

## 2012 European Works Council Agreement

**By and between DSS Plc**

**And**

**The elected Employee representatives including UNI Europa Graphical & Packaging**

**It has been agreed as follows:**

**Preamble:**

In order to ensure the continued long-term success in a highly competitive international environment, DSS Plc and the elected Representatives of its employees have agreed on a voluntary basis to implement a pro-active strategy of timely and appropriate communication relating to DSS Plc corporate vision, values, goals and the conduct of its businesses by establishing a forum for information and consultation between DSS Plc management and the Representatives of its employees.

Prior to entering into this Agreement, there were in place within both DSS Plc. and SCA existing Article 13 European Works Council agreements. This voluntary negotiated Agreement replaces the previous Article 13 European Works Council agreements in place at DSS Plc. and SCA, and is intended to continue the spirit of voluntary collaboration and teamwork.

This Agreement is between the Management of DSS Plc and Representatives, including recognised Trade Unions through UNI Europa Graphical & Packaging, of the entire Workforce in all member or candidate countries of the European Union, European Economic Area and Switzerland. This Agreement provides for the exchange of Information and Consultation on Transnational Matters with such employees. It will remain in place for a minimum period of three years after signing. However, after the end of this three year period it may be terminated at any time by either party in writing serving six months written notice on the other.

If circumstances arise whereby either party deems this voluntary Agreement to have become untenable then all parties agree that a new agreement shall be negotiated under Article 6 of the Directive 2009/38/EC. In the event of notice being served to terminate the Agreement, both parties commit to initiate discussions for a new agreement within 6 months of the termination date and will endeavour to ensure that a new agreement is in place within 12 months of the termination date. Until the new agreement is signed by both parties, the current Agreement will remain in place.

The language of the EWC and this Agreement shall be English and, as such, the Agreement shall be constructed in accordance with the English language. When signed, this Agreement will be translated into all relevant languages and be made available to each member of the EWC.

## **Definitions:**

DS Smith Plc. ("DSS") its subsidiaries and any business within Europe over which it can exercise a dominant influence by virtue of ownership, financial participation or the rules which govern the business. The ability of DSS to exercise a dominant influence over a business will be presumed (unless the contrary is proved) when it directly or indirectly:

- (a) Can appoint more than half of the members of the businesses administrative management or supervisory body;
- (b) controls a majority of the votes attached to the business's issued share capital; or
- (c) holds a majority of the businesses subscribed capital.

**Information:** Information means transmission of data by the employer to the employees' representatives in order to enable them to properly acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such 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:** Consultation means the establishment of dialogue and exchange of views between employees always within a reasonable time of the contemplated measures to which the consultation is related and at such time, in such fashion and with such content as enables employees' representatives to express an opinion on the basis of the Information provided about the contemplated measures to which the consultation is related, having regard to the responsibilities of DSS management to take decisions effectively. Consultation under this Agreement will be more than the mere provision of information to Representatives. It will comprise a genuine dialogue in which Representatives will be given suitable opportunities to ask questions, express opinions and submit suggestions, all of which will be considered by Management.

Consultation shall be conducted in such a way that members of the EWC can, if they so request within a reasonable time, meet with central management and the Executive Committee to obtain a reasoned response to any opinion they have expressed.

**Transnational Matters:** means matters that (I) concerns DSS as a whole or at least two undertakings or establishments that form part of DSS situated in two different European countries and (II) when taking into account both the scope of its potential effects on and the importance for Employees, should be subject to transnational Consultation. For the avoidance of doubt, matters will be deemed to concern DSS as a whole or at least two undertakings or establishments that form part of DSS situated in two different European countries where, notwithstanding that they may directly impact upon employees in only one country, they have an indirect impact on employees in at least one other country (an example being the closure of a site or the dismissal of employees by reason of redundancy in one country only, where such closure and/or dismissals have a "knock-on effect" on employees in at least one other country).

**Countries:** Member or candidate countries of the European Union, European Economic Area and Switzerland or any country included in this Agreement.

**EEA:** All countries which are member states of the European Economic Area.

**Employees:** All employees employed by DSS in Europe considered to be an employee under the respective national laws .

**EWC:** The works council set up in accordance with this Agreement to represent all Employees in countries covered by this Agreement.

**Management:** The Executive Directors of DSS and the Divisional Chief Executives of each Division.

***Divisions: Paper, Packaging, Plastics and Recycling***

**Party:** Each signatory to this Agreement in their representative capacity.

**Representatives:** The representatives elected or appointed in accordance with paragraph 3 to represent all employees

**Agreement:** This agreement and its appendices as amended from time to time in accordance with its terms and conditions.

## **1) Aims, guiding principles and objectives**

### **1.1**

In view of the size, growth and global nature of DSS this Agreement has been established to promote the exchange of transnational information and consultation with DSS employees. DSS considers that such an arrangement is mutually beneficial to DSS and DSS employees and will assist with the long-term success and profitability of DSS in a highly competitive European Environment.

### **1.2**

The parties believe that a positive process for information and dialogue at European level specifically designed to meet the needs, and for the mutual benefit, of DSS and the Employees, will help to maintain an open and communicative environment between DSS and the Employees, to enhance and further the reputation which DSS holds in the market place.

### **1.3**

The parties acknowledge that this Agreement shall be in addition to existing functioning local and national systems for the provision of information and consultation and that this Agreement shall not encroach onto subjects which are best discussed at local level.

### **1.4**

The parties wish to develop a culture of mutually fulfilling, trust-based labour-management relations. This is a top priority to achieve the level of social dialogue DSS wishes to foster at the European level, in particular with and through the European Works Council.

The aim is to arrive at a social policy driven by both employee and company needs, one that is also mindful of Trade Union rights. In this context, with an eye to the needs employees have expressed for security and stability and in light of the fundamental role they play in the company's success, DSS pays particularly close attention to informing them, promoting their development and providing them with the management they need to deal with changes that may affect them.

These commitments are more specifically documented in a Code of Conduct entitled ["D S Smith PLC – Code of Conduct on Group Standards and Ethical Behaviour"], [copies of which are held by Management and Representatives and which can also be found on the DSS website].

### **1.5**

The European Works Council is an information-gathering, consensus-building body (as defined by the European directive). It provides for the provision of information and consultation on Transnational Matters or ad-hoc issues which affect at least two countries covered by this Agreement.

The EWC does not deal with issues which affect employees in only one country and does not replace local representative bodies which fully retain their powers to handle local issues without interference or control.

#### 1.6

In the interest of its employees, clients and shareholders, DSS pledges to undertake reasonable endeavours to optimize internal and external job redeployment opportunities, when applicable, for all DSS employees affected by possible employment issues.

DSS will use its reasonable endeavours prevent compulsory redundancies and other collective disruption, by pursuing other approaches whenever reasonably possible. In particular, DSS will:

Seize the opportunities offered by natural headcount attrition to facilitate employment issues.

Make every effort to help employees analyze their skills and career paths and offer them training, outplacement and reassignment opportunities whenever this becomes necessary.

Give priority to voluntary departures and job redeployment instead of redundancies and other forms of collective disruption.

DSS recognizes that the above alternate social measures give employees a positive influence in their future, even in a period of difficult restructuring.

#### 1.7

Because it believes that all employees have a right to work under conditions that ensure their safety and protect their health in accordance with DSS Best Practice, DSS will regard all measures that promote health and safety in the workplace as a matter of the highest priority.

#### 1.8

Aware that training is an important and high priority investment both for its employees and for DSS as a whole, DSS pledges to develop a continuous learning culture enabling its employees to develop their skills and meet their professional goals and the company's needs. To this end, wherever possible, each DSS Company shall offer appropriate training and development programmes as resources permit.

#### 1.9

DSS will not discriminate against its employees because of gender, race, colour, ethnic or national origin, genetic makeup, disabilities, sexual orientation, language, religion, belief, age, marital status, gender reassignment, political belief, personal convictions or union membership. DSS pledges to ensure that each employee is fairly treated in matters of employment, work activity and compensation.

#### 1.10

DSS is committed to the Environment and makes a major contribution to conserving resources and reducing landfill waste through its position as a leading European collector of waste paper for recycling and being one of the largest producers of recycled paper.

The Group's corrugated and plastic packaging products are made from recycled raw materials wherever it is practicable. Corrugated packaging is fully recyclable.

The Group's paper and packaging businesses work with their customers and retailers to optimise the use of resources and reduce waste in their supply chains. The Group's Key Corporate Values statement requires all employees at all times to act ethically with integrity and protect the environment.

## **2) Topics on which there will be information provided and consultation with employees**

### **2.1**

The scope of this Agreement will be restricted to matters of a transnational nature. Issues relating to remuneration, compensation, benefits or terms and condition of employment will be excluded from discussion under the procedures set out in this Agreement, as they are local in nature.

### **2.2**

Suitable information will be provided to Representatives and where appropriate consultation will be undertaken with Representatives on relevant topics including but not limited to:

- Financial and economic performance of DSS ( and in particular its European operations);
- Strategic direction of DSS (including probable development of the business and of production and sales, the situation and probable trend of employment and investments);
- Mergers, acquisitions, joint ventures and disposals.
- Introduction of new working methods or production processes
- employee development and training;
- Major restructuring programs;
- Collective redundancies;
- Cutbacks or closures
- Health & Safety and the environment.
- Equal Opportunities and diversity.
- DSS Group Personnel Policies
- Social Issues which impact DSS
- Competitor activities and Market development

The DSS Group HR Director and the DSS Group EWC Executive Committee Chairperson and Vice Chairperson will together agree on a case by case basis those matters in respect of which there will be an obligation to consult, as opposed to those matters in respect of which there will be an obligation only to provide information.

## **3) Geographic Scope and Structure**

### **3.1**

The EWC will comprise the Representatives elected or appointed in accordance with this Agreement who will meet with Management.

### **3.2**

Each Division shall establish a European Works Council (EWC) comprising of employee representatives from that Division ("the Divisional EWC) where numerically viable. Where a Division is not numerically viable, the representatives will be allocated by the Group level Executive Committee to another complimentary Division.

The number and geographic coverage of employee representatives in a Division should be agreed upon by management and the respective Divisional Executive Committees (see 3.3.below).

### 3.3

Each Divisional EWC shall appoint/elect one of its members to act as chairperson and one to act as deputy chairperson. Each Division shall elect an Executive committee with a maximum of four members ("the Divisional Executive Committee") and at least two deputies. In the case of a combined Division, representation (proportional to each) sub-division shall be elected to the Executive Committee. The chairperson and deputy chairperson are automatically in the Divisional Executive Committee. If possible, the members of the Divisional Executive Committee should represent different countries. The main task for the Divisional Executive Committee is to jointly with management prepare EWC meetings and be the point of contact between Divisional management and the Divisional EWC.

The Divisional Executive Committees of the Divisional EWC's will together comprise the DSS Group EWC.

### 3.4

A chairperson and deputy chairperson and at least two deputies for the DSS Group EWC will be elected from among the representatives comprising the DSS Group EWC. The chairperson and the deputy chairperson should represent different Division EWC's and different countries/nationalities.

Members of the DSS Group EWC Executive Committee shall be the chairperson of the DSS Group EWC and the chairpersons of the Divisional EWC's.

The DSS Group EWC will appoint an individual to the position of "Development Co-ordinator". The first incumbent to the role of Co-ordinator shall be the chairperson of the DSS Group EWC. The individual appointed to the position of Development Co-ordinator (such appointment being made by the chairperson or in their absence the deputy chairperson) may be an elected member of the DSS Group EWC or may be an external appointment. Should the Development Co-ordinator be an elected member of the DSS Group EWC and thereafter lose their position within the DSS Group EWC, this will not preclude the individual from continuing in the role as DSS Group EWC Development Co-ordinator.

If a member of the DSS EWC is not able to attend a meeting, a replacement for him/her can be appointed by the relevant divisional EWC. Thereby each Division can always be fully represented at DSS EWC Group meetings.

### 3.5

If there are substantial changes in DSS's organizational structure, the number of employees in any of its Divisions and/or the countries in which it has Business operations either party may request a discussion on how to change the balance in employee representation. Such changes will have no other effects on this Agreement. If the number of employees in a Division has been reduced below the respective threshold, the representative shall complete his/her elected term of office.

### 3.6

In accordance with local law and practice in each country where there are Employees, there shall be elected or appointed to attend the EWC as representatives for the Employees for each operating division in that country:

To ensure fair and proportional representation the following employee to representative ratio shall apply for each operating division within a country covered within this Agreement

One Representative where the total number of Employees within each division in that country is between 1 and 600;

A second Representative where the total number of Employees within each division in that country is greater than 600 and less than or equal to 1,400; and

A third Representative where the total number of Employees within each division in that country is greater than 1,400 and less than or equal to 2,500.

An additional Representative for every 1,500 Employees within each division in that country in excess of 2,500.

Numbers Employed	Reps	
1	600	1
601	1400	2
1401	2500	3
2501	4000	4
4001	5500	5
5501	7000	6
7001	8500	7
8501	10000	8

*Employee to Representative Ratio Table*

DSS undertakes as part of this Agreement to use its reasonable endeavours to ensure that all elections for the role of Representative or for any other office on the EWC or any Divisional EWC are undertaken fairly, by secret ballot and otherwise in accordance with best practice, and devoid of any coercion, intimidation, discrimination, bullying or harassment.

### 3.7

A Substitute shall be determined at the same time as the Representatives and shall be the person(s) polling the next highest number of votes after the Representatives elected in each ballot or as shall be appointed in accordance with local laws and practice. If a Representative is unable to attend an EWC meeting, for example due to illness or other reason, the Substitute will attend the meeting in his/her place. If a Substitute Representative is to attend a EWC meeting, the respective Select Committee should be informed prior to them attending. A Substitute Representative may also attend on a one off occasion to gain experience of attending EWC meetings. All Representatives must take the appropriate administrative arrangements for attending a EWC meeting with the respective Executive Committee and/or designated organizer.

### 3.8

Only Employees with at least two years of service in DSS or acquired companies shall be Representatives, as the parties believe this will enhance the information and consultation process between DSS and the Employees as such a Representative is likely to have a wider internal network and sufficient knowledge of DSS. This will include (but not be limited to) training on the role and remit of both European Works Councils and their employee representatives, suitable IT training, training on understanding company accounts and, where appropriate, presentation skills training.

### 3.9

The inclusion of employees employed by DSS in businesses in countries which are outside the countries covered by this Agreement, may be proposed to attend meetings by Management or the EWC. Attendance will be subject to the agreement by the parties.

### 3.10

In the absence of any national law, employee representatives will be selected by a secret (anonymous) ballot in accordance with the procedure providing for the election/appointment of employee representatives under the subsidiary requirements of that countries national law implementing council directive 2009\38 EC.

### 3.11

If during his/her appointment to the EWC a Representative leaves the employment of DSS or notice of termination of their employment is served for whatever reason their terms of office as a Representative will terminate at the cessation of employment.

The delegated Substitute shall take the Representatives place for the remainder of such appointment. If there is no Substitute, a new ballot (where necessary) or a new appointment in the country and Division in question shall be carried out.

## 4) Duration of the mandate

### 4.1

Periods of office for all Representatives will be determined in accordance with established procedures in each country. It is, however, recommended that representatives are elected for as long a period as possible under national statute/procedures, preferably five (5) years. There will be no prohibition on a Representative being re-elected to office in accordance with the established election procedures once their term of office has expired.

### 4.2

To ensure a smooth transfer and continuance in the transition period after the signing of this Agreement, the next election of EWC members shall be in 2018 and after that as stipulated in paragraph 4.1.

## 5) Meetings

### 5.1

Divisional Management and the Divisional EWC's will hold two meetings per year. The Division will be represented by Senior Management at these meetings.

The timing of the Divisional EWC meetings will be such that they are held one day before the Group EWC meeting or as otherwise agreed. The location of the Divisional EWC meetings will be in the same city as the Group EWC meeting.

### 5.2

The Divisional EWC Executive Committee will meet with representatives from Management two to six weeks before the Divisional EWC meetings for the purpose of coordinating the meetings.

### 5.3

In addition, one Divisional EWC meeting of one week per year for communication training will take place. Depending on circumstances, the respective Divisional EWC Executive Committee can request that this meeting be combined with information from the Divisional management.

### 5.4

Where there are exceptional circumstances affecting the employees' interests, extra meetings will be held with the appropriate level of management upon the request of the respective EWC Executive Committee.

### 5.5

The DSS Group EWC will meet twice per year with the Group CEO or his alternate.



## 5.6

The Group EWC Executive Committee will meet with representatives from Management two to four weeks before the Group meetings for the purpose of coordinating the meetings.

## 5.7

Employees' Representatives may meet the day before the Divisional EWC and the day after the Group EWC meetings without the Representatives of Management being present.

## 5.8

Jointly agreed minutes will be distributed within three weeks after any meeting.

## 5.9

Every second year a joint meeting will be arranged with all EWC's. This meeting replaces one of the two ordinary meetings of the Group EWC.

## 5.10

It is intended that the Divisional EWC format will allow for flexibility in combining meetings with business events or special activities. The meetings should be scheduled to allow time for internal pre and post meetings for the employee representatives. Secretarial assistance during the meetings will, if requested, be provided by DSS.

## 5.11

An initial draft agenda in English, to include relevant items from the subject matter in paragraph 2.2 will be prepared together by Management and the respective executive committee and circulated to Representatives at least four weeks in advance of the respective EWC meeting.

The division Executive Committee shall notify the Group Executive Committee of any additional items to be added to the agenda promptly and in any event not less than three weeks in advance of the respective EWC meeting.

The division Executive Committee will then circulate by E-mail to Representatives a final agenda, translated as required, at least two weeks in advance of the respective EWC meeting.

Management will also circulate to Representatives a final agenda by E-mail at least two weeks before the respective EWC meeting with a list of all meeting attendees and, where available, translated scripts for the speakers. Where scripts are not available, Management will provide attendees with a translated summary of the presentation materials.

## 5.12

The date, time and location of EWC meetings will be determined by the respective management and Executive committee, in accordance with the provisions set out at paragraph 5.11 above.

## 5.13

During plenary meetings, the substitutes in the host country shall attend preparatory and plenary meetings but shall not have the right to vote.

## 5.14

After any EWC meeting a communiqué will be drafted by the Executive Committee. The communiqué will be circulated promptly (and in any event not later than 4 weeks after the meeting) to all Representatives, Management and Employees in line with local practice. The communiqué will be translated into each local language. The costs for translation will be covered by DSS.

## 5.15

Representatives will be given time off from normal duties with payment of full salary and benefits to attend Divisional and Group EWC meetings or any related EWC meetings/activities together with the necessary travel time.

Representatives will not suffer unfair treatment or be subjected to any detriment as a result of their duties on the EWC and will be covered by the national law of their country of employment. Where meetings fall on representative's days off due to work patterns, the time will be considered working time and compensated in accordance with national or local agreements.

## 5.16

In order to fulfill their duties as a EWC member in accordance with paragraph 13, EWC representatives shall have private access to a:

- Company computer, netbook or mobile phone with web access and send & receive email facility
- Photocopier
- Printer
- Mobile Phone

EWC representatives shall be afforded reasonable time to facilitate effective communication.

## 5.17

The EWC will be provided with the means required to fulfil their duties arising from this Agreement and to represent collectively the interests of DSS employees.

## 6) Language

### 6.1

The official language of all EWC agendas, meetings, preparatory meetings, communiqués, reports, minutes and other documentation will be English.

### 6.2

Simultaneous interpretation/translation facilities into all relevant languages will be made available in accordance with this Agreement and otherwise where necessary.

### 6.3

The parties agree that to enhance the communication process it would be helpful for any participant in preparatory meetings or EWC meetings to be able to communicate easily with the other participants. DSS has therefore agreed to provide and pay for training for all participants in the English language where required.

## 7) Experts

### 7.1

This EWC has agreed to use the services of experts appointed by the appropriate Executive committee to assist them. Experts shall be regarded as those whose education or knowledge and experience will help the EWC's understanding of a subject and assist in the decision making process. Examples could be, but not limited to, experts from the field of health, safety, pensions and industrial relations.

## 7.2

A seat on the Group EWC without the right to vote shall be reserved for a UNI Europa Graphical Packaging representative, considered an EWC expert. This UNI Europa Graphical Packaging representative may take part only in the 2 annual Group EWC plenary meetings. He or she receives the same information as the other meeting members and has the same obligations to preserve confidentiality. Experts can be invited by the respective divisional executive committees to participate at their EWC meetings.

Experts and observers shall at all times conduct themselves with respect for the diversity of beliefs and affiliations of Representatives without favour and provide advice and opinion for the benefit of all DSS employees. The Group together with the Division executive committee reserves the right to exclude experts or observers whose conduct or performance fails to meet the required standards.

The Executive Committee of the Group EWC will be entitled to professional independent legal advice from a suitable qualified solicitor, who shall be chosen by the Group Executive Committee. All reasonable costs and expenses associated with the provision of such advice will be paid for by DSS on the basis that these costs and expenses are agreed in principle before being incurred with the group HR director.

## 7.3

Employee representatives from units that are affected by exceptional circumstances e.g. structural change, closure etc. may attend meetings of their respective EWC executive committee accompanied by their national EWC representative.

## **8) Expenses**

### 8.1

The operating expenses of the EWC meetings and preparatory meetings, and language training as provided in this Agreement, will be financed by DSS as follows.

### 8.2

DSS at local level will pay the costs of salary for Representatives to attend EWC meetings. The costs of accommodations and travel of Representatives for EWC meetings will be paid by DSS and recharged to the respective division.

### 8.3

All reasonable non legally required experts cost for a Group EWC meeting will be agreed with the DSS Group HR Director in advance. In the case of a divisional EWC meeting the cost of experts must be agreed with the Head of Division in advance.

### 8.4

The costs for necessary training of EWC representatives will be financed by DSS and recharged to the respective division. These costs will, subject to local legislation or agreements, have to be agreed in principle before being incurred with the group HR director.

## **9) Confidentiality**

### 9.1

The information discussed at the meetings shall be communicated to the Employees except Confidential Information or Sensitive Confidential Information.

## 9.2

Representatives of the EWC acknowledge that they will have access to and be entrusted with information in respect of technology, business and financing of DSS and possibly that of its and/or their clients, customers, suppliers, agents and business associates, that amounts to a trade secret, is confidential or is commercially sensitive which if divulged may damage DSS or which could contravene regulatory or legal requirements or any express or implied confidentiality obligation imposed upon DSS ("Sensitive Confidential Information"). Employee Representatives also recognise that DSS has other information regarding the businesses, customers and suppliers, agents and business associates and employees of DSS which may be confidential and may not have been announced publicly ("Confidential Information").

## 9.3

Representatives of the EWC shall keep secret and shall not use or disclose to any person, company or third party any of the Sensitive Confidential Information or Confidential Information other than when directed by DSS and where prior permission has been granted in writing by the EWC Chairperson.

## 9.4

DSS reserves the right not to disclose Sensitive Confidential Information to Representatives. However, DSS will share Confidential Information with Representatives where possible and where such information is disclosed, DSS will highlight this to the Representatives and that it is not to be used or disclosed outside the EWC unless permission for such release of information has been given in writing by the EWC Chairperson. DSS will also explain promptly the reasons for not sharing any Confidential Information or Sensitive Confidential Information.

## 9.5

The restrictions contained in this Clause shall continue to apply after termination of an Representative's service on the EWC whether or not they remain an employee of DSS.

## 9.6

The restrictions contained in this Clause shall continue to apply after the termination of this Agreement.

## 9.7

The restrictions contained in this Clause shall not apply to any Confidential Information or Sensitive Confidential Information:-

- i) if a Representative can demonstrate that it was in the public domain other than as a result of a breach of the provisions of this Clause.
- or
- ii) which is required to be disclosed by any court or regulatory body.

## 9.8

All notes, memoranda and other documents and materials (in whatsoever form) containing Confidential Information or Sensitive Confidential Information or otherwise relating to the business of DSS (whether created or acquired by DSS or an Employee Representative) shall be:-

- i) the property of DSS; and
- ii) surrendered by the Representative to DSS at the termination of their service on the EWC or at the request of DSS at any time.

## **10) Authorised Signatories**

### 10.1

The Management signatories are authorised to sign this Agreement on behalf of DSS.

### 10.2

The current Representatives have been duly elected or appointed in accordance with local law and arrangements and are authorised to sign this Agreement on behalf of the Employees.

### 10.3

UNI Europa Graphical is authorised to sign this Agreement on behalf of the European Trade Unions.

## **11) Applicable Law And Authoritative Language**

### 11.1

Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts and English law shall apply. Any such dispute that cannot be settled by mutual agreement between the Management of DSS and the DSS EWC's shall be submitted to an agreed mediator. DSS will provide the EWC Chairman with the name of three mediators (one of whom shall be and ACAS mediator), and the EWC Chairman shall choose a mediator from one of those three.

### 11.2

This Agreement shall be interpreted and construed in all respects in accordance with the English language version. In the event of any actual or perceived ambiguity, the English language version will prevail.

## **12) Previous Agreements**

### 12.1

This Agreement contains the entire and only agreement providing for the exchange of transnational information and consultation with the Employees and shall commence when duly signed by Management and the current Representatives. This Agreement amends and is in substitution for all previous agreements and arrangements between DSS' Management and representatives relating to the exchange of transnational information and consultation with Employees, all of which will be deemed to have been superseded by consent with effect from the commencement of this Agreement.

## **13) Adaptation**

### 13.1

To ensure the appropriate continuity of the EWC established under this agreement the following provisions will apply:

- i) If DSS acquires or establishes a business which has operations and employees in a country in the EU or EEA and which itself has no European Works Council, such business shall be deemed an additional member of DSS and this Agreement will be extended to the in scope employees in such business and where appropriate additional Representatives shall be appointed in accordance with this agreement if the overall number and/or location of employees in the acquired or established business and the jurisdiction justifies.

- ii) Where a business acquired by DSS has its own European Works Council, this agreement shall be deemed to extend to the employees in the scope of this EWC, in such business covered by such European Works Council all of whom shall become Employees covered by this EWC Agreement. Such business shall be deemed an additional member of DSS and appropriate steps shall be taken to terminate the European Works Council of the acquired business as soon as practicable.

Further, steps shall be taken to appoint where appropriate additional Representatives if the overall number and/or location of employees in the acquired business so justifies.

- iii) Where a business ceases for whatever reason to be a member of DSS, its employees automatically cease to be covered by this Agreement.
- iv) In the event of a recognised merger of equals between DSS and another group, the Management will use its reasonable endeavours to agree with the management of such other group that this Agreement shall cover the entire merged business. If this is not practicable (for example, where such other group has its own EWC and there are conflicting terms) the Management shall submit to the Representatives such proposals for the future Transnational Information and Consultation of Employees within DSS, (which may include amendments to this Agreement, its termination or substitution), as it deems practicable and appropriate in the circumstances then prevailing. If no agreement is reached within 12 months on such proposals, or any counter proposal submitted by Management, the EWC shall be deemed automatically dissolved and, save in relation to any continuing obligations of confidentiality, this agreement shall have no further force or effect.
- v) This paragraph 13 shall only apply where DSS acquires or establishes a business over which it can exercise a dominant influence by virtue of ownership, financial participation or the rules which govern the business. The ability of DSS to exercise a dominant influence over a business will be presumed (unless the contrary is proved) when it directly or indirectly: (a) can appoint more than half of the members of the business's administrative management or supervisory body; (b) controls a majority of the votes attached to the business's issued share capital; or (c) holds a majority of the business's subscribed capital.

#### **14) EWC Employee Representative Role Descriptions**

The primary role of EWC Representatives is to represent the interests of their colleagues at the Company's European Works Council by providing a channel for beneficial communication and consultation between management and DSS employees.

Representatives shall at all times conduct themselves with respect for the diversity of beliefs and affiliations of their colleagues and employees that they represent with the overriding objective of developing a fair, safe, positive working environment and culture for all DSS employees.

#### **Key accountabilities / Responsibilities**

- Raise issues within the scope of EWC meetings and engage in discussions with members of management.

- Convey views and concerns raised by employees (excluding individual grievances) and ensure responses are given to those concerned. Share understanding of why and how certain Company decisions are made.
- Provide information to employees on new developments being undertaken within the Company on a pan-European level.
- Communicate notes from the discussions within the EWC meetings to those employees being represented.
- Encourage employee involvement and support the sharing of information.
- Increase the knowledge amongst employees on the aims, objectives and performance of the business within Europe.
- Raise awareness of the EWC to ensure, where appropriate, employees use this as a channel to raise strategic issues that affect them.
- In order to fulfil these duties all EWC members shall have access to all sites in their respective divisions.

### **15) EWC Chairperson and Deputy Chairperson Role Descriptions**

The EWC chairperson's primary role is to ensure that the European Works Council is effective in its tasks of setting and implementing the EWC's direction and strategy. The EWC Chairperson is required to be the key contact between management and employee representatives including full time Trade Union representatives across all businesses in Europe. Furthermore, he/she is expected to act as the EWC's leading representative, which should involve the presentation of the EWC's aims and policies to Business Group level management and the outside world.

He/She is expected to take the chair at general meetings and the Group EWC Chairman at Group level Executive Committee meetings. This will involve:

- Planning and conducting EWC meetings effectively
- The determination of the order of the agenda;
- Ensuring that the EWC receives accurate, timely and clear information
- The chairperson should direct discussions at all meetings towards the emergence of a consensus view and sum up discussions so that everyone understands what has been agreed;
- Provide leadership to the EWC
- Ensure the EWC focuses on its key tasks
- Ensure effective communication with Business/Group level management

In order to successfully carry out these duties the EWC Chairperson shall be afforded reasonable time off from contractual duties without loss of pay to enable them to carry out their duties. Compensation for expenses arising from the fulfilment of this role will be agreed upon and financed at the appropriate level. The deputy Chairperson has the same rights when acting in the role of Chairperson. They shall be afforded reasonable time off from contractual duties without loss of pay to enable them to carry out their duties and obligations.

## **16) DSS Group Executive Committee**

The Group Executive Committee shall have access to all DSS plants in the countries covered by this Agreement.

The former DSS Secretariat and SCA executive committee shall form as an executive committee to facilitate the establishment of the new EWC within DSS.

Their objective shall include facilitating all required elections and training. They shall seek to establish country representatives in those countries that are currently unrepresented.

The Executive committee may appoint EWC delegate(s) to assist them as required.

## **17) EWC Development Co-ordinator**

This role shall be a full time role and the successful candidate shall be provided appropriate training and facilities to undertake the role effectively. Compensation for expenses arising from the fulfilment of this role will be agreed upon and financed at the appropriate level. The role holder will have the appropriate attributes, .e.g. Leadership, motivational and communication skills.

**The EWC Development Co-ordinator responsibilities shall be:**

- Taking responsibility for the EWC's overall development with best practice as its goal.
- Develop Representatives of the Divisional and Group European Works Councils to maximise their effectiveness.
- Keep abreast of best practice, current trends and legislation pertaining to European Works Councils.
- Organising training and skills development.
- Undertake training and development of self to ensure knowledge and competence is maintained.
- Engaging the EWC in assessing and improving its performance
- Liaise with relevant experts in the field of EWC's and related subjects and brief EWC Executives accordingly
- Assist in the development of national Works Councils where required.
- If not the executive chairman, assist the executive chairman and committees at Divisional and Group level by:
  - Facilitating EWC meetings
  - Organising translation, preparation and circulation of documentation.
  - Overseeing the induction and development of representatives in the EWC
  - Monitoring performance and enhancing the contribution of individual representatives in discussions and decision making.
- Organising administration as required.

## **18) Secondments / Special Projects**

Subject to agreement between the Chairperson of the DSS Group EWC Executive Committee and the DSS HR Director, employees or other personnel may be seconded to the EWC for the purposes of working on special projects or for such other purposes as they see fit.



## Appendix 1

### DSS Group EWC Executive Committee

- Joseph Reed Chairperson & Development Co-ordinator
- Stevan Djumic Vice Chairperson
- Valentina Biagini
- Viktor Mach
- Simon Barrowclough
- Alain Thurlings
- Andy Simmons

### Seconded to the EWC Executive Committee

- Denis Tardiveau
- Uwe Jahrsetz
- Mike Bull

*The Management signatories authorised to sign this EWC Agreement for and on behalf of*

*D/S Smith Plc. On this day 4<sup>th</sup> March 2013*

*Miles Roberts Group Chief Executive*

*Miles Roberts*  
.....

*Steve Dryden Group Finance Director*

*Steve Dryden*  
.....

*Nigel Hayter D/S Group HR Director*

*Nigel Hayter*  
.....

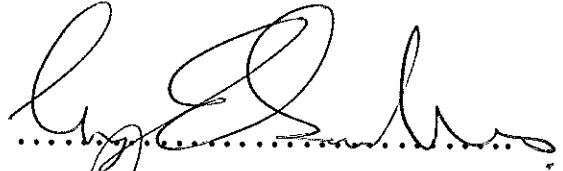
*The UNF Europa Graphical signatory authorised to sign this Agreement for and on behalf of the  
European Trade Unions. On this day 4<sup>th</sup> March 2013*

*Nicola Konstantinou UNF Europa Graphical*

*Nicola Konstantinou*  
.....

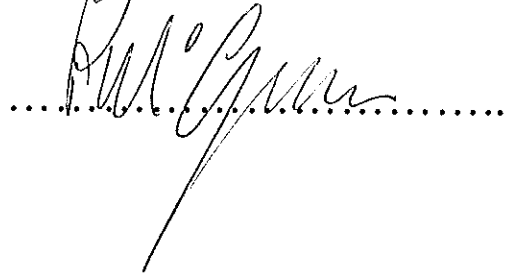
*The Business Management signatories authorised to sign this EWC Agreement for and on behalf of Smith Plc. On this day 4<sup>th</sup> March 2013*

*Gary Saunders Managing Director Packaging*



.....

*Peter McGuinness Managing Director Recycling*



.....

*Business Managers unable to attend and authorised to sign this EWC Agreement for and on behalf of DS Smith Plc. post 4<sup>th</sup> March 2013*

*Stefano Rossi Managing Director Paper*

.....

*Mark Smith Managing Director Plastics*

.....

The duly elected or appointed Representatives authorised to sign this EWC Agreement  
for and on behalf of DSI Smith Plc Employees. On this day 4<sup>th</sup> March 2013

Joseph Reed - Chairman (Germany)

Joseph B. Reed

Reinhard Nees (Germany)

R. Nees

Christian Husser (France)

Christian Husser

Thierry Jacky (France)

Thierry Jacky

Jean-Pierre Réjasse (France)

FILPAC CGT Réjasse

Denis Tardiveau (France)

FILPAC CGT Tardiveau

Alain Thurlings (France)

Alain Thurlings

Christophe Vanier (France)

F.O. Vanier

Oscar Malik (France)

Fcpac Malik

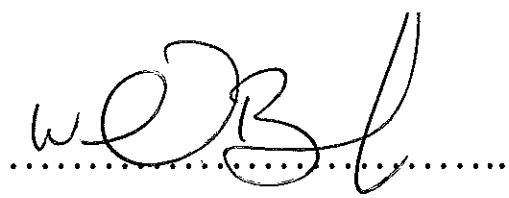
Malcolm Ashley-Caunt (USA)

M. S. Ashley-Caunt

Simon Barrowclough (USA)

Simon Barrowclough

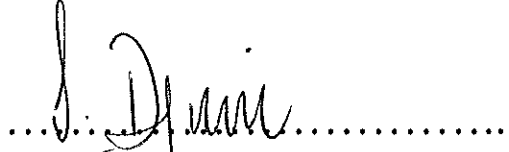
Will Barrowcliff (UK)



Sam Brown (UK)



Stevan Djumic-Deputy Chairman (UK)



Mark Fincham (UK)



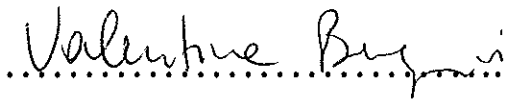
Andy Simmons (UK)



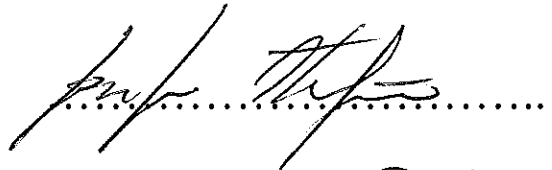
Keith Vickers (UK)



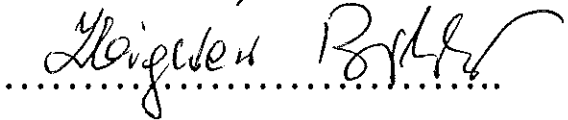
Valentina Biagini (Italy)



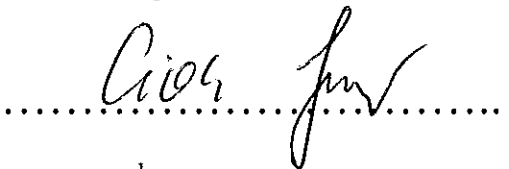
Stefano Carignani (Italy)



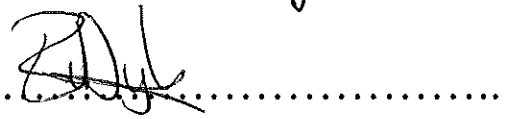
Zbigniew Bilski (Poland)



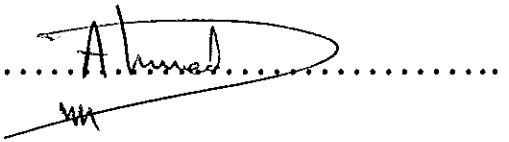
Jerzy Ciolek (Poland)



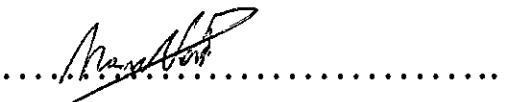
Ellen Van Dijk (Netherlands)



Ahmed Mamdouh (Belgium)



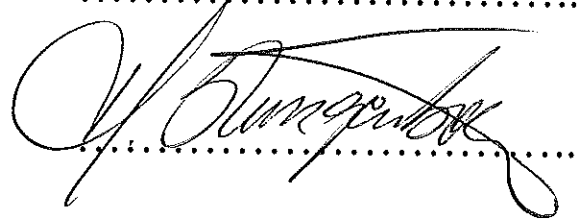
Mare Van-Vooren (Belgium)



Jens Bjornstedt (Sweden)



Morgan Strangborn (Sweden)



Rasmus Andreasen (Denmark)

Rasmus Andreasen

Kai Kolho (Finland)

K - i K - i

Monika Keckemeti (Hungary)

Monika Keckemeti

Viktor Mach (Czech)

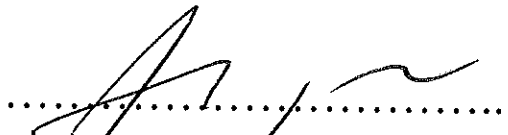


Deputies & Employees seconded attending the EWC. On this day 4<sup>th</sup> March 2013

Walter Bertocchini (Italy)

Walter Bertocchini

Pjeo Vukic (Germany)



Mike Bull (Germany)

Mike Bull

Unable to attend the EWC and signed post 4<sup>th</sup> March 2013 by duly elected or appointed  
Representatives authorised to sign this EWC Agreement  
for and on behalf of DSI Smith Plc Employees.

Uwe Fahrsetz (Germany) .....

Klaus Gruenert (Germany) .....

Philippe Ravard (France) .....

Mark Hargreaves (USA) .....

Frans Van-Eijken (Netherlands) .....

Milaim Aliu (Austria) .....

Ramone Pacheco (Spain) .....