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## **EUROPEAN WORKS COUNCIL AGREEMENT – CAPIO**

This document outlines the agreement between Capio AB, in its capacity as parent company within the Capio Group and the Special Negotiation Body on the establishment of a European Works Council, below the EWC. The agreement from 2006 has now been renegotiated and updated by the select committee in accordance with paragraph 7:3 and confirmed by the Capio EWC in November 2012. This Agreement is in accordance with the European Directive 2009/38/EC of 6 May 2009 and the Swedish Transposition Law nr 2011 427 of 6 June 2011.

### **1. Introduction**

**1.1** Capio's vision is to be the leading European health care company with a patient and customer focus, providing high quality and resource efficiency, based on confidence, respect and initiative.

**1.2** The European Works Council will contribute to achieving Capio's vision, values and goals which are based on communication with patients, health authorities and social partners, a high level of patient and customer service, medical quality and safety, research, development and training and respect for the environment. Capio has a positive attitude towards workers' representation and trade unions and respects the principles and rights of the International Labour Organisation ILO.

**1.3** The aim of the agreement is that communication in the Capio Group should be open, multidirectional and based on mutual respect. The procedures for informing and consulting employees shall be effective and implemented such that Capio is able to make decisions efficiently.

**1.4** The agreement should be seen as an opportunity to increase understanding of the business, units and markets within the Group. It will contribute to a transfer of knowledge, development of the corporate culture and creating a learning organisation. The EWC should also strive to contribute to the development and improvement of the working environment and physical and psychosocial working conditions.

**1.5** Arrangements and conditions will be established so that Capio can provide information to and consultation with employee representatives, on significant topics of a trans-national nature.

**1.6** The goal is to create a constructive social dialogue and therefore the parties acknowledge that the body established by this agreement, as well as the actual discussion, must reflect the organisational structure, governance model, heritage, culture and competitive environment of Capio.

1.7 The parties to this agreement will endeavour to assure that the composition of the EWC reflects the gender balance that exists in the Group.

## 2. Scope of the agreement

2.1 This agreement and the EWC cover the whole of the Capiro Group and relate to the parent company and the subsidiaries it controls as defined by national law.

2.2 A list of the companies is annexed to this agreement, which will be modified in accordance with changes in the Group. The scope will be reviewed and updated every twelve months or more often if necessary and practically achievable in order to take account of developments in the Group and to bring into force the adjustments needed to reflect this. The updated list of companies will be made available to the EWC.

## 3. Information and consultation

### 3.1 General

The EWC will provide a forum for information and consultation between the representatives of corporate management and employee representatives of the Capiro Group.

- **Information** shall be provided at a time, in a manner and with a content that allows the employees' representatives to make a careful assessment of potential effects and if necessary prepare for consultation with Capiro.
- **Consultation** shall take place by establishing a dialogue and exchange of views between the employees' representatives and Capiro within a reasonable time, in a manner and with a content that allows the employees' representatives, based on the information they have received, to put forward views on proposed measures within a reasonable period so that these can be taken into consideration by Capiro in the decision process.

### 3.2 Issues for information and consultation

3.2.1 The content of the information and consultation concerning at least two countries relates in particular to:

- The structure, economic and financial situation, i.e. the overall business performance
- The probable development of the business
- The present situation and probable trend of employment
- Overview of available and open employee surveys, statistics and indicators
- Investments
- Substantial changes concerning the organisational structure

- Introduction of new working methods or production processes and the introduction of new technologies with consequences on employment and physical working conditions
- Mergers and acquisitions
- Cut-backs or closures of undertakings, establishment or important parts thereof;
- Collective redundancies
- Ongoing development and revision of Capiro's overall business concept and quality system
- A change in the legal status of the company

**3.2.2** Corporate management may also provide the EWC with any information, which they consider useful relative to the Group strategy.

**3.2.3** Capiro shall – as soon as this can be done and in good time before decisions – provide information to the select committee concerning particular circumstances having a significant effect on the interests of employees. This shall particularly apply to relocations, closures of operations and collective redundancies.

**3.2.4** If the select committee so requests, the corporate management shall meet with the select committee in order to provide **information** and **consult** on the particular circumstances mentioned in paragraph 3.2. At such meetings the members of the European Works Council who represent the workers at the Capiro units that are directly affected by the circumstances shall be entitled to participate. Prior to the meeting the corporate management shall provide the select committee with a written report on the subject to be discussed. The select committee shall be entitled to deliver an opinion on the report.

**3.2.5** Written reports of planned presentations by management will when possible be sent 2 weeks in advance in advance of the EWC meetings to the members of the EWC. Members of the EWC can also report, either in written form or verbally, to management.

### **3.3 Level of information**

**3.3.1** The parties to this agreement accept that the information and consultation within the European Works Council will be on matters of a transnational nature, defined as issues significantly affecting employee's interests in at least two countries within which Capiro has operations. The transnational character of a matter should be determined by taking account of both the scope of its potential effects, and the level of management and representation that it involves. For this purpose, matters which concern the entire Capiro group or at least two countries are considered to be transnational. These include matters which, regardless of the number of countries involved, are of importance for Capiro employees in terms of the scope of their potential effects.

**3.3.2** In addition to subjects concerning units or companies in two countries, major issues of restructuring which originate from a decision of the parent company may also be addressed.

**3.3.3** In the case of issues of information and consultation that must be processed both by the EWC and the national employee representation bodies, care will be taken to coordinate these proceedings with due regard to the competences and areas of action of each respective level within Capio.

**3.3.4** Issues that relate to one country only or that are dealt with according to collective bargaining arrangements between units of the Group and trade unions will not be part of these discussions.

**4. Composition of the EWC**

**4.1 General**

The EWC consists of representatives employed by Capio who meet the representatives of corporate management. The representatives of employees are appointed or elected in accordance the national laws and regulations of each country.

**4.2 Selection of employee representatives**

**4.2.1** The employees of Capio shall be allocated one place on the European Works Council for each full tenth or part thereof that they collectively make up of all the employees of the company as a whole. Each country with at least 100 Capio employees is allowed one mandate.

France	5,000 employees	5 ordinary members
Sweden	3,000 employees	3 ordinary members
Germany	1,700 employees	2 ordinary members
Norway	370 employees	1 ordinary member
UK	100 employees	1 ordinary member

**4.2.2** Unless otherwise agreed, the European Works Council shall review every other year whether changes in the company mean that the composition of the European Works Council should change. Paragraph 4:2:1 shall apply in this review. Capio shall provide the information needed for the review.

**4.2.3** If Capio acquires additional operations, and as a result, will carry on businesses in additional countries within the framework of the Directive, the appropriate number of members from that country will be elected to the EWC.

**4.2.4** The maximum number of ordinary members is 25. If using the formula above results in a higher number, representation will be reviewed.

**4.3 Deputies**

Each ordinary member of the EWC shall have a deputy. The deputy will only attend meetings and pre-meetings in the absence of the ordinary member. The deputy will receive the same written documentation related to meetings as the ordinary member.

#### **4.4 Term of office**

The term of office is four years or for the remaining duration of the current EWC agreement whichever is the shorter, but subject to paragraph 4.5.2 below.

#### **4.5 Modification of representation**

**4.5.1** Modification to the employee representation resulting from developments within the Group shall comply with the provisions of 2.2 and 4.2 above.

**4.5.2** The term of office of a member of the EWC automatically ceases when a representative loses his or her elected or union mandate. The member will be replaced by his or her deputy until a new ordinary member is elected or appointed.

#### **4.6 Selection of representatives of the central management/Management representation**

The CEO of Capió will select the representatives of corporate management in order to ensure a meaningful discussion of the agenda for any meeting. National managers will, at least once a year, be present at EWC meetings. This is important both for the quality of information and consultation and for the process of building a common company culture.

### **5. Operations and means**

#### **5.1 Chairmanship**

The CEO will chair the meetings, but may at his or her discretion delegate this role to another member of senior management where conflicting priorities arise.

#### **5.2 Select committee and employee chairmanship**

**5.2.1** The ordinary members of the EWC shall every fourth year elect a select committee, consisting of a maximum of five representatives from five different countries, of which one shall be elected as Employee chairperson of the EWC and one as vice-chair. For each member of the select committee a deputy select committee member will be elected.

**5.2.2** The role of the select committee is to prepare the employee representative input to the agenda, co-ordinate the activities and administration of the employees side of the EWC, deal with any matters associated with exceptional meetings and participate in the follow up meeting described in 5.7 below.

**5.2.3** Each member of the select committee is responsible for the update of names and information to the ordinary members and deputy members from their country, keeping in contact with the other members from their country, checking who will be present at EWC meetings and which deputy members should be called in as a replacement. Members from countries without representation on the select committee are responsible for reporting the same information to the workers chair.

**5.2.4** The Employee Chairperson represents the EWC concerning all procedures connected with the Council's legal personality. He or she is also responsible for communication with the representative of corporate management regarding EWC related issues.

**5.2.5** When necessary, the select committee shall have the opportunity to meet between formal EWC meetings, and may request facilities and expenses from Capiro for such meetings. Any such meetings will be held in an appropriate and cost-effective manner and may involve video or teleconferencing where this is appropriate.

**5.2.6** In accordance with 3.2 the select committee has the mandate to function as the first stage in the information and consultation process. This is to ensure a balance between effective decision making and employee participation in this process between council meetings. The select committee will then report back on these issues to the other members of the EWC.

**5.2.7** Capiro will support reasonable translation needs and communication within the select committee.

**5.2.8** Any expenses for which the select committee requires reimbursement must be approved in advance and refunded on the basis of proof of expenditure.

### **5.3 Meetings**

**5.3.1** The meetings of the EWC will take place twice a year, with the aim of timing the meetings to best suit the company business year.

**5.3.2** The meeting structure will comprise of an employee pre-meeting, the EWC meeting itself and a follow up meeting with the select committee. Meeting arrangements will, where possible, be made to take place over two working days and with one overnight stay for the majority of members. To cover travelling times and the length of the EWC meetings each member will be given 3 days time off with pay in connection with each EWC meeting. In addition each member can use 16 hours in connection with each meeting for preparation and reporting back to the Capiro workforce. All time used in connection with EWC activities is considered to be paid work time.

**5.3.3** If there are extraordinary circumstances where major issues of a trans-national nature arise, in accordance with paragraph 3.3, that significantly affect employee's interests and it is requested by the select committee, corporate management will call an extraordinary meeting of the EWC.

### **5.4 Venue**

The meetings will, if practically achievable, be held at Capiro units, at dates and times, which will be mutually agreed between the parties.

### **5.5 Agenda**

**5.5.1** An agenda, limited to the items listed in 3.2 and 3.3 above, shall be agreed between the representative of corporate management and the Employee Chairperson, not later than three weeks before a meeting takes place.

**5.5.2** The agenda, which will be translated, shall be distributed not later than two weeks before a meeting takes place.

## **5.6 Minutes**

**5.6.1** Minutes shall be taken at the meetings. A representative of the corporate management will take the minutes, and these will be reviewed by a member of the select committee.

**5.6.2** The minutes should be distributed to all members not later than one month after the meeting and approved at the next meeting of the EWC.

## **5.7 Release**

**5.7.1** The select committee and one selected member of corporate management will meet following the EWC meeting (on the same day) to agree a release (the follow-up meeting). The select committee may also meet alone directly after this meeting to review the meeting of the EWC.

**5.7.2** The release will be circulated to all members and deputy members of the EWC. In order that everyone in the relevant countries is informed about the content of the EWC meetings this release will be issued through the normal communication channels, i.e. web sites and notice boards. This release shall be worded in English and translated into the languages needed to cover the EWC country representation.

**5.7.3** The issue of further development of communication channels will be addressed by the EWC. The release should be made available on all Capio websites, both internal and external. Information can be given in a Capio newsletter or a EWC newsletter.

## **5.8 Information to employees**

**5.8.1** Capio management will work together with the members of the European Works Council to ensure the active development of different channels of information. Space will be made available on all Capio websites for updated information concerning the EWC.

**5.8.2** EWC members are welcome at and free to visit all Capio units. This is to ensure that the members of the European Works Council - giving due consideration to any duty of confidentiality- have the possibility of informing the representatives of the employees of Capio or, in the absence of representatives, the workforce as a whole, of the content and outcome of the information and consultation procedure.

## **5.9 Experts**

**5.9.1** At the EWC meetings or in conjunction with work associated with them, the employee representatives may choose to be assisted by one external expert. The name of the expert will be communicated to corporate management prior to his or her attendance at any full meeting of the EWC.



**5.9.2** Any costs associated with the use of experts, and for which the employee representatives seek reimbursement, must be agreed in advance.

### **5.10 Language at meetings**

Regarding pre-meetings and meetings of the EWC Capiro will provide simultaneous interpreting facilities to allow an effective and timely communication. Both management and EWC members have the right to give presentations in their respective mother-tongue.

### **5.11 Costs**

**5.11.1** The operating expenses of the EWC, preparatory meeting, “follow up” and “review” meetings; employee representative training if applicable; and costs related to the use of experts described in paragraph 5.9 above, will be financed by Capiro.

**5.11.2** The costs of salary travel and time-off (no loss of earnings but no compensation for costs which are not directly connected to the meeting) for meetings established by this Agreement – are considered central over-head costs and will be borne at the national level by Capiro in the country where the EWC member is employed.

**5.11.3** Any other expenses for which reimbursement may be sought from to time must be agreed with corporate management in advance.

**5.11.4** Employee representatives will not be expected to fund their own travel costs associated with attending EWC meetings in advance.

## **6. Status and resources of members**

### **6.1 Protection clause**

Candidates, members and former members of the Capiro EWC shall not suffer any disadvantage in their position within Capiro on the grounds of their candidature for, or membership of, the EWC.

### **6.2 Time for European Works Council activities**

To cover travelling times and the length of the EWC meetings each member will be given 3 days time off with pay in connection with each EWC meeting. In addition each member can use 16 hours in connection with each meeting for preparation and reporting back to the Capiro workforce. Members of the select committee will need additional time for EWC related activities. This is in addition to what is regulated in national laws and regulations.

### **6.3 Training of employee representatives**

To support the quality and the effectiveness of the dialogue in the EWC, training will be needed (e.g. language training or other competence enhancement for example the enhancement of legal, economic and intercultural competence). Training should be needs defined, reviewed on an annual basis and mutually agreed between the parties.

## **6.4 Access to equipment**

All the ordinary and deputy members of the EWC will have computer and telecommunication access in order to be able to carry out their functions. Each member will be given the possibility to borrow a laptop or touchpad for the duration of the EWC mandate. The company will provide permanent storage space for material related to the select committee

## **6.5 Confidentiality**

**6.5.1** EWC meetings shall be seen as open unless an issue is identified as confidential by the representatives of corporate management.

**6.5.2** If information is identified as confidential, the employee representatives, and any experts or observers, are bound by the duty of confidentiality and are prevented from disclosing the information in question outside of the EWC meetings.

**6.5.3** The obligation not to disclose any confidential information continues beyond the date of the expiry of the employee representative's term of appointment with the exception of information which is, or becomes, generally known or which has come, or comes, to be general knowledge outside the framework of the EWC.

**6.5.4** Participants, who breach the obligation of confidentiality, shall be prohibited from further participation in the proceedings of the EWC and may also be subject to disciplinary action or other proceedings in accordance with applicable national law.

**6.5.5** Corporate management will not be required to disclose any information which is of a sufficiently commercially sensitive nature that, if disclosed to any person outside the EWC, could risk causing the company material harm or serious prejudice.

## **6.6 Means required**

Without prejudice to the competence of other bodies or organisations in this respect, the members of the European Works Council shall have the means required to apply the rights arising from the Directive, to represent collectively the interests of the employees of Capio.

## **7. Duration, revision and termination**

### **7.1 Duration of the Agreement**

The Agreement shall remain in force for an initial period of three years and shall, after the first period has ended, be automatically renewed for further periods of three years, unless and until either party gives written notice of their intention to renegotiate the Agreement in line with 7.2 below.

### **7.2 Revisions**

**7.2.1** Not earlier than nine calendar months before the date of expiry of this Agreement, or nine calendar months before the end date of any extension to it in line with paragraph 7.1, either party may give notice of their wish to renegotiate its terms.

**7.2.2** Notice from the employee representatives must be given formally and in writing to the Chairman of the EWC, who will acknowledge receipt of the request. Notice from corporate management will be given to and acknowledged in a similar manner by the Employee Chairperson.

**7.2.3** In the event of a failure to hold a renegotiation meeting or a breakdown of negotiations at the expiry date of the Agreement, the effect of this Agreement shall be maintained during the following twelve months. At the end of this period, a European Works Council shall be put in place, made up as in the absence of an agreement with an SNB. These arrangements will remain in place until such time as a new agreement is reached.

### **7.3 Amendment**

Notwithstanding paragraphs 7.1 and 7.2 above, the Agreement may be otherwise amended from time to time by mutual agreement of the Parties. Any amendment must be in writing and signed by the Chairman of the EWC and a majority of the employee representatives.

## **8. Form of agreement, laws and disputes**

### **8.1 Language**

The Swedish version will be the authentic version between the parties. The agreement will be translated into the languages of all the countries represented on the EWC.

### **8.2 Entire agreements**

The Agreement and its appendices constitute the entire agreement between the Parties. The contents of this agreement and its appendices supersede all previous written agreements and appendices.

### **8.3 Governing law and disputes**

**8.3.1** This Agreement shall be interpreted and governed in accordance with the legislation which is applicable to the Head office of the Capio Group, without regard to conflict of law principles, at present Sweden.

**8.3.2** Any dispute arising in connection with this agreement shall be settled by the relevant courts in Sweden.

## **9. Authorisation**

**9.1** The Representative signatories of corporate management are authorised to conclude this Agreement on behalf of Capio AB and its relevant subsidiary companies in the European countries covered by this Agreement.

**9.2** The EWC signatories are authorised to conclude this Agreement on behalf of all employees within the Capio Group as representatives of the workforce covered by this Agreement.

## **10. Signatures**

Date

Signed:

Representatives of the corporate management:

Representatives of the EWC: