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AGREEMENT ON THE CREATION OF A EUROPEAN WORKS COUNCIL FOR THE O-I COMPANY

between

The Central Management of the O-I Europe Sàrl Company, Route de Buyère 2, 1030 Bussigny-près-Lausanne, Switzerland

represented by Jean-Louis Fesani, Vice President Human Resources, and by Massimo Noviello, representative of O-I

and

the Special Negotiating Group

represented by:

- Members of the EWC:

O-I France:	Frédéric Fournier / Franck Ellie / Frédéric Forestier
O-I Germany:	Dietmar Liesh
O-I Spain:	Juan Manuel Diaz Nicolas
O-I United Kingdom:	Mark Wilkinson
O-I Hungary:	Tibor Dombóvári
O-I Italy:	Vincenzo Guzzo Menzo / Cristiano Ciarla / Riccardo Godoreci
O-I Netherlands:	Glenn Gouw
O-I Czech Republic:	Tomas Dvorak
O-I Poland:	Artur Poliszak

PREAMBLE

The growth of O-I's business within the European Economic Area, the expansion of trade in Europe, the need for improved competitiveness to deal with constantly increasing competition from the world's major glass manufacturing groups: all of these factors are creating a context of greater responsibility and motivation, in which each employee's commitment and the development of pan-European social dialogue are crucial to the company's success.

It is with this in mind that the parties have agreed upon and signed the present agreement, which falls under Directive 2009/38 of the European Parliament and the European Council, dated May 6, 2009, and its transposing Italian Legislative Decree n. 113/2012 of June 22, 2012 (hereinafter the "Decree n. 113/2012").

For the purposes of this Agreement, transnational matter is one taken at O-I group level concerning two O-I group undertakings or companies operating in two different countries, or a decision involving one country only, but whose scale is such that it will, by its very nature, significantly impact the O-I group as a whole.

Article 1: Terms of Reference

1.1. The O-I European Works Council (EWC) is a body whose role is to provide a forum for information and consultation concerning the transnational matters of the company's strategic policies in Europe, with reference to economic, financial and social fields.

The information provided concerns the Company O-I in Europe and notably:

- major developments;
- the economic, financial and social situation, also by means of the items listed in the technical annex (see below);
- the situation of production and investments;
- the commercial situation and market developments;
- fundamental changes to the company's general organization;
- the issues of rationalization, reorganization, the restructuring and geographical situation of business activities, the introduction of new working methods or technologies;
- general training policies;
- employment policy and development;
- the environment and living conditions, and workplace safety;
- significant investment decisions, including takeovers, the creation of joint ventures or mergers;
- takeover bids or public exchange offerings.

On all these various subjects, documents shall be sent to Council members at least fifteen days prior to each plenary meeting, to allow detailed discussions and to enable the Council to express its remarks and opinions.

1.2. Furthermore, in exceptional circumstances with significant implications for the interests of employees and jobs and for transnational matters, particularly in the event of delocalization, company or plant closures or large-scale redundancy plans, the Management of O-I Europe undertakes to inform the board of the Council at a special meeting. Following this meeting, the board may convene a full extraordinary meeting, if necessary.

In exceptional circumstances not covered by the first paragraph, the board of the Council may approach the management at their own initiative, to seek an extraordinary meeting. In this event, the Council board's request must be clear and properly argued, to enable the management to reach a decision on whether to grant it. A response shall be given, in the same way, and/or in a meeting with Council board, within a maximum period of three weeks.

The EWC may, either at the end of the extraordinary meeting, or within a period of twenty (20) working days thereafter the receipt of the proper documents, issue a non-binding opinion on the information received.

1.3. The EWC shall not replace the existing representative consultation bodies in each country.

However, the EWC shall not affect the prerogatives of the central and local management who remain responsible for their management and decisions.

Article 2: Scope

In accordance with the applicable texts, companies that are part of the O-I group in the following European countries (see below) are concerned by the present agreement:

- France
- Germany
- Netherlands
- Spain
- United Kingdom
- Hungary
- Estonia
- Italy
- Czech Republic
- Poland

Article 3: Composition

3.1. The EWC is made up of 15 members.

3.2. Given the geographical situation of the O-I companies in EU Member States and the number of employees working for them, seats on the EWC shall be distributed proportionally as follows:

- 3 seats: France
- 3 seats: Italy
- 2 seats: Netherlands
- 1 seat: Germany
- 1 seat: Spain
- 1 seat: United Kingdom
- 1 seat: Poland
- 1 seat: Czech Republic
- 1 seat: Estonia
- 1 seat: Hungary

Every two years, an assessment will take place to verify whether the distribution of seats is still appropriate, given the criteria and changes to the group and its workforce. In the event of significant changes to the European structure of the O-I Europe Group, the parties to the agreement may agree to alter this distribution.

Should a change of the European locations of the O-I companies occur, seats will be assessed and re-distributed in relation to the effective new geographical situation of the O-I companies in EU Member States.

3.3. EWC members must be employees of a company named in the scope of the present agreement and, where there is an existing staff representation body, must sit on that body as an elected or trade union staff representative. They are appointed according to the current rules applicable in each country.

The mandates of EWC members shall run for a period of four years. This period shall begin at the first plenary session of the Council, held under the present agreement. The mandate shall end by rights if the member in question ceases to be an employee of an O-I company or loses his/her

elected or trade union mandate. In the latter case, the national delegation concerned may appoint a replacement, subject to the rules in force in that country.

In certain cases, the local companies (countries) might organize an annually rotating role between the various trade union bodies present at the Company. Any such decision must be the subject of an explicit prior agreement between them.

Article 4: Organization

4.1. The EWC shall meet at least one per year, approximately by the end of June, at the behest of its Chairperson. The EWC shall be chaired by the Presidency of O-I Europe or his/her representative, assisted by the Group Human Resources Director, and a Human Resources Director from a subsidiary, the COO and the CFO. Company managers, selected by the Chair for their responsibility and expertise on the subjects to be covered on the agenda, may attend and contribute to the Council's meetings. The meeting will be held for at least two days and where it may appear more suitable for organizational reasons.

Following each meeting, the Management shall issue minutes in the various languages, which shall then be sent to the personal addresses of all participants and group employees by standard methods.

4.2. The board of the EWC (hereinafter also the "Board"), that shall meet at least one per year, approximately by the end of December, shall be composed of five (5) officers (hereinafter, also the "Board"). In exceptional circumstances the board of the EWC can invite a further EWC member in the interest of a country that is related to the matters under discussion and not represented in the board of the EWC.

The EWC shall appoint a secretary from among its members. Following this appointment, a board of five (5) officers is also appointed. The agenda of each meeting shall be determined by the Chairperson of the EWC or his/her representative and the secretary, and sent to Council members fifteen days prior to the meeting.

Members of the EWC may meet for half a day on the day before the plenary meeting, and also on the afternoon following the plenary meeting, in the absence of the company Management. The Management shall provide members of the EWC and the members of the Board with appropriate premises and resources with which to hold such meetings.

4.3. Independently of the special prerogatives attributed to it in paragraph 1.2. of the present agreement, the Board's role is to liaise with the company Management where and when it may appear more suitable for organizational reasons.

As such, and at the initiative of the Chairperson, meetings of the board may be organized for information purposes, although they may not replace the prerogatives of the EWC.

4.4. Members of the EWC and experts of the EWC are not permitted to disclose any confidential information. Members of the EWC and their experts/consultants are not authorized to reveal any information which has expressly been provided to them in confidence. This provision does apply to those items of information that, at the end of the meeting, the Management of O-I Europe, also upon the EWC's indications, will expressly classify as confidential. This obligation shall continue to apply for three (3) years after their mandate has expired.

The company Management, within limits imposed by national legislation, reserves the right not to disclose information which it believes may seriously damage the company's operations, the company itself or its shareholders.

Article 5: Resources

5.1. The EWC and the Board may be assisted by experts of its choosing wherever necessary for the accomplishment of its tasks. Any expert's fees, other than those specified in Article 16.12 of the Decree 113/2012, shall be met by the company after approval of the mission and the quotation by the Management.

5.2. The costs of organizing meetings, venues and interpreters, travel and accommodation shall be met by O-I Europe, for preliminary, plenary and post-plenary meetings related to the EWC and the Board. The time spent in meetings is considered as time worked and must be remunerated in the normal way.

5.3. At preliminary, plenary and post-plenary meetings, members of the EWC and of the Board shall receive assistance from interpreters, whose services shall be paid for by O-I Europe.

5.4. Members of the EWC and the Board will attend training courses in economics and social matters. The organization of such training course will be fixed in accordance with O-I Europe that will bear the relevant costs.

5.5. For the purposes of fulfilling their mandates, each member of the EWC board shall have the time needed to complete their functions, fixed at number of hours per year that the country applicable law of each EWC country members defines, with the possibility of exceptional derogation (and with the General Management express authorization) excluding time spent in meetings with the Management of O-I Europe.

Article 6: Protection of EWC Members

Members of the EWC shall receive the protection introduced by the legislation and conventions in place in the States they represent at the European Works Council.

Article 7: Duration of the Agreement

7.1. The present agreement is signed for a determinate period of four (4) years, to run from the date of its signature. Upon its expiry, it shall be renewed for a further period of four (4) years, unless terminated by one of the parties. In this case, notice of the termination must be given at least six months before the agreement's normal expiry date, by recorded delivery with acknowledgement of receipt.

7.2. The parties agree to meet after the first two years of application of the present agreement, to examine whether any provisions thereof require amendment.

Article 8: Governing Law and Languages

8.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including sanctions, alternative dispute resolution scheme, disputes or claims) shall be governed by and construed in accordance with Decree n. 113/2012.

8.2. In the event that any dispute shall occur between the parties arising out of or resulting from the construction, interpretation, enforcement or any other aspect of this agreement, the parties hereby agree to accept the exclusive jurisdiction of the Court of Milan and the alternative dispute resolution stated by Section 18 of the Decree n. 113/2012.

8.3 In the event that any dispute shall occur between the parties it is understood that the English version of this agreement will prevail on the translated versions. This Agreement will be translated in each language related EWC's members.

January 28, 2014

For O-I Europe

Massimo Noviello
Representative of the O-I Central Management

For the Special Negotiating Group

The Special Negotiating Group (see appendix)

NAME	SIGNATURE
Franck ELLIE	
Frédéric FOURNIER	
Frédéric FORESTIER	
Dietmar LIESH	
Juan Manuel DIAZ NICOLAS	
Mark WILKINSON	
Tibor DOMBOVÁRI	
Vincenzo GUZZO MENZO	
Cristiano CIARLA	
Riccardo GODORECI	
Glenn GOUW	
Tomas DVORAK	
Artur POLISZAK	

Annex – Table of information

Appendix