into local language by the Central Management during the representatives' first two (2) years of office. The need to continue this support will be reviewed between the Central Management and the EWC at the end of the second year.

#### Protection

The EWC representatives exercising their functions under this Agreement shall enjoy the same protection as provided to local employee representatives by the national legislation in force in their country of employment. In countries where there is no

national EWC legislation in force, the law of the country which governs this Agreement shall apply.

#### Internal Works Council Regulations

The EWC is entitled to establish its own internal regulations with respect to its daily activities and its internal meetings. In case of any conflict or inconsistency between the provisions of the internal EWC regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.

### **ARTICLE VIII**

#### **CONFIDENTIALITY**

##### Confidentiality of EWC Representatives and Experts

With respect to the provision of information, the Central Management may impose a requirement of confidentiality if there are reasonable grounds to do so, including but not limited to situations where company proprietary information and/or trade secrets will be distributed to the representatives of the EWC and the Select Committee. In case the Central Management intends to impose confidentiality on EWC representatives (including the Select Committee), the Central Management shall issue a statement to such representatives as early as possible and in any event prior to the discussion and/or the distribution of the confidential information concerned, indicating the grounds for imposing confidentiality, the type of information to be covered, for how long the confidentiality applies and whether there are any persons with regard to whom such confidentiality does not have to be maintained. No confidential information may be supplied to an outside expert unless the expert signs a confidentiality agreement in a form acceptable to GEPE.

##### Breach of Confidentiality

Any representative of the EWC who breaches his or her obligations under Section 8.1 of this Article in such a way that it may damage GEPE or one of its subsidiaries concerned may be forced to resign as a EWC representative. In such a situation, GEPE may also take whatever action it deems appropriate under applicable law against the EWC representative or any expert who violates confidentiality obligations under either this Agreement or any separate confidentiality agreement.

##### Disclosure of Company Confidential Information

GEPE reserves the right not to transmit information when its nature is such that the disclosure of such that information would seriously harm or be prejudicial to the functioning of GEPE and/or the subsidiaries concerned.

## **ARTICLE IX**

### **EWC RIGHTS**

#### Facilities

In the EWC shall be entitled to access to appropriate facilities such as telephone, fax, computer and secretarial support in order to enable the EWC to carry out its tasks as set forth in this Agreement. To the extent possible, the EWC should use the facilities provided to the national and/or local works council(s).

#### Experts

The EWC or the Select Committee can be assisted by experts of its choice, insofar as this is necessary for it to carry out its tasks as set forth in this Agreement. GEPE will pay the reasonable costs (including travel and accommodations) of an expert. To the extent possible, the EWC or Select Committee should consult internal experts from within GEPE. Before any external expert is provided access to confidential information, he or she must sign a confidentiality agreement in a form acceptable to GEPE.

Prior to engaging an outside expert, the Select Committee will consult with the Central Management on the appropriate use of the time period during which the experts will be used and the associated costs related to the use of such expert.

As experts will be considered individuals with a specialized skill in a certain area of expertise such as the law, economics, finance, industrial relations and other areas of business expertise which are related to the items which will be discussed with the EWC and which are defined in Section 5.1.

#### Costs

The operational costs of the SWC, including but not limited to, the costs regarding the EWC facilities as defined under Section 9.1 and the consultation of experts as defined under Section 9.2, shall be part of the annual budget, which will be determined by mutual agreement between both Parties. In the absence of mutual agreement, a reasonable budget will be set by Central Management. Such budget is subject to annual re-negotiation. Any deviation from the annual budget requires the prior written approval of Central Management.

In case of exceptional circumstances which were not or could not have been foreseen at the time the annual budget was determined, the Central Management will determine an additional budget to cover the costs to be spent on the subject matter concerned.

## **ARTICLE X**

### **TERM AND TERMINATION**

#### Term

This Agreement shall be effective from the date hereof and shall remain in force until the earlier of a consecutive period of four (4) years or until a termination by either Party in accordance with Section 10.2.

#### Termination for Cause

The following shall be deemed to be a cause justifying termination:

- i) GEPE becomes bankrupt or ir solvent;
- ii) GEPE has been acquired by or merged into a company with its own European Works Council.

In the event of cause as described above, either Party may decide separately to terminate this Agreement upon fifteen (15) days prior written notice to the other Party.

#### Termination

Six (6) months prior to the end of the four (4) year term as defined in Section 10.1 both Parties shall evaluate and agree to renew (extend) or to renegotiate the current Agreement. In case both Parties decide not to extend the current agreement or to renegotiate a new EWC agreement, the EWC Agreement will be terminated in mutual consent. Until the extension or the conclusion of a new EWC agreement in the case of a renegotiation, the current Agreement shall remain in force and apply to both Parties.

## **ARTICLE XI**

### **DISPUTE RESOLUTION**

#### Dispute Resolution

All disputes resulting from, concerning the validity of or in connection with the present Agreement shall be settled in first instance by means of mediation. There shall be three (3) mediators, one appointed by Central Management, one appointed by the EWC and an independent one to be appointed in mutual consent between the two (2) other mediators.

All disputes resulting from, concerning the validity of or in connection with the present Agreement shall be finally, exclusively and conclusively settled by the Court(s) authorized by the implementing legislation of the Member State which governs this Agreement to decide such disputes (Exhibit F).

## ARTICLE XII

### MISCELLANEOUS

#### Entire Agreement

This Agreement sets forth the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and representations relating to the subject matter hereof.

#### Modification and Waiver

No change, modification, extension, renewal, ratification, rescission, termination, notice of termination discharge, abandonment, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to this Agreement shall be binding unless in writing, executed by both Parties hereto or their permitted successors and assigns.

Failure by any Party to exercise, or any delay on either Party's part in exercising any right, remedy power or privilege under this Agreement shall not operate as a waiver of any such right, remedy power or privilege hereunder or preclude any other or further exercise of the same or of any right, remedy, power or privilege.

#### Notices

With respect to communications in case of emergencies, the first person to be notified on behalf of either Party will be:

If to GE\_ as follows:

GE\_ (name component)

Director Human Resources

(name)

(business address)

(zip code)

(country)

If to EWC, as follows:

Chair EWC

(name)

(business address)

(zip code)

(country)

or such other address as hereafter shall be furnished in accordance with this Section.

#### Assignment

No Party hereto shall assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party hereto.

#### Severability

If any provision of this Agreement should be or become void or legally invalid, all other provisions of this Agreement shall not be affected thereby and shall be construed according to the intention of the original clauses.

#### Interpretations

The following rules of interpretation shall apply to this Agreement:

- i) headings and sub-headings are inserted only as a matter of convenience and for reference and shall not be deemed part of this Agreement or taken into consideration in the interpretation or instruction hereof;
- ii) all references to articles, sections and exhibits shall be construed as references to articles and sections of and exhibits to this Agreement;
- iii) all references to agreements, documents or other instruments shall include all amendments and supplements thereto and replacements thereof.

#### Incorporation of Exhibits

The Exhibits attached hereto are incorporated and shall be deemed part of this Agreement as if fully set forth herein.

#### Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and Permitted assigns.

#### Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if each Party had signed the same document. All counterparts shall be construed together and constitute one and the same document.

#### Official Language

This Agreement has been drawn up in English and it will be translated by official translators into the local language of the different Member States. In case of any conflict or inconsistency between the English version and the version in local language, the English version shall govern.

## **ARTICLE XIII**

### **GOVERNING LAW**

#### Governing Law

The Agreement shall be governed by the Laws of the Netherlands as stipulated in Exhibit F.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date specified on the first page of this Agreement.

GENERAL ELECTRIC PLASTICS B.V.

Special Negotiation Body  
Representatives

By :  
Name: Uwe S. Wasch  
Title: Senior Managing Director

By: Ballak, Rene  
Beijnum, Ed van  
Boer, Piet de  
Bortolli, Paolo  
Bouscasse, Gerard  
Konig, Bertold  
Migliorini, Marc  
Round, Darren  
Saura Pastor, Jose Luis  
Verburg, Heleen  
Wardrope, Robert

Outside Expert:  
Berentsen, Boudewijn

## **EXHIBIT A**

### **PARTICIPATING COMPANIES**

GE Lighting Plastics Austria GmbH  
Pottendorfer Strasse 47  
A-2700 Wiener Neustadt

Austria

GE Plastics France  
B.P. 67  
Courcouronnes - St. Guenault  
91002 Evry Cedex

France

GE Plastics ABS S.A.  
B.P. 1  
60134 Villers Saint-Sepulcre

France

Polyrnerland France

France

Paris Nord II - Sisley  
23 Allee des Impressionistes  
B.P. 60056  
95972 Roissy Charles de Gaulle Cedex

General Electric Plastics GmbH  
Eisenstrasse 5  
D-65428 Ruesselsheim  
Germany

Polymerland Kunststoff GmbH  
Industriestrasse 28a  
Do68519 Viernheim  
Germany

GE Plastics Italia  
Viale Brianza, 181  
20092 Cinisello Balsamo  
Milano  
Italy

GE Structured Products Italia  
Via San Franscesco d'Assisi 11/13  
21057 Olgiate Olona (VA)  
Italy

GE Plastics Resinmec  
Via Ca' Treviglio, 4  
24040 Pontirolo Nuovo (bg)  
Italy