

## **AGREEMENT ON EUROPEWIDE INFORMATION AND CONSULTATION IN SONY ELECTRONICS, SONY CHEMICAL AND SONY MAGNESCALE**

The SONY companies located in the countries listed in the Enclosure 1 which form SONY Electronics, SONY Chemical and SONY Magnescale business in Europe

hereinafter called 'SONY Operations in Europe'

SONY Europe GmbH, Cologne, as Central Management of Sony Operations in Europe

- hereinafter called 'Central Management'

and the representatives of all employees within the SONY Operations in Europe

- hereinafter called 'National Delegates'

agree to conclude the following Agreement (hereinafter called the 'Agreement').

### **PREAMBLE:**

The Central Management of the SONY Operations in Europe and its employees represented by the National Delegates believe that the interest of the business, and therefore the welfare of all those involved in it, are best served by a joint understanding of the performance of the business, its operating environment and market places and of other matters of genuine mutual concern.

Therefore all parties agree to promote the dialogue between the Central Management and the National Delegates by setting up a European Information & Consultation Committee (E.I.C.C.) for the SONY Operations in Europe as mentioned above.

### **ARTICLE 1: SCOPE**

#### **1.1**

This Agreement shall cover all employees in the countries of the European Union, Norway and Switzerland in which the SONY Operations in Europe maintain businesses (refer to Enclosure 1.)

#### **1.2 CONTENT OF THE MEETING**

Sony Management will always respect local consultation processes and subsequently inform and, where practical, consult the E.I.C.C. of outcomes affecting two or more countries covered by this agreement.

In its meetings the E.I.C.C. shall principally focus on:

- the performance of the SONY Operations in Europe
- the development of business
- the situation and probable trend of employment
- the changes concerning organisation / and/or employees

### **1.3 ISSUES OF INFORMATION AND CONSULTATION:**

The Central Management shall inform and consult with the National Delegates on issues mentioned under Art. 1.2 if they concern SONY Operations in Europe as a whole or at least two of the countries covered by this Agreement.

Thereby, 'consultation' shall mean 'the exchange of views and establishment of dialogue between employees' representatives and Central Management or any more appropriate level of management' (as stated in Art. 2. 1 (f) of the Council Directive 94/45/EC).

### **1.4 LIMITS OF THE E.I.C.C.:**

The E.I.C.C. shall not be involved in matters that are the prerogative of local or national negotiation or consultative processes.

## **ARTICLE 2: COMPOSITION AND MEMBERSHIP**

The E.I.C.C. is a joint organ of management and employee representatives. The total number of Management representatives, both observers and participants, who are eligible to attend E.I.C.C. Meetings, will not exceed the number of employee delegates who are eligible to attend. The chair of the meeting will be held by a Central Management representative.

The E.I.C.C consists of:

### **2.1 CENTRAL MANAGEMENT:**

The Central Management shall be represented by the Chief Executive Officer (CEO) of Sony Operations in Europe and/or any other appropriate level of management representatives appointed by the CEO. One person representing the management in each country may join the E.I.C.C. meetings as an observer.

### **2.2 NATIONAL DELEGATES/SELECT COMMITTEE:**

The employees are represented by the National Delegates. Only employees of a company belonging to the Sony Operations in Europe can become National Delegates/Deputies.

Only those employees who have been employed by a company belonging to Sony Operations in Europe for at least twelve months at the time of the election are able to be elected.

The National Delegates shall elect/nominate a Select Committee of five persons (coming from at least 3 different countries).

### **2.3 SECRETARY TO THE E.I.C.C.:**

Human Resources Europe (HRE) shall act as the technical and administrative secretariat to the E.I.C.C.

## **ARTICLE 3: NATIONAL DELEGATES/DEPUTIES/SELECT COMMITTEE**

### **3.1 PRINCIPLES:**

Each country in which a company belonging to Sony Operations in Europe is located is entitled to elect/nominate National Delegates/Deputies as per the following scheme:

Up to 2000 employees:	1 National Delegate / 1 Deputy
- 2001 to 3000 employees:	2 National Delegates /2 Deputies
3001 to 4000 employees:	3 National Delegates /3 Deputies
more than 4000 employees:	4 National Delegates /4 Deputies

### **3.2 ELECTION / NOMINATION OF NATIONAL DELEGATES / DEPUTIES:**

Where appropriate legislation/practice exists within a country this shall be utilised for the election/nomination of the National Delegate/s and one Deputy for each National Delegate. Where no legislation exists the local management shall establish an appropriate procedure to elect/nominate the National Delegate/s and their Deputies in line with common local practice.

### **3.3 ROLE OF THE NATIONAL DELEGATES:**

All decisions of the National Delegates (e.g. joint opinion, termination of the Agreement) require majority voting in writing, that means more than 50% of the signatures of all National Delegates. One National Delegate has one vote.

The first generation of National Delegates (those employee representatives who are elected/appointed to ratify this voluntary Agreement) and next generations have the following responsibilities:

- to represent the employees in their countries during the validation of the voluntary Agreement.
- to elect a Select Committee of five persons coming from three different countries,
- to decide on the acceptance and prolongation of the voluntary Agreement by majority voting of those National Delegates/Deputies who are present during a properly scheduled voting session,
- to participate in the E.I.C.C. meetings,
- to represent the employees of any new company incorporated into Sony Operations in Europe within their country until the end of their term of office  
to ensure that translated communiques are distributed to all locations of that country they represent.

### **3.4 ROLE OF A DEPUTY:**

In case the term of office of a National Delegate ends during the term of office he/she was initially elected for, his/her function shall be taken over by a Deputy. In the event a National Delegate cannot attend a meeting or otherwise perform his/her duties under this Agreement, a Deputy will take responsibility for those duties until such time that the National Delegate reassumes his/her duties.

3.5 In case a country in which Sony Operations in Europe maintain businesses loses the National Delegate and/or the Deputy due to any reason, a new election/nomination shall be organised in this country for the person to be substituted (refer to Enclosure 1). This National Delegate/Deputy will serve only for that period until the term of office of their predecessor expires.

### **3.6 ROLE OF THE SELECT COMMITTEE**

The major role of the Select Committee shall be to present the agreed view of the majority of the National Delegates to the Central Management.

### **3.7 PERIOD OF SERVICE:**

The term of office for a National Delegate/Deputy and the Select Committee is four years. Election is possible for more than one term. In case the election/ nomination has taken place prior to this Agreement having come into force, the term of office starts with the effective date of this Agreement according to Article 7.1. Otherwise, the term of office of a National Delegate/Deputy and Select Committee shall automatically end upon the expiry of the Agreement in force.

3.8

The term of office of a National Delegate/Deputy shall automatically end if he/she leaves the services of a company belonging to Sony Operations in Europe.

### **3.9 CHANGES IN THE STRUCTURE OF THE OPERATIONS:**

In the event of any new company incorporated into the Sony Operations in Europe within those countries covered already by this Agreement (see Enclosure I ) the existing National Delegate of that country shall represent the employees of this company until the end of his/her term of office. The employees of any new company shall be incorporated into the next election process for that country

3.10

In such case when a country in which SONY is operating, enters the EU (becomes a full member) a National Delegate / Deputy shall be elected/nominated in that country in order to represent the employees in the E.I.C.C..

3.11

Neither in the event of an increase in headcount nor of a downsizing of headcount within Sony Operations in Europe, as compared to the date of election/nomination of the National Delegates in these countries, there will be a change in the number of National Delegates in the respective country until their term of office ends.

3.12

Both parties have the right to invite one external expert per meeting who will be entitled to attend for that part of the pre-meeting and/or the E.I.C.C. meeting relating to the specific topic.

## **ARTICLE 4: BASIC PRINCIPLES OF CO-OPERATION AND CONFIDENTIALITY**

4.1

The Central Management and the National Delegates must work together in a spirit of mutual trust and understanding.

### **4.2 CONFIDENTIALITY:**

The Central Management and its representatives will not inform and consult about business secrets. All members and attendees of the E.I.C.C. must not disclose any information to anyone that is supplied to them on a confidential basis. This obligation shall continue after the conclusion of their term of office

## **ARTICLE 5: FREQUENCY AND ADMINISTRATION 5.1**

In the normal course of business, the E.I.C.C. shall meet twice a year normally in Cologne or other venue by prior agreement. The meeting will last two consecutive days, the first day being assigned as a pre meeting for the National Delegates and the second day will be the official E.I.C.C. meeting. There may also be one Meeting (maximum one day duration) of the Select Committee to prepare for ea E.I.C.C. meeting.

The timing of E.I.C.C. meetings will be such as not to unnecessarily interfere with the normal operati of the business and to maximise the information available to the delegates.

Additional meetings of the E.I.C.C. may be called by either the Central Management or the Sele Committee. The Select Committee requires to be supported by the signatures of the majority of National Delegates and for such a request to be agreed to by the Central Management. Agreement to such a request would not be unreasonably withheld.

5.2

In general the technical and administrative secretariat to the E.I.C.C. (HRE) is responsible for:

- Organising the meetings
- Advising all parties in good time
- Setting the date and location of the meetings
- Co-ordinating and distributing the agenda, the minutes and the communiqués to the Central Management, National Delegates and Country Management Representatives.

### **5.3 DISTRIBUTION OF INFORMATION:**

The agenda of a E.I.C.C. meeting shall be distributed by HRE at least four weeks in advance to Central Management, National Delegates and Country Management Representatives. The National Delegates may raise issues under the category of "any other business" that they feel necessary from their pre-meeting. Shortly after the meeting, HRE shall prepare the minutes and a communiqué about the meeting signed by the Chairman of the Meeting and Members of the Select Committee. The minutes and the communiqué shall be distributed to the Central Management, the National Delegates and the Country Management Representatives. The agenda and the minutes of the meetings will specify what will be kept strictly confidential. The National Delegates are responsible to distribute the translated communiqué to all locations of that country which they represent.

#### **5.4 TRANSLATION**

All meetings shall be held in English as the official company language. The agenda, as well as additional written information shall be given in English. If necessary the Central Management shall provide for simultaneous translations.

The agenda, the minutes and the communiqué will be distributed by HRE in English. If it is required the nominated local Human Resources Manager will provide a translation of the agenda and the minutes of a meeting into local language. The translation of the communiqués shall always be arranged by Human Resources Managers.

#### **ARTICLE 6: COSTS**

- 6.1 All necessary and reasonable expenses related to organisation of the E.I.C.C. meetings shall be covered by the Headquarters of Sony Electronics.
- 6.2 All other reasonable and necessary expenses (e.g. travel expenses, translation costs, other administrative expenses) of the E.I.C.C. members shall be covered by their local company, as arranged with their local management.
- 6.3 Members of the E.I.C.C. are given reasonable and necessary time off with pay according to local practice and legal requirements, as arranged with their local management to effectively communicate with their constituents.

#### **ARTICLE 7: STATUS OF THE AGREEMENT**

- 7.1 This Agreement is legally binding. The Agreement enters into force on the date of the signature of the CEO and the majority of the National Delegates and continues for four years. If the Central Management and/or the majority of the National Delegates do not terminate the Agreement by written notice 6 (six) months before the Agreement expires, the silence of the parties shall be understood as the joint declaration to extend the validity of the Agreement thereafter on a continuing four year basis.
- 7.2 This Agreement shall be interpreted in all respects in accordance with the current English language version. In the event of any double meaning in translation, the English language version shall be the authoritative version
- 7.3 All parties agreed that this Agreement is a pre-directive Agreement concluded under the conditions of Article 13 of the Council Directive 94/45/EC on "the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of information and consulting

employees" and that Sony Operations in Europe as per Enclosure 1 therefore shall be exempted from other regulations of the directive.

7.4 In the event of any dispute related to the Agreement which cannot be solved between the Central Management and the National Delegates, the issue will be referred to the German courts.

## **ARTICLE 8: PROTECTION**

National Delegates and Deputies have the same protection in respect of unfair dismissal as in national legislation. The National Delegates shall not be hindered in their activity. They shall not be discriminated or favoured because of their activity within the E.I.C.C. This also refers to their professional development.

## **ARTICLE 9: VALIDITY OF AGREEMENT**

Should any clause, section, sub-section, paragraph or appendix of this Agreement prove subsequently to be invalid for any reason, it shall not affect the validity of the Agreement in total. Such invalid parts shall be treated as separate from the Agreement and may be updated / amended without affecting the whole Agreement.

DATE : SEP. 27, 1995

**On Behalf of Sony Operations in  
Europe an Central Management**

Jack Schmuckli  
The Chief Executive officer  
Sony Europe GmbH

DATE : SEP. 27, 1995

**On behalf of Central  
Management Representatives  
Of Sony Operations in Europe**

H. Rupsch