

2018

Staples Solutions European Works Council

# STAPLES SOLUTIONS EUROPEAN WORKS COUNCIL AGREEMENT (EWC)

March 2018

## Contents

STAPLES SOLUTIONS EWC AGREEMENT .....	2
1. Status of the Agreement .....	3
2. Scope .....	3
3. Definitions .....	3
4. Composition .....	6
5. Organization .....	7
6. Competence .....	10
7. Confidentiality .....	11
8. Withholding of information .....	11
9. Feedback to local level .....	12
10. Training of EWC members .....	13
11. Applicable law .....	13
12. Adaptation clause .....	13
13. Formal change of the Agreement .....	14
14. Status and interpretation .....	14
15. Signing by the Coordination Committee .....	15
16. Signing by Staples Solutions management .....	16

110

## STAPLES SOLUTIONS EWC AGREEMENT

Management and employees' representatives acknowledge that establishing a process of consultation between the Staples management with European responsibilities and the Staples Solutions European Works Council (EWC) could be of significant contribution towards understanding and delivering the strategic policies of Staples Solutions.

An EWC as such could offer the following advantages:

- Availability of information from all over Staples Solutions will be stimulated, especially information regarding consequences of the policy for the employees of Staples Solutions. Now often the information is restricted to the consequences concerning the individual company or the policy of Staples Solutions in a particular country. An international platform could broaden the information stream considerably.
- To be informed and to be consulted is of significant contribution to the commitment towards Staples Solutions policy. A strong commitment could not only improve the activities but could through its input improve the quality of the policy itself.
- An EWC also improves the mutual understanding. Both the understanding of the basic assumptions of the European management but also the understanding for the position of colleagues in other countries. You will have to be seated around the table, however, to discuss choices and results with one another. This point is very important to overcome possible national sentiments. Although everybody is entitled to be proud of own virtues, it is also very important to realize what it means to be working for an international operating group of companies and to make international orientation part of the thinking and acting.
- A logic result is a strengthening of Staples Solutions identity. It is not without reason that an EWC is also a public relations instrument by other companies amongst other purposes.
- Finally an EWC contributes to a better contact with foreign colleagues for the exchange of experience and the knowledge of 'how they do things over there'.
- Principles underlying this Agreement:

The parties to this Agreement consider that the EWC should:

- aim to facilitate positive dialogue between employee reps and management within the context of the Agreement
- not replace or diminish existing communication initiatives for information and consultation at national and local level
- contribute to a meaningful discussion about Staples Solutions economic performance and understanding of the competitive business environment in the European Economic Area (EEA).

## 1. Status of the Agreement

On signing, this Agreement replaces the STAPLES EUROPEAN WORKS COUNCIL AGREEMENT (SEWC) of January 18<sup>th</sup> 2012.

This Agreement operates under the terms of the DIRECTIVE 2009/38/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 6 May 2009 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 informing and consulting employees.

## 2. Scope

The Agreement shall apply to all Staples Solutions companies in the Member States of the European Economic Area (EEA). The entirety of these companies is referred to in this Agreement as 'Staples Solutions'.

## 3. Definitions

'General principle': The arrangements for informing or consulting employees shall be defined and implemented in such a way as to ensure their effectiveness and to enable the company to take decisions effectively.

- If the information is complete and correct an opinion within four weeks will be given by the EWC unless otherwise agreed upon with the Coordinating Committee.

- Where necessary, to speed up the opinion, EWC members should be allowed to attend a physical EWC meeting.
- Any remarks or concerns raised during the information or consulting process by the EWC should be answered and discussed with the EWC before execution.
- If only part of the Countries are affected by a change, it will be possible to setup a sub-committee for either those Countries or cluster Countries if this will speed up the consultation process.

If the process referred to under 'General principle' above is not followed or the correct information is not given, the EWC cannot give an opinion and no execution can take place.

After the opinion has been given, management will respond in writing to the EWC and provides a reasoned response where applicable to the concerns and remarks made by the EWC.

**'Transnational competence of the EWC'**: Issues fall within the competence of the EWC when they are transnational. Matters shall be considered to be transnational where they concern the Community-scale undertaking or Community-scale group of undertakings as a whole, or at least two undertakings or establishments of the undertaking or group situated in two different Member States. Elements that can be considered in the determination of whether a matter is "transnational" are the number of Member States concerned, the level of management involved or the importance of the issues for the European workforce given the scope of their potential effects.

These may include matters which, regardless of the number of Member States involved, are of significant importance for the employees covered under this Agreement in terms of the scope of their potential effects or which involve transfers of activities between the countries within the geographical scope of this Agreement.

If the intention of a matter or project is to be rolled out transnational in the future, it should be part of the consultation within the scope of this Agreement.

**‘Link with national bodies’:** Information and consultation of the EWC shall be linked to those of the national employee representation bodies. Consultations at both European and national levels have to be ensured in case of restructuring.

- Management should ensure there is a local employee representation body in all countries of the Member States including those countries where this is no legal requirement to have such a body.
- Members of local employee representation bodies should be informed before and invited for local sessions with employees about the execution following the above mentioned information and consultation process.

**‘Collective representation’:** The members of the EWC shall have the means required to apply the rights arising from the directive to represent collectively the interests of the employees. They shall inform local employee representation bodies of the content and outcome of the information and consultation procedure carried out within the EWC.

Official information to the employees should always be done by management and not by members of the EWC.

**‘Training’:** Employees’ representatives shall be provided with training without loss of wages (see paragraph 10).

**‘Information’** means the transmission of data by the employer to the employees’ representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such a time, in such a fashion and with such content as are appropriate to enable employees’ representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with the competent organ of the Community-scale undertaking or Community-scale group of undertakings.

**‘Consultation’** means the establishment of dialogue and exchange of views between employees’ representatives and central management or any more appropriate level of management, at such a time, in such a fashion and with such content as enables employees’ representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management, and within a reasonable time,

which may be taken into account within the Community-scale undertaking or Community-scale group of undertakings.

'External Experts': Information or consultation also need to take into account consulting (external) experts should it be required by the EWC.

## 4. Composition

The EWC is composed of employees :

- Each EEA country with at least 1% and less than 5% of the Staples Solutions workforce is entitled to at least one (1) seat at the minimum.
- Each EEA country with at least 5% and not more than 10 % of the Staples Solutions workforce is entitled to two (2) seats.
- Each EEA country with at least 10% and less than 20 % of the Staples Solutions workforce as defined under this Agreement, is entitled to three (3) seats.
- Each EEA country with at least 20% and less than 40 % of the Staples Solutions workforce as defined under this Agreement, is entitled to four (4) seats.
- Each EEA country with 40% and more of the Staples Solutions workforce as defined under this Agreement, is entitled to five (5) seats.
- Since the Staples Solutions Europe activities in the countries covered by this Agreement may be subject to change, the right to a certain number of seats may vary accordingly. The Coordinating Committee will review every two years (odd years) the need to re-allocate seats on the basis of the amount of employees per country and per business unit as on July 1<sup>st</sup>. The central HR department will provide the headcount per country to the Coordinating Committee before every meeting of the Coordinating Committee.

Employees and/or employee representatives in countries covered by this Agreement where Staples Solutions employs less than 1% of its workforce should appoint a contact person who will remain in contact with the Coordinating Committee over transnational issues that may be of importance for the employees in this country.

Employees and/or employee representatives in countries covered by this Agreement where Staples Solutions employs at least 1% and less than 5% of its workforce with a minimum of 50 employees, should appoint a contact person from the business unit in this country which is not directly represented on the EWC who will remain in

contact with the EWC member of his/her country over transnational issues that may be of importance for the employees in this business unit.

The parties to this Agreement, aim to ensure that, where possible, the EWC contains employee representatives representing all lines of business within Staples Solutions.

Exclusively employees of a Staples Solutions company shall enter into consideration as members of an employees' delegation.

The employee representatives shall be appointed or re-appointed in accordance with the national legislation, or when appropriate, in accordance with collective labor agreement or with current practice. The employee representatives thus appointed are considered to be fully representative of all Staples Solutions employees in their country or business unit including employees who join the Staples Solutions during his/her full term of office. The term of office of each employee representative in the EWC shall correspond to his/her national practice. If necessary, on business or on personal grounds, the succession of an employee representative should be organized in line with the agreed procedure on the selection of employee representatives.

The employee representatives will enjoy the protection that the national legislation and/or practice in their country of employment provide for. By virtue of exercise of their mandate, they may neither receive preferential treatment, nor may they be disadvantaged; they must receive leave of absence for attending the meetings referred to in the Agreement, in accordance with national practice. The representatives must also receive leave of absence for all activities necessary for fulfilling their membership of the EWC.

Every delegate needs to organize a back-up in the home office in case of absence.

## 5. Organization

The EWC will elect amongst its members and for its organization a Chairman and a Vice-Chairman.



The EWC will establish a Coordinating Committee, which shall consist of the Chairman, the Vice-Chairman and have up to four further members. The tasks of the Coordinating Committee includes but is not limited to the following:

- Prepare the full EWC meeting (ie time, place & agenda);
- Prepare and collect questions about information and consulting requests and prepare Requests for Opinion;
- Develop internal working and meeting procedures;
- Administration (for example minute taking, questions and documentation, involve experts and consultants when needed or support Chairman and Vice-Chairman);
- First point of contact for EWC;

If a Request for Opinion affects a member state that is not represented in the Coordinating Committee, the Coordinating Committee will invite a member of that member state to be part of the Coordinating Committee for that Request of Opinion.

A two-day plenary physical EWC meeting may take place twice a year, however at least once a year. The first day being a preparatory meeting, the second day being a meeting where the EWC shall meet the Management. The Management shall chair this second day meeting.

The Coordinating Committee will meet physically at least every quarter on a location agreed upon within the Coordinating Committee and can have representation of Management if needed or requested. If the Coordinating Committee needs to attend a meeting requested by Management, it will always be a physical meeting at Staples Solutions Amsterdam.

There will be a meeting of the Coordinating Committee before each physical meeting of the EWC.

The EWC shall be entitled in the preparatory meeting, as well as in the meeting of the Coordinating Committee, to invite internal or external experts of their choice in conjunction with topics which will be dealt with in the EWC. In so far this incurs costs, which the EWC wishes the management to bear, prior consent shall be required.

#### Regular voting:

- Voting takes place within the confidentiality of the EWC.
- Every member present has one vote.
- Voting will be done via a show of hands.
- If requested by a member, voting can be done via paper ballot.
- The total number of votes are divided by two. The votes will be rounded to the next higher number.
- If the votes are even, then the Chairman's vote counts twice.
- There needs to be a minimum of half plus 1 of the total members present for a valid vote.

In important cases, the EWC can decide to use qualified voting. A qualified vote is that 2/3 of the total members of the EWC need to approve with the proposal. An example of this vote is the change of this Agreement or voting for the Chairman seat.

It is agreed that all participants shall endeavor to reduce the number of languages used. For this purpose, all EWC members shall be offered an English course at the expense of the Group.

If necessary and if feasible, interpretation facilities shall be offered during the meetings. The extent of these facilities shall be jointly determined by the Management and the Coordinating Committee.

All written information prepared by the Management, as well as the agenda, minutes and the joint statement shall only be drawn up in English. English shall be the authoritative language.

Translation of all written information into the respective mother tongue may be undertaken in the respective home country at the expenses of the company concerned.

Travel costs for delegates related to their attendance at EWC meetings are for account of the respective operating company.

Costs connected to the meeting, such as accommodation and board for the participants, shall be paid for by Staples Solutions Europe. Same applies for costs of

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any kind of training needed to improve participation to the EWC. With regard to traveling undertaken by the employee representatives, the travel policy of the respective Staples Solutions business units shall apply.

## 6. Competence

The subjects of information and consultation transnational as defined above under paragraph 3, for example the matters listed below:

- Economic and financial situation
- Progress of the business in the different sectors
- Probable trends in employment
- Investments
- Significant organizational and structural changes
- Introduction of new working methods and procedures
- Relocation of activities
- Workforce reduction in or closure of operational units or major parts thereof, as well as collective redundancies. By way of example further themes may be:
- Safety of employees and environmental protection
- Training
- Equal opportunities

(Aforementioned list is not limitative and are examples only!)

Information and consultation shall be limited to transnational matters and, without prejudice to the responsibilities of the management. The information and consultation of the EWC shall be without prejudice to the provisions of national law and/or practice on the information and consultation of employees. Topics related to terms and conditions of employment that are negotiated at local or national level, are excluded from the competencies of the EWC.

Tasks of the Chairman and the Vice-Chairman of the employee delegation and of the appointed management representative (article 5a and 5c) on behalf of the EWC chairman.

- Preparation of the agenda for the plenary meetings
- The keeping of minutes at the plenary meetings

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- Drafting of the joint statement of the plenary meeting for use in communication to all employees to whom this agreement shall apply. Local rules shall apply to this communication.
- Point of contact between meetings, for example in the event of special circumstances significantly affecting employees' interests in several countries.
- They consult amongst themselves on the necessity and format of all further information and consultation. This could imply the involvement of the Coordinating Committee or the respective employee representatives in the EWC of the countries concerned.
- Stimulate and coordinate the internal communication amongst EWC reps in between meetings.

## 7. Confidentiality

The employee representatives must maintain confidentiality (based on their national legislation or practices) on all business and company secrets, which they learn in their capacity as members of the EWC as well as on all matters designated confidential or whose confidential nature they ought to appreciate in the light of the confidentiality requirement being imposed. This also applies to third party experts.

In case the management will require for a non-disclosure agreement (NDA), the meeting participants need to know the reasons for this, for what period exactly, and on what conditions they are to adhere to the rules of such a request. The management needs to share this with the EWC members.

Within the group though, EWC members should have a safe communication channel to share this information amongst each other.

The NDA is a personal NDA and will remain in place even if you leave your local employee representation body or you are no longer an employee of Staples Solutions.

## 8. Withholding of information

The Management shall not be bound, under the conditions and limits laid down by the legislation covering this Agreement, to disclose confidential information, when

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the nature of that information is such that, according to objective criteria, the disclosure of the information or documents concerned would seriously harm the functioning of, or would be prejudicial to Staples Solutions, or would contravene with legislative requirements.

In such a case, Management should inform the EWC about this and the reason why such information is withheld.

## 9. Feedback to local level

Without prejudice to paragraph 7 of this agreement, the members of the EWC shall inform the representatives of the employees of the establishments or of the undertakings of Staples Solutions or, in the absence of representatives, the workforce as a Whole, of the content and outcome of the information and consultation procedure carried out in accordance with this agreement.

For this purpose, within one month following the EWC meeting, official minutes will be issued in English as agreed by the appointed management representative and the Coordinating Committee, and will be circulated to all members of the EWC.

The minutes, not translated versions, will be the definitive record of proceedings.

In order that everyone in the relevant subsidiaries is informed of the deliberations of the EWC, summaries of the proceedings will be communicated to the employees according to local practices.

Where local practice do not provide for sufficient means to report back, the management and the Coordinating Committee will, in consultation with local management and employees and/or local employee representatives, discuss the way to provide for the necessary means.

These communications will be in English and are where necessary translated at the local level.

However, this Agreement will be translated centrally in all local languages requested by the EWC.

## 10. Training of EWC members

It is the intention that the EWC members are properly prepared to take an effective role in the EWC. Thus, as necessary, relevant training will be provided.

The topics and arrangements for such training will be agreed between the Coordinating Committee and the appointed management representative.

They may equally decide whether it is appropriate for the management representatives to join the employee representatives for all or part of their group training sessions.

For practical reasons, the training will, as far as possible, be combined with the EWC meeting.

## 11. Applicable law

For this Agreement, the Dutch law is applicable.

Also DIRECTIVE 2009/38/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 6 May 2009 is applicable.

## 12. Adaptation clause

In the event of a significant change of structure resulting from, for example, a merger, acquisition or major divestiture, the following provisions will apply:

- If a business unit or undertaking is divested by Staples Solutions, it will be excluded from the scope of this Agreement per effective date of the divestment.
- In situations involving a significant change of structure (for example acquisitions), the appointed Management representative and the Coordinating Committee will meet promptly to determine if it is necessary to modify this Agreement to take account of the changed structure, maintaining to the maximum extent possible the provisions and principles of this Agreement. The parties will work in a spirit of cooperation with the aim to reach consensus on any appropriate action.
- If the Agreement needs to be changed, then paragraph 13 is applicable.

In case no solution can be agreed upon, DIRECTIVE 2009/38/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 6 May 2009 is applicable.

### **13. Formal change of the Agreement.**

A request for change of the Agreement can be raised by the EWC as well as Management at any time.

The request for changes will be discussed within the Coordinating Committee and a proposal of the changes will need to be agreed upon by the EWC in whole.

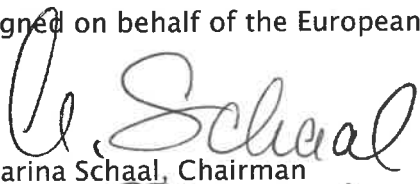
The provisions of this Agreement may be amended at any time, without affecting the whole of this Agreement or its validity, by Management together with a qualified majority of the EWC. A qualified majority is that 2/3 of the total members of the EWC need to approve with the proposed changes. The voting process itself is describes in paragraph 5.

### **14. Status and interpretation**

It is the intention of the parties that this Agreement shall be legally binding and shall have the standing of an Agreement under DIRECTIVE 2009/38/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 6 May 2009, updated 2011.

## 15. Signing by the Coordination Committee

Signed on behalf of the European employees covered by the Agreement:



Marina Schaal, Chairman



Erik van der Kolk, Vice-Chairman



Maureen Nagy



Hélène Ader



Britt Heidi Nilsen



Jan Raul de Frankrijker



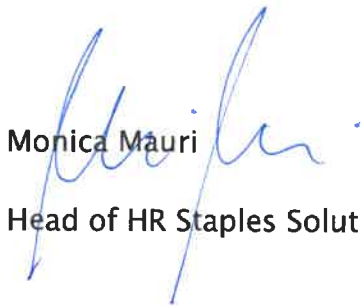
## 16. Signing by Staples Solutions management

Signed on behalf of the Staples Solutions Management:



**Dolph Westerbos**

**Chief Executive Officer**



**Monica Mauri**

**Head of HR Staples Solutions**



**Yvonne van Eck**

**Head of Legal Staples Solutions**

