

EMF check-list for an Agreement on Workers Involvement in SE-companies (WISE)

Article	EMF recommendations
<p>1. Scope of Agreement Definition of participating companies, subsidiaries and establishments</p>	<p>Participating companies, subsidiaries and establishments shall be listed with the number of employees of each. The Agreement covers all employees in those subsidiaries and establishments. The list shall be updated by management in case of mergers, acquisitions etc. The Agreement shall cover Switzerland as well as accession countries. <i>(EMF guidelines art 1.12)</i></p>
<p>2. The Representative Body</p> <p>2.1 Number of members in the RB. Composition and distribution of seats</p> <p>2.2 Rules for election/appointment of the RB</p> <p>2.3 Rules for changing the composition of the RB.</p> <p>2.4 Term of office</p> <p>2.5 The role and competence of the RB.</p>	<p>Each country should be guaranteed at least one seat. Moreover, each participating company should have at least one seat (<i>cf</i> the composition of the SNB in case of mergers). One additional permanent seat for the EMF can be negotiated. Deputies shall be elected.</p> <p>The election procedure is determined by national law. Full-time trade unionists can be members of the RB. Management shall draw up a list of RB members and distribute the list to all members and to each subsidiary and establishment.</p> <p>The composition shall reflect the structure of the whole SE. Significant changes in the number of employees due to structural changes (mergers, acquisitions, cut offs, investment in new activities etc) that have an impact on the geographical distribution of seats on the RB must be taken into account. <i>(EMF guidelines art 1.9)</i></p> <p>The RB shall be elected for a period of four years. <i>(EMF guidelines art 3.3)</i></p> <p>The RB is the employee body for regular information and consultation with SE management. Management shall also inform and consult with the RB in exceptional circumstances in particular with regard to relocations, transfers, sales and closures of companies, mass redundancies etc. The information shall be given in writing before an extraordinary meeting with the RB. The RB may call in an expert for support. <i>(EMF guidelines art 1.9)</i></p> <p>If the establishment of the SE leads to the disappearance of national level management structure the SE is to nominate a management representative who is empowered to act opposite the</p>

<p>2.6 Level on which the RB shall be set up</p> <p>2.7 Facilities, financial and material resources to the RB</p> <p>2.8 Protection of members of the RB</p>	<p>national level employee representative bodies in so far his is necessary. (EMF guidelines art 1.14)</p> <p>The RB shall be set up att the level where strategic decisions are taken. If the size and different activities of the SE make it necessary and useful, provisions could be made to also have the RB´s at the divisional level (EMF guidelines art 3.2)</p> <p>Members of the RB (including the SC) have the right to take the time needed and they shall have access to the financial, technical and administrative resources necessary for the fulfilment of their duty. They have the right to use and communicate via telephone, fax, e-mail, internet etc.</p> <p>All costs shall be borne by the company which includes cost of meetings, interpretation, translation, travelling, accommodation etc. The RB members shall have access to each subsidiary and establishment.</p> <p>When exercising their duty RB members (including the SC) have the same rights and protection that come to them according to national laws, praxis or agreements. (EMF guidelines art 1.7)</p>
<p>3. RB meetings</p> <p>3.1 Number of regular meetings with management</p> <p>3.2 Number of internal meetings of the RB</p> <p>3.3 Right to extra meetings in exceptional circumstances</p>	<p>Meetings with management shall be organised on a regular basis and take place at least twice a year. The RB is entitled to list subjects that it regards significant</p> <p>The RB have the right to meet internally at least in connection with every meeting with management. The RB shall also have the right to communicate on a daily basis when needed with each other and with employee representatives of the whole SE. The RB shall have right to contacts with Board members including meetings before and after Board meetings.</p> <p>The RB shall be given the right to call for extra meetings in exceptional circumstances. (EMF guidelines art 1.10)</p>
<p>4. Select committee</p>	<p>The number of seats in the SC must be negotiated. The SC decides over the distribution of seats. SC members shall represent different countries. They shall have the right to meet when necessary. The SC shall have regular contacts with management between RB meetings.</p>

<p>6. Arrangements for participation</p>	<p>The election of board members shall take place in accordance with the EMF guidelines.</p>
<p>6.1 Number, composition and distribution of seats in the supervisory and/or the administrative board</p>	<p>The number of seats shall be the highest offered by the existing national systems in the SE regardless whether it is a dualistic or a monistic system. The composition shall reflect the actual structure of the SE. Considerable changes of the structure must lead to a overhaul of the composition.</p> <p>Board members shall be from at least two countries. Board member candidates must be committed and motivated and have the trust and confidence of the national and European level as well. They shall be full members and have the same rights and obligations as shareholders´ representatives. Deputies shall be elected.</p> <p><i>(EMF guidelines art 1.4 and 4.2)</i></p>
<p>6.2 Role and duties of Board members</p>	<p>The Board is to be informed and consulted on all economic, financial, social and strategic discussions and decisions. Employee representatives have the duty of representing the interests of the workforce. They shall have the right to visit all plants of the company with no restriction on meeting local shop steward etc. The role of the Board is described in the two Annexes to the EMF guidelines. Board members shall enjoy protection and guarantees provided by national legislation.</p> <p><i>(EMF guidelines art 1.7 and art 4.4))</i></p>
<p>6.3 Term of office</p>	<p>The term of office may not exceed 4 years. Board members can be re-elected.</p> <p><i>(EMF guidelines art 4.3)</i></p>
<p>6.4 Insurances for employee Board members.</p>	<p>Employee members of the Board should be covered by an insurance, which limits their responsibility.</p> <p><i>(EMF guidelines art 1.7)</i></p>
<p>6.5 Rules for changing the composition of seats in the Board.</p>	<p>In case of changes of the SE that have an considerable effect on the number of employees per country, the geographical composition <i>can</i> be adjusted by agreement.</p>
<p>6.6 Working structure for regular information between the RB, <i>Board members and trade</i></p>	<p>A working structure for regular information between the RB, board members an trade unions shall be established including the right for the RB and Board members to meet internally before and after Board meetings.</p> <p><i>(EMF guidelines art 1.10)</i></p>

<i>unions.</i>	
7. Experts	The RB is entitled to the support of one trade union co-ordinator on a permanent basis which may attend all kind of meetings. If needed the RB may call for an extra external expert. Employee Board members have the right to the support experts when needed. <i>(EMF guidelines art 4.6)</i>
8. Training	Training has to be organised for RB members and Board members. The content should be decided by employee representatives and the trade unions. Costs to be covered by management <i>(EMF guidelines art 5.3)</i>
9. Interpretation and translation	Simultaneous interpretation and translation of documents shall, on the decision of the RB, be provided for when needed during every meeting following this agreement. <i>(EMF guidelines art 2.10)</i>
10. Confidentiality	Rules of confidentiality for the RB can only cover such information which constitutes a business secret and has by management explicitly been declared as such. The length for the obligation of confidentiality must be laid down by the management. Employee Board representatives have the right to transfer confidential information to the body which appointed them, to officials in their member organisation and to other legal advisers, provided that the recipients are informed that the information may not be disclosed to anyone else. <i>(EMF guidelines art 4.5)</i>
11. Costs	All costs shall be covered by company management. Employee representatives in the SE shall not suffer from any financial loss when fulfilling their duty in accordance with the agreement on workers involvement.
12. Term of Agreement and Termination	The Agreement shall come into force on the day of it is signed and shall be valid for 4 years. Earliest six month beforethat, the Agreement can be terminated by 6 months notice by the RB or/and the SE management.
13. Renegotiation	Renegotiation between the RB and SE management shall take place in the event of termination of the Agreement and in case of significant structural changes of the SE (e.g. in case of mergers, acquisition, cut offs etc) or in case the headquarter of the SE is planned to be transferred to another country. During the negotiation period the original Agreement shall stay in force.