Information and Co

S

yees Agreement

WHEREAS:

(1) << Company Name >> ("the clear and open channels of of information related to the encouraging consultation or

(2) EITHER

[This Agreement has beer Representatives in respons Consultation of Employees I OR

[This Agreement has beer Representatives following to Information and Consultation

OR

[This Agreement has beer Representatives so as to co Employees Regulations 200

1. **Definitions**

In this agreement unless the shall have the following means

"Business Day"

"Company Representatives"

"Consultation Representative"

"Consultation"

"Election Provisions"

"Independent Ballot Supervisor"

s the importance of maintaining employees, facilitating the sharing obs and their place of work and areas where appropriate.

Company and the Negotiation quest under the Information and

Company and the Negotiation to initiate negotiations under the ons 2004.]

Company and the Negotiation Information and Consultation of

erwise the following expressions

hich the Company is open for undays and bank holidays;

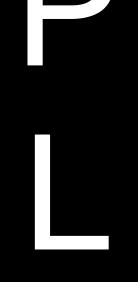
employees or managers who Company for the purpose of presentation on the Works

to represent the employees at ings under Clause 5 of this

of informing employees and through the Consultation prks Council meetings;

re to elect the Consultation etailed at Schedule 1 to this

pointed pursuant to Schedule 1 e the fairness and accuracy of



"Ineffective Ballot Report"

"Negotiation Representative"

"Works Council"

2. Information Subject to this

- 2.1 The Company will pr
 - 2.1.1 the recent an economic site market development
 - 2.1.2 the situation, within the Co
 - 2.1.3 the number o they are utilis
 - 2.1.4 any anticipate threat to emp
 - 2.1.5 decisions like in contractua 192 of the Tra (collective re Undertakings an undertakin
- 2.2 The Company will above. The duty to above in relation to cease once a duty legislation. Where s Company must no complying with the st
- The Company will employees on any of
 - 2.3.1 Individual grie
 - 2.3.2 Disciplinary m
 - 2.3.3 [Pay and con

3. Method of Informing and 0

- 3.1 The Company will k through any of the for circumstances:
 - 3.1.1 [Face to face department, a

be filed by the Independent he event of any breach of the

les >> who have been elected of the Company for the purpose tifying this Agreement on their

n consisting of representatives id the Company established for ing and consulting employees.

his Agreement on:

of the Company's activities and fit and loss, sales performance, ans >>;

e development of employment

ed, the type of business in which hey are contracted to undertake;

l, in particular, where there is a taking; and

changes in work organisation or se referred to in sections 188 to elations (Consolidation) Act 1992 ons 10 to 12 of the Transfer of ent) Regulations 1981 (transfer of

on sub-clauses 2.1.2 to 2.1.5 by pursuant to sub-clause 2.1.5 a transfer of an undertaking will be Company under the relevant legislation, the Representatives that it will be its Agreement.

Consultation Representatives or

d of relevant matters and issues emed most appropriate in all the

s of << e.g. all employees, each each branch >>;]



- 3.1.3 [Circulation to
- 3.1.4 [Posting notion
- 3.1.5 [Circulation to
- 3.1.6 [Posting notion
- 3.1.7 [Through the constituent er by them.]
- 3.2 All Consultation und Council.
- 3.3 All Consultations sha
 - Be convened after the date delivered to the
 - 3.3.2 Be conducted to the Consul Company by
 - 3.3.3 Allow the Co most relevan Consultation opinions (if ar
 - 3.3.4 Be conducte relating to m Agreement th

3.1.2 [Regular ema

email system;]

anda;]

net;]

mpany newsletter; and]

ce board]

ntatives, who shall inform their ver medium deemed appropriate

Il be conducted via the Works

and no later than << 14 >> days ating to the Consultation Issue is ntatives.

mation supplied by the Company nd any opinion expressed to the

es to meet with Company at the (bearing in mind the particular de reasoned responses to the sultation Representatives; and

g agreement on any decisions ub-clauses 2.1 and 4.7 of this f the Company's powers.

4. **Works Council**

- 4.1 In order to ensure between the Compa provide an open and and to nurture mutua
- 4.2 [For the avoidance undermine or othe recognition and ne negotiated bargains.
- 4.3 The Works Council s
 - 4.3.1 << Insert nam
 - 4.3.2 << Insert nam
 - 4.3.3 << Insert num
 - 4.3.4 Any manager issue or decis the minimum
 - 4.3.5 << Insert num
- 4.4 Company Represent levels of managemer
- 4.5 In order to promote i parties and employe be the same as tha clause 5.2, subject t

on and encourage agreement Works Council will be created to nunication between its members

uncil is not intended to replace, kisting recognised trade union r other recognised collectively

act as Chairman;

act as Secretary;

entatives:

) who is/are most relevant to the number of which is to be kept to onsultation; and

Itation Representatives.

by the Company from appropriate departments].

nce in the Works Council from all Company Representatives shall sentatives, as specified at Subbension of their employment with

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the Company.

- 4.6 The Works Council s
- 4.7 Whilst the meetings a time to time, the follo agenda of Works Co
 - 4.7.1 Business Mat
 - 4.7.1.1 Recer Comp
 - 4.7.1.2 Recer and
 - 4.7.1.3 Busine
 - 4.7.2 Personnel Iss
 - 4.7.2.1 Persoi
 - 4.7.2.2 Potent
 - 4.7.2.3 Potent
 - 4.7.2.4 New e
 - 4.7.2.5 Emplo
 - 4.7.3 Site / Premise
 - 4.7.3.1 Local
 - 4.7.3.2 Social
 - 4.7.3.3 Enviro
 - 4.7.3.4 Health
- 4.8 Notes will be taken a agreed form. Any ac shall be attached Consultation Repres days of their form Information as define distributed to the Information is not dis

5. Consultation Representati

- 5.1 Consultation Repres accordance with the Agreement.
- 5.2 The term of office for from the date of their be held to elect the return the number of term Representative.
- 5.3 [Consultation Represability to carry out Consultation Represable [provided by << no. Company].]
- 5.4 Consultation Repres interests of all emplo

<< e.g. 3 >> months.

ording to the relevant issues from d to be regularly included on the

activities and ventures of the

ic development of the Company;

t;

/: and

utes will be held on record in an he Consultation Representatives es will be distributed by the ees within << e.g. 3 >> working he minutes contain Confidential ey shall be edited, prior to being ensure that the Confidential

d by a ballot of all employees in ontained at Schedule 1 to this

sentative shall be << 2 >> years
of the term of office a ballot shall
sentative. There will be no limit to
can serve as a Consultation

training in order to ensure their and their efficacy in doing so. [provided by the Company] OR sation >> and funded by the

for protecting and furthering the



- 5.4.1 Canvassing tl
- 5.4.2 Attending and
- 5.4.3 Providing a v case may be)
- 5.4.4 Providing op concerning C
- 5.4.5 Reviewing an
- 5.4.6 Distributing ir Council meet
- 5.5 Consultation Repres order to fulfil their ful expected to remain a there is a justifiable time off will ger Representative traini
- 5.6 All time off permitted paid at their normal h

6. Confidentiality

- 6.1 The Company will between it, the Combe occasions howev certain issues and ir harm the legitimate in
- 6.2 Information which wi to be disclosed or instructions to the co
 - 6.2.1 Customer / C
 - 6.2.2 The recent ar
 - 6.2.3 Any other cor
- 6.3 On matters of a par inform employees a continue to inform a basis that the Consu nondisclosure, such
- 6.4 Where the Company confidential, it shall good reasons.
- 6.5 The confidentiality subsequently come unauthorised disclos
- 6.6 Any breach of confid a Recipient pursuar summary dismissal a
 - 6.6.1 [Disciplinary p
 - 6.6.2 Loss of office Representative
 - 6.6.3 Legal action a

the Works Council;

or all of their constituents as the

out from employees on issues ider Clause 6 below;

of Works Council meetings; and arising from and prior to Works

reasonable paid time off work in sultation Representatives will be le performing their duties, unless their place of work. Reasonable for [sanctioned Consultation ied at sub-Clause 5.4 above.

entatives under this Policy will be

is much openness as possible and the employees. There will ary to maintain confidentiality on ure would, or would be likely to,

led to be confidential and so not e Company, in the absence of

sition of the Company;

mation.

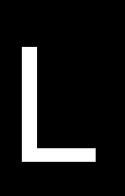
- the Company may not wish to ions the Company will instead sultation Representatives on the will be bound by an obligation of losure to employees.
- shared under this Policy be kept ne information ("the Recipients")
- to apply to information which ain other than by way of an

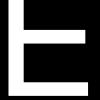
lating to information disclosed to nount to gross misconduct and is may apply:

mpany Disciplinary Policy];

commissioned by a Consultation

reach.





7. **Disputes**

- 7.1 Any dispute arising modification of this A this Clause 7.
- 7.2 The Company shall so shall bear in min management, Cons Council. Where any shall apply:
 - 7.2.1 << Insert det names of con
- 7.3 In the event that a di unresolved for a per sought from << e.g. the parties shall ent appropriate and agre

olementation, interpretation or red according to the provisions of

ly dispute internally and in doing cable working relations between s, employees and the Works internally the following provisions

resolution procedures, including ved >>.

d internally, or a dispute remains >>, external assistance shall be n and Abitration Service >> and n or arbitration arrangements as



Consultation

1. **Publication**

Once the final version of th "Provisions") is agreed by Employee Representatives posted on the notice board employees [and employee r

2. Complaints Regarding the

- 2.1 Any employee or er are defective should within 14 days of Negotiation Represe resolve the complain Arbitration Service w unable to resolve th employee may raise << 28 >> days of the
- 2.2 No ballot may be publication of the fir complaint has been has been resolved a

3. **Candidature**

- 3.1 Any employee with a Company is eligible t
- 3.2 Any employee wishi intention to do so no and notify the Indepe

4. **Ballot**

- 4.1 The ballot shall cons OR [<< 3 >> consect have the opportunity
- 4.2 All employees of the in the ballot. Each er separate vote for each
- 4.3 Votes shall be cast telephone voting etc.
- 4.4 Where it becomes an of the number of Cou be held and instead Representatives forth

5. Results

5.1 The results of the Supervisor as soon

Provisions

entative Election Provisions (the < Negotiation Representatives / d << e.g. via company email and re brought to the attention of all

who believes that the Provisions cate as much to the Company whereupon the Company, the lainant employee shall seek to of the Advisory, Conciliation and n the event that the Company is >> days of it being raised, the ntral Arbitration Committee within sions were published].

visions until 14 days after the Paragraph 1 above or, where a h 2.1 above, until any complaint fied where appropriate.

>> of continuous service for the Consultation Representative.

date must announce his or her lays before the date of the ballot, of the same.

e held on [a single Business Day] rder to secure that all employees

the ballot shall be entitled to vote n the ballot shall be allowed one tative post contested.

al ballot papers, internet voting,

of candidates equals or falls short posts to be filled, no ballot shall shall be appointed Consultation

ned by the Independent Ballot ble after the date of the ballot. In







any event the results date of the ballot.

5.2 The results shall be in e.g. via company em that they are available

ater than << 7 >> days after the

mpany and shall be published << otice board >> in order to ensure andidates.

6. Independent Ballot Superv

- 6.1 The Company sha Independent Ballot S
- 6.2 The Independent Bathat:
 - 6.2.1 those entitled
 - 6.2.2 those entitled stand;
 - 6.2.3 those voting a
 - 6.2.4 the votes give
- 6.3 The Independent Bawhere he considers t
 - 6.3.1 any of the Consultation with the effec or
 - 6.3.2 there was into the Company the result the whether each
- 6.4 Where an Ineffective within << e.g. 1 more published pursuant to be made available to email and posted on to all employees and
- 6.5 Where an Ineffective be of no effect and soon as is reasonable

ame / organisation >> as an

nduct the ballot so as to ensure

portunity to do so;

es are given the opportunity to

t; and

and accurately counted.

olish an Ineffective Ballot Report

o in Paragraphs 1-5 of these Provisions have not been met, ballot would have been different;

ion of his functions or a failure by hable requests made by him, with ach a proper conclusion as to graphs 1-5 were met.

published, it must be published hich the results of the ballot are he Ineffective Ballot Report shall published << e.g. via company order to ensure that it is available

ed the outcome of the ballot shall re that a further ballot is held as

7. Costs

All costs and expenses inc including any payment to provision of his services, no been published.

8. Variation of the Provisions

These Provisions may on employees' representatives or, where they have been el ot will be met by the Company, t Supervisor in respect of the effective Ballot Report may have

after proper consultation with e no such representation exists) Itation Representatives.