



THE ADECCO GROUP

# Agreement of the Adecco Group European Works Council and Social Dialogue

Zurich, 22 October 2024



## The Adecco Group European Works Council

This document (the “Agreement”) is entered into between:

- 1) The Corporate Management of the Adecco Group acting through Adecco Ireland Limited, a company incorporated under the laws of Ireland with a registration number of 29944 in its capacity as the representative agent for the purposes of Directive 2009/38/EC (as amended) (the “EWC Directive”) and legislation and other legal instruments in member states of either or both of the European Union and the European Economic Area (each a “Member State”) transposing the EWC Directive, of Adecco Group AG, a company incorporated under the laws of Switzerland) (“TAG”); and
- 2) the employees of Adecco Group AG’s corporate group who are serving as the ‘Employee Representatives’ on the Adecco Group European Works Council immediately before this agreement is entered into,

in order to, with effect from the date of this Agreement:

- 1) replace and supersede: (i) the Adecco Group European Works Council agreement signed on 11 December 2013 and amended on 24 May 2018 and 10 February 2023; and (ii) the Rules of Procedure dated 18 September 2018 made under that agreement; and
- 2) govern the operation of the Adecco Group European Works Council (the “EWC”).

If the EWC Directive will cease to be applicable in and to Ireland or if Adecco Ireland Limited will cease to be Adecco Group AG’s representative agent for any other reason, then, in good time before that will happen, TAG shall, on behalf of Adecco Group AG:

- 1) invite the EWC to express a view on which other member of Adecco Group AG’s corporate group Adecco Group AG should appoint as its new representative agent for the purposes of the EWC Directive and to provide a written explanation for that view; and
- 2) promptly communicate the EWC’s view and written explanation to Adecco Group AG,
- 3) reply in writing to the EWC’s view giving reason for its choice of a new representative agent,

following which, any appointment by Adecco Group AG of a new representative agent shall have the effect that references in this Agreement to:

- 1) TAG shall be construed as references to acting through that new representative agent; and



- 2) Ireland, its laws, its courts or similar shall be construed as the references to the jurisdiction in which the new representative agent is incorporated, its law, its courts and similar.

## PREAMBLE

The Adecco Group is the world's leading talent advisory and solutions company, operating in over 60 countries, including most Member States, Serbia, Switzerland, and the United Kingdom.

In accordance with the provisions set out in:

- the EWC Directive; and
- the Transnational Information and Consultation of Employees Act 1996 (as amended),

and in the spirit of:

- the Charter of Fundamental Rights of the European Union; and
- the Institutional Treaties of the European Union,

and after a process of negotiations, the Employee Representatives and Management Representatives:

- acknowledge that the EWC consists of Employee Representatives within the geographical scope of the Agreement; and
- that this Agreement establishes TAG European Social Dialogue (hereafter "TAG Dialogue") in which Management Representatives shall inform and consult the EWC on transnational matters.

The Employee Representatives and Management Representatives shall co-operate in a spirit of good faith and mutual trust. They shall have due regard to their reciprocal rights and obligations as well as due consideration for the interest of the Adecco Group as a whole.

The purpose is to promote the social dialogue at European level within the Adecco Group, without encroaching upon the purview of national representative bodies and without questioning the Adecco Group's adaptability and agility.

The Employee Representatives and Management Representatives consider that:

- the EWC and the TAG Dialogue add value to TAG and Employees covered by the scope of this Agreement, by enabling better management decisions through making employee voices heard;
- in working together as Employee Representatives within the EWC and as EWC and Management Representatives working together in the TAG Dialogue, the Employee



Representatives and Management Representatives should embrace as values and behaviours:

- mutual respect
  - mutual trust
  - fairness
  - honesty and transparency
  - positive intent
  - open communication
  - engagement; and
- that the EWC and the TAG Dialogue should as far as possible reflect the passion contained in the current TAG company purpose: 'Making the future work for everyone'.

The EWC and TAG Dialogue should allow for an exchange of views and a constructive debate. The TAG Dialogue is a venue for discussion and exchange of opinions, which should thrive on the diversity of its members, allowing for cultural differences and local specificities. The activities of the EWC and the TAG Dialogue should contribute to the shared objectives of helping TAG to develop its business while adapting to market requirements and involving the Employees in this process, meeting economic, social, and environmental challenges in a way that recognises that TAG's Colleagues and Associates are its greatest asset.

For the purposes of this Agreement, the term "Employees" is defined as an individual working for a TAG legal entity with an employment contract subject to local employment law.

Therefore, Employees in scope of this Agreement are:

- Colleagues / Internal Employees (permanent and fixed-term) performing activities on behalf and for a TAG legal entity, including billable consultants employed by a TAG legal entity, whose continuation of the employment contract with TAG is not dependent on a specific client.
- Associates (permanent and fixed-term) or also generally called "temporary workers", under an employment contract with the relevant TAG legal entity, performing activities under supervision and direction of a specific client or outsourcing and/or temp-staffing contract that are billed.

The following persons are not in scope of this Agreement:

- Contractors / External employees (permanent and fix-term) when not having an employment contract with the relevant TAG entity.





## I - OBJECTIVE

This Agreement aims at establishing EWC and TAG Dialogue for the purpose of informing and consulting TAG Employees within the geographical scope of this Agreement. EWC and TAG Management shall work in a spirit of mutual understanding and respect for each other's rights and responsibilities.

The parties to this Agreement consider that the EWC should:

1. Collectively represent the interest of the TAG Employees at European level. It is complementary to and distinct from national systems of information, consultation and participation and has its own competences and responsibilities. National and local representative bodies and/or Employees' Representatives shall not be affected by this Agreement. Therefore, this Agreement should not replace or diminish the rights of information and consultation at national and local level.
2. Aim to facilitate positive dialogue between Employee Representatives and Management Representatives within the context of this Agreement.
3. Ensure that Employee Representatives are properly informed and consulted within the scope of the Agreement.
4. Contribute to a meaningful discussion about TAG's economic performance and understanding of the competitive business environment in the geographical scope of this Agreement.

## II - SCOPE

The Agreement extends to companies (and future companies) of TAG in the Member States, as well as Serbia, Switzerland and the United Kingdom.

The information and consultation within the EWC shall be limited to transnational matters. Matters are considered transnational where they concern or have potential effects on at least two undertakings of TAG situated in two different countries within the geographical scope of this Agreement or on the Community-scale group of undertakings as a whole.



## II.1. - Local Matters and Issues

Issues which relate to one or more undertakings in one or more countries within the geographical scope of this Agreement and which relate inter alia to day-to-day management, management of performance and budgets as part of regular management of business operations, unless it concerns a budget decision made centrally or regionally by TAG in respect of at least two undertakings of TAG situated in two different countries within the geographical scope of this Agreement, thereafter imposed on, whether or not agreed by local country management, resultantly leading to collective redundancies in at least two undertakings of TAG having the common link of the above described budget decision, remuneration, compensation (with the exception of any decisions taken by TAG regarding variable pay components applicable within the geographical scope of this Agreement and qualifying as transnational), benefits, rights, terms and conditions of employment and other issues of similar kind will be excluded from discussion under these procedures as they are to be dealt with specifically through local or national information and consultation arrangements.

## II.2. - Changes to Company organisation

In the event of a significant change of structure resulting from, for example, a merger, acquisition or major divestiture, the following provisions will apply:

- If a business unit or undertaking is divested by TAG, it will be excluded from the scope of this Agreement.
- If a business unit or undertaking is acquired by TAG, this Agreement will prevail over any corresponding agreement entered into by the acquired business, and the current Employee Representatives of EWC will represent the interests of the Employees of the acquired business, unless the Country concerned will be granted an additional Employee Representative due to the number of Employees involved. In that case, an election/appointment may take place according to the rules and practices of the country concerned.
- If the acquisition results in the addition of a previously unrepresented country, however, an appropriate number of Employee Representatives from that country will be elected or appointed forthwith in accordance with the provisions of Article III.1.1. of this Agreement and will join the EWC.
- In other situations, involving a significant change of structure, the Management Chairperson and EWC Spokesperson and EWC Secretary will meet promptly to determine if it is



necessary to modify this Agreement to take account of the changed structure, maintaining to the maximum extent possible the provisions and principles of this Agreement.

### III - COMPOSITION OF THE EWC AND TAG DIALOGUE

The EWC shall be comprised of only Employee Representatives.

The TAG Dialogue shall be comprised of Employee Representatives, who together form the EWC, and Management Representatives.

#### III.1. Employee Representatives

##### III.1.1. - Election of Employee Representatives / Number of seats

The Employee Representatives shall be elected or appointed according to the legislation in their respective countries covered by the Agreement or, in the absence of any such legislation, by secret election among all the colleagues in their respective country and in accordance with common rules defined-below.

The process for allocation of seats for Employee Representatives in the EWC shall be governed by the principles of inclusiveness, business relevance and organizational efficiency.

**Principle #1 - Inclusiveness:** to secure the spirit of inclusiveness within the EWC and TAG Dialogue, and to ensure all our Employees covered under the scope of this Agreement are heard, there is a core governing principle of 1 country = 1 Employee Representative. This means that every country in scope of this Agreement has the right (not obligation) to be represented at the EWC and TAG Dialogue by at least one Employee Representative.

**Principle #2 - Business Relevance:** to provide those countries having greater business relevance with proportionally improved representation weight within the EWC and TAG Dialogue, the “Top 5” ranked countries in terms of business revenue size, will have the right (not obligation) to be represented at the EWC and TAG Dialogue with additional Employee Representatives as shown below:

- The Top #1 country with the highest business revenue within the geographical scope of this Agreement, will be entitled to a maximum of 4 (four) additional seats;
- The Top #2 country with the highest business revenue within the geographical scope of this Agreement, will be entitled to a maximum of 3 (three) additional seats;
- The Top #3 and #4 countries in terms of business revenue within the geographical scope of this Agreement, will be entitled to a maximum of 2 (two) additional seats.



- The Top #5 country in terms of business revenue within the geographical scope of this Agreement, will be entitled to 1 (one) additional seat.

This right of additional seats may be executed by EWC after this Agreement comes into force. For this purpose, the current substitutes of the Employee Representatives may join the EWC as Employee Representatives until the next election.

The aforementioned ranking of countries in terms of business revenue size will be carried out during the year of elections taking into account the latest financial annual report available before the elections. Both the Steering Group and Management Representatives will review and determine if there are any changes required to the number of delegates allocated to each country (see annex #1). In the event of changes, the new distribution will be agreed before the first Plenary Meeting after the aforementioned elections.

**Principle #3 - Organizational Efficiency:** in the event that, after the application of the aforementioned principles (#1 and 2), the total number of seats for Employee Representatives within the EWC exceeds 36, both the Steering Group and Management Representatives shall immediately review and agree on a redistribution of delegates to ensure that the principle of the maximum number of delegates is respected. In this exercise, principle #1 should always prevail over principle #2.

Employee Representatives shall serve on the EWC for renewable periods of four years, to ensure continuity and understanding of their role. Unless otherwise jointly agreed between Management Representatives and Employee Representatives, the mandate shall start at the first Annual Plenary Meeting.

In consideration of the entry into force of this Agreement, the actual mandate of the current Employment Representatives shall be valid for four years starting from 1 November 2024. The next mandate shall start with the first Plenary Meeting scheduled after November 2028, subject to applicable national legislation.

Before the aforementioned four years term expires, a designation process (election/appointment) of the new Employee Representatives shall be announced by the Steering Group to relevant stakeholders in all countries in accordance with the provisions of this Agreement and any applicable national legislation.

For each country, this process shall be implemented among the “colleagues” by HR Management of that country in accordance with any applicable national legislation and this Agreement, with the support of local unions if present. Information about this process will also be shared with the EWC Steering Group, the Coordinator, and the acting Employee Representative(s) of that country.

For each Employee Representative in the EWC, a substitute will also be appointed according to the same principles as the Employee Representative of the country concerned in the



EWC. Such substitutes will only step in if the respective Employee Representative is unable to attend any scheduled meeting.

In case of direct elections and only if there is no applicable national legislation, the following standards shall apply:

- Employees are eligible to nominate themselves as candidates for the EWC;
- Potential candidates should fulfil the legal requirements according to this Agreement;
- A secret ballot shall be conducted in which all “colleagues” are entitled to vote.

Designation processes should be started in good time to ensure that they will complete before the date of the first Annual Plenary Meeting, which will be the start of the new mandate.

In the circumstance that the designation process is not completed by the first Plenary Meeting of the mandate (e.g. 2 months late), the respective country will not have an Employee Representative until the designation process is completed. Once the designation process is complete, the Employee Representative of the respective country shall serve the remainder of the four-year mandate.

Should the Steering Group consider that the correct designation process has not taken place in a country, it will inform the Management Chairperson of the observed doubts as regards to the process. The Management Coordinator in association with the Steering Group will investigate the observed doubts and communicate their findings to the Steering Group and the Management Chairperson. The Management Chairperson and the EWC Spokesperson will endeavour with the Country Manager/Local HR and the local workers representatives to duly resolve the issue. During this process, the designation process will be on hold.

If within the four-year mandate period the Employee Representative loses his/her mandate based on national legislation, a new designation will take place in the country concerned, to be decided at national level. In that event, the newly designated Employee Representative shall serve the remainder of the four-year mandate.

Those involved in the election or appointment of Employee Representatives will be reminded to consider the need for balanced representation of Employees with regard to their activities, category and gender in making their selection.

However, no Employee Representative can have their mandate terminated during their term of office except for one of the following reasons:

- They resign;
- They are recalled as based on national legislation;
- They become a member of Senior Management in TAG;
- The branch or subsidiaries they represent is/are terminated, or is/are no longer a part of TAG;



- They cease to be employed by TAG;
- There is a conflict of interest in the situation the Employee represents Management interests in other instances or groups.

If an Employee Representative is absent from any scheduled meetings (whether digital or in person meetings) without reasonable justification for two consecutive times, their membership of the EWC will be suspended. For the time of this suspension the elected Substitute will automatically step in as Employee Representative. The Steering Group will inform the employees in the respective country of such suspension and invite them to designate a new member or a new substitute member.

Once the above steps are completed and a new member is designated, the Employee Representatives shall receive a welcome message from the EWC Spokesperson-Chair containing the required support to fulfil the function of a European Employee Representative in the EWC.

### III.1.2. – Role of Employee Representatives

The role of an Employee Representative within the EWC differs from a local, national representatives' roles. For the following key accountabilities, the Employee Representatives will be given enough time and means to allow the Representative to:

- attend the Plenary meetings and any other scheduled virtual meetings;
- participate in the training organised by the EWC;
- prepare questions and discussions from the country concerned to put forward at the EWC on strategic, transnational issues (not local or national);
- undertake other preparation work in advance of EWC meetings, e.g. pre-reading;
- if applicable, to work to their best ability in accordance with the mandate set out by their national country/works council;
- ask questions and participate in discussions with the Management;
- communicate information and messages to and from the EWC to Employees in the country they represent;
- interact with other local / national employee representatives and local HR / Management to feed back information to and from the EWC;
- keep in touch with other EWC Representatives throughout the year and respond to requests from the Steering Group;
- understand and work within the rules of the EWC Agreement;
- ensure a smooth transition when new Employee Representatives in the EWC take over the mandate.



### **III.1.3. - Protection of Employee Representatives**

Members and Substitutes of the EWC shall when exercising their function enjoy the protection and guarantees as per the national legislation implementing the EWC Directive in their country of employment. In those countries outside the scope of the EWC Directive the Employee Representatives and Substitutes shall when exercising their functions, enjoy the same protection and guarantees as they would have as a member of the national works council or other national workers representation structure in their respective country.

Members and Substitutes of the EWC may not be dismissed or suffer any unfavourable change in their conditions of employment or any unfair treatment, including selection for redundancy, or suffer any other action prejudicial to their employment, because of their status or reasonable activities as employees' representatives. At the same time, Members and Substitutes of the EWC shall also not be advantageously treated in comparison to other non-EWC employees because of their status or reasonable activities as employees' representatives.

TAG values the contribution of the EWC members and will not tolerate any discrimination or intimidation on grounds of membership, according to the Code of Conduct of TAG specifically relating to discrimination, intimidation and/or bullying.

### **III.1.4. - Observers**

The Steering Group and the Management Representatives may decide by mutual agreement to invite to meetings observers that are employees of TAG.

Each observer must sign a confidentiality agreement prior to attending a EWC meeting to comply with the secrecy and confidentiality requirements as defined in the article VII.3.

## **III.2. Management Representatives**

### **III.2.1. - Nomination Management Representatives / Number of seats**

Management will nominate 6 Representatives to the TAG Dialogue. Amongst the 6 Management representatives, there will be a Chairperson, the Coordinator and 4 further Management Representatives. To the extent possible, Management Representatives represent all TAG business structures. Should additional Management Representatives need to be invited in order to assist with specific topics, the Coordinator shall first agree that with the EWC Spokesperson.





### **III.2.2. - Management Representative Substitute**

The Management Representatives may appoint Substitutes who shall have the same rights and obligations of the Management Representatives they are substituting.

### **III.2.3. - Eligibility of Management Representatives**

The Chairperson shall, in the first quarter of each year, inform the Steering Group who are the appointed 6 permanent Management Representatives.

The Management Chairperson will have full power and discretion to appoint and remove Representatives of Management to and from the TAG Dialogue. The Management will ensure that Representatives attending meetings with the EWC are of an appropriate level of seniority and background to carry out Management's obligations as set out in this Agreement.

### **III.2.4. Management Chairperson**

This role is exercised by the CHRO or by a person appointed by the Chief HR Officer of TAG. His/her main tasks are to:

- chair the joint TAG Dialogue meetings together with the EWC Spokesperson;
- together with the Coordinator communicate all day-to-day EWC matters on a regular basis from the TAG Management side to the EWC Spokesperson and EWC Secretary;
- act as a decision maker in proposals submitted by the EWC;
- approve the minutes and the joint statements of the EWC meetings, in agreement with the EWC Spokesperson;
- decide about interpretation of the EWC agreement and rules in agreement with the EWC Spokesperson, as referred to in article IX.4 stage 1 of the Agreement.

### **III. 2.5. Management Coordinator**

The Management Chairperson shall appoint a Coordinator who shall be responsible for ensuring a smooth, transparent and effective EWC information and consultation process and all administrative matters concerning the operation of the EWC.

The Coordinator shall attend all meetings of the TAG Dialogue. The operational aspects covered by the Coordinator are:

- organizing meetings, sending out the agenda, minutes and other relevant documents;
- drafting the minutes, together with EWC Secretary, of the meetings of the joint EWC Plenary Meetings and between Steering Group and Management representatives;
- posting articles in the internal company website / platform in agreement with EWC Secretary.





### III.3. - Organisation of the EWC

#### III.3.1. - EWC Steering Group

A Steering Group consisting of 6 Employee Representatives and Substitutes shall be set up (the “Steering Group”). Steering Group members are elected by and among Employee Representatives. The Steering Group shall serve as the channel to communicate with TAG Management between the Plenary Meetings and to attend Extraordinary Meetings as defined in Clause V.1.4.

The Steering Group shall appoint one of their own as Spokesperson who will be the chair of the Employees Representative group and a Secretary who will also be the Vice-Chair of the Employee Representatives. The 6 Employee Representatives on the Steering Group shall be elected for 4 years by the Employee Representatives during the first Plenary Meeting of each mandate. During the transition period before the 4 years new designations/elections of the EWC members, the existing Steering Group will be in force until the first Annual Plenary Meeting.

In order to best represent the diversity of countries and business functions, the Steering Group members should represent different countries and as far as possible the TAG business structures within the scope of the Agreement.

The Steering Group members will be specifically trained to have the necessary skills to carry out their EWC responsibilities (as per clause VI.2 of the Agreement).

During the first Plenary Meeting of each mandate, the Employee Representatives shall inform the Management Representatives on the way the Steering Group is organized to facilitate communication between the two (e.g. regional representation, composition, roles).

#### III.3.2. - EWC Spokesperson - Chair

The EWC Spokesperson is the Chair of the Employee Representatives. The spokesperson has the mandate for the 4-year term of office of the Employee Representatives.

Based on the mandate of the EWC, the Spokesperson:

- leads Employee Representatives sessions regarding any proposals to be submitted to the Management Representatives;
- chairs the joint plenary TAG Dialogue meetings together with the Management Chairperson;
- represents the EWC inside and outside TAG; and
- approves the minutes and the joint statements of the EWC meetings, in agreement with the Management Chairperson.



### III.3.3. - EWC Secretary - vice Chair

The EWC Secretary is the vice-Chair of the Employee Representatives in the EWC and has the mandate for the 4-year term of office of the Employee Representatives.

The EWC Secretary shall preside over meetings of the Employee Representatives and meetings of the Steering Group when the EWC Spokesperson is not present.

The EWC Secretary shall:

- facilitate the organization of meetings, including sending relevant documents;
- draft the minutes, together with Management Coordinator, of the meetings of the joint EWC plenary meetings and between the Steering Group and Management Representatives; and
- post articles on the internal company website and platforms in agreement with the Management Coordinator.

### III.3.4. - Working Groups

Management and Steering Group shall jointly agree on the formation of any Working Groups around topics in scope. The Working Groups will be formed consisting of the Employee Representatives and an internal expert. If requested by the EWC, Management can advise on the identity of an internal expert colleague(s) to contact for each topic and also approve the involvement of an external expert exceptionally where deemed necessary and reasonable.

### III.3.5- Expert

The Employee Representatives and the Management Representatives may both be assisted by Experts of their choice. Experts may be present at all meetings in an advisory capacity if and when required. As an example, such Experts may provide the following services if and when required: legal advice, financial expertise, industrial relations expertise or coaching.

The cost of these Experts will be borne by TAG which has the right to limit the funding made available to cover only one Expert for the Employee Representatives per meeting. Expert costs and travel bookings must be coordinated in agreement with the Management Coordinator, prior to the meeting.

Each Expert must sign a confidentiality agreement prior to attending any EWC and TAG Dialogue meeting, subject to article VII.3. Copies of signed declarations by Experts will be obtained prior to appointment including signing of confidentiality agreements and should be available for the Management Chairperson and EWC Spokesperson.



## IV - FUNCTIONS AND PROCEDURE FOR INFORMATION AND CONSULTATION

### IV.1. - Information

Information in the context of the Agreement is defined as timely (taking into account reasonable expectations) communication of data on topics covered by the Agreement, and all elements required for the Employee Representatives to understand the data in order to develop a reasoned opinion.

The TAG Dialogue definition of Information is linked to the definition of Information provided by the EWC Directive and its jurisprudential interpretation by the Irish courts and the Court of Justice of the European Union.

The content of the Information, the time when, and the manner in which it is given, must be such as to reasonably enable the Employee Representatives within the EWC to:

- a) acquaint themselves with and examine its subject matter; and
- b) undertake a detailed assessment of its possible impact.

### IV.2. - Consultation

Consultation in the context of the Agreement is defined as a two-way constructive exchange of views and establishment of dialogue and debate, to include the right of the opinion by the Employee Representatives and a reasoned reply to such opinion, at such time, in such fashion and with such content as to enable Employees' Representatives to express an opinion on the basis of the information provided (See IV.1).

Consultation should be meaningful, which entails that it should be timely, taking into account reasonable expectations. The content of the Consultation, the time when, and manner in which it takes place, must be such as to enable the Employee Representatives within the EWC to express an opinion on the basis of the information provided to them.

The opinion referred to above shall be provided within a reasonable time, having regard to the responsibilities of Management to take decisions effectively, so that the opinion may be taken into account by the Management or any more appropriate level of Management before any decision is implemented, and a reasoned written response to the opinion provided.

In the context of the Agreement, the definition of Consultation is linked to the definition of Consultation provided by the EWC Directive and its jurisprudential interpretation by the Irish courts and the Court of Justice of the European Union.

The EWC shall also have the right to express opinion(s) on any transnational matter, under the scope of the agreement, which has not been submitted for a formal consultation



procedure, but which the Employee Representatives have identified as being relevant and of transnational importance. Management is not obliged to reply and/or react in any way to such opinion(s).

### **IV.3. - Link with local level information and consultation**

The TAG Dialogue shall where possible run before any local level Information and/or consultation or at least concurrently, without delaying or impeding the other's progress.

Subject to the requirement for any opinion of the EWC to be taken into account before any decision is implemented, and in accordance with the obligation for any opinion to be provided within a reasonable time, delivery of any opinion at the EWC level shall not prevent or delay implementation of any decision that is subject to local consultation rights and obligations.

Pursuant to the Agreement, the EWC and TAG Dialogue shall not replace the employees' representation structures that exist in each country or question the prerogatives enjoyed by Employee Representatives under national laws. Processes at the European or national level will be conducted with due regard to the competencies and areas of action of each of them. Information and Consultation at the European level will supplement and not replace, duplicate or supersede existing mechanisms for informing and consulting employees at national level.

However, in the case of transnational matters according to this Agreement being implemented or executed in a country within the geographical scope of this Agreement and without a national works council or similar employee representatives' body in the respective country, the respective EWC Employee Representatives of this country should be informed by the competent national management accordingly about such implementation or execution.

For the avoidance of doubt, negotiation is not in scope of this Agreement.

## **V - VENUE, FREQUENCY AND DURATION OF EWC MEETINGS**

### **V.1. - The Plenary Meetings**

The EWC shall effective as of 1 January 2025 hold two meetings per year which shall take place at a location agreed by Management and the Steering Group and shall be attended in person. The first Annual Plenary Meeting shall take place over a 3-working day period in the first half of the year, including training for EWC delegates, preparatory meetings, plenary meeting and follow-up, however excluding travel. The second Annual Plenary Meeting shall



take place in the second half of the year over a 2 working-day period, including preparatory meetings, plenary meeting and follow-up, excluding travel.

The final schedule of the joint plenary session with management (not the agenda), including specific calendar dates, will be defined and agreed by the Steering Group and Management Representatives 4 months before each Plenary Meeting takes place.

See Annex #2 for the recommended EWC Plenary Meeting structure which is subject to agreement before every meeting to allow flexibility based on the level of information and consultation on business topics or training needs (see article VI.2).

Each Plenary Meeting shall be preceded by the distribution of an agenda (the “Agenda”). The Management Coordinator shall prepare a draft of the Agenda in consultation with the Spokesperson of the Steering Group 5 weeks before the date of the Plenary Meeting or as soon as possible thereafter and in any case no later than 3 weeks before the date of the Plenary Meeting.

The Agenda will include information and dialogue on transnational matters, relating to TAG within the geographical scope of this Agreement, in particular concerning the structure, economic and financial situation, the probable development of the business and of service provision and sales, the situation and probable trend of employment, strategy decisions taken by TAG Management regarding variable pay components, investments, substantial changes concerning organization, outsourcing, collective redundancies and layoffs of the workforce, transnational health and safety issues, introduction of new working methods and technology, transfers, mergers, cut-backs or closures, training, corporate social responsibility, as well as an update ongoing integration of newly acquired companies.

The Management Chairperson and the EWC Spokesperson will jointly agree on the agenda, structure, and minutes of the Plenary Meetings.

The Agenda and any supporting documentation, including information on the most recent business sales performance and workforce data per country covered by the geographical scope of this Agreement, shall be distributed by the Management Coordinator by electronic means or placed on a secure internet website to all EWC Employee Representatives. The Agenda will be distributed at least three weeks prior to the Plenary Meeting. Any supporting documentation will be distributed as soon as available, on a best effort basis, and staggered by agenda point immediately after receipt by the Management Coordinator and at least 2 weeks prior to the Plenary Meeting.

In the second Plenary Meeting of the year, Management shall also inform the EWC about the financial budgets agreed by the Adecco Group and Country management for each country within the geographical scope of this Agreement for the upcoming year if this



information is already available. Should this not be the case, Management will share this information with the Steering Group as soon as available, but in any event before the end of the previous calendar year, as well as any substantial changes to financial budgets during the course of the year.

The Plenary Meeting must have the confirmed attendance of 2/3 of Employee Representatives or Substitutes for the Meeting to go ahead. Management will send invitations to Employee Representatives without the Agenda at least 3 months in advance and Employee Representatives or Substitutes will inform Management whether they propose to attend at least 2 months in advance. If less than 2/3 of Employee Representatives or Substitutes confirm their proposed attendance, the Plenary Meeting will be cancelled and will be rescheduled to a date agreed between the Management Coordinator and EWC Spokesperson.

#### **V.1.2. - Preparatory meeting and follow up meeting of the Plenary Meetings**

The Employee Representatives in the EWC will meet before each Plenary Meeting at the same place and will meet in the second half of the last day of each plenary meeting.

All meeting facilities available for the Preparatory meeting and for the Plenary Meeting as well as for the Steering Group Annual Meetings will be placed at the disposal of the Employee Representatives at the cost of TAG.

TAG will ensure that the Employee Representatives, before and after the meetings, are able to communicate by using TAG's existing means of communication.

#### **V.1.3. - The Steering Group Meetings with Management**

Other than on the occasion of the regular EWC Plenary Meetings, the Steering Group effective as of 1 January 2025 shall meet in a virtual way, at least twice a year with Management, unless the Steering Group and the Management consider the meeting not necessary. The Steering Group Meetings will each last up to half a day and will include Management Representatives in order to discuss on-going issues, and to be informed on new developments on Agenda items.

The cost of these Meetings will be borne by TAG.

#### **V.1.4. - Extraordinary Meetings**

##### Conditions and Topics

Management shall follow the process detailed below if a Transnational Issue will cumulatively:



- a. impact at least 30 Colleagues / Internal Employees in one country or, if the Adecco Group employs less than 300 Colleagues / Internal Employees in that country, at least 10% of them;
- b. impact at least 30 Colleagues / Internal Employees in a second country or, if the Adecco Group employs less than 300 Colleagues / Internal Employees in that second Country, at least 10% of them; and
- c. involve at least one of the following:
  - i. a relocation of employees or of work;
  - ii. collective redundancies under the national law of at least one of the two countries;  
or
  - iii. an acquisition, divestment or joint venture.

For the avoidance of doubt, Associates / External employees shall be disregarded when determining if the thresholds above are met.

#### Format

Extraordinary Meetings will preferably take place in person if logistics allow, otherwise by videoconference. The Steering Group shall make a recommendation on the format of the Extraordinary Meeting having regard to the nature of the Transnational Issue, and the number of potentially impact employees and the number of countries in which they work. Management will not unreasonably refuse a request to hold the meeting in person. The Management Coordinator will organise the meeting.

The Employee Representatives entitled to attend Extraordinary Meetings shall be those designated as members of the Steering Group in accordance with Clause III.1. above and members representing the other countries affected by the Transnational Issue.

#### Timing

Reflecting that the local and European Works Council processes should permit suitable linkage between national and transnational levels of dialogue, the Extraordinary Meeting process may run either before or concurrently with any national or local information, consultation, or negotiation processes.

#### Process

If the conditions described above have been met, Management and the Steering Group shall discuss and seek to agree a timescale for information and consultation which follows the process as set out below, but which cannot be longer than 100 days.





THE ADECCO GROUP

Calendar Days for V.1.4.c.i. and ii. within 100 days	Calendar Days for V.1.4.c.iii within 90 days	Recommended Steps of the Extraordinary Meetings
Day 1	Day 1	The Management Chairperson shares Information with the Spokesperson and the Secretary and confirms any confidentiality restrictions and guidelines in accordance with Clause VII.3 that will be applicable to all members of the Steering Group. Information provided in this step must include number of employees impacted and in which country(ies). If the information does not include these two elements, the process described in these steps is not considered to have started. The Management Chairperson may invite members of Management and business leaders to support them with this Information sharing.
By no later than day 10	By no later than day 10	The Spokesperson confirms that Management must proceed with the following steps, or that Management is not required to proceed in respect of the particular Transnational Issue. If the Spokesperson confirms that the following steps are not required or provides no confirmation at all then the process shall be deemed to have concluded. The Spokesperson makes any recommendation for the Extraordinary Meeting to take place in person and any request for other Employee Representatives to attend it.
Days 1-30	Days 1-30	The Steering Group engages any expert to assist it if necessary, in accordance with Clause III.3. The Steering Group begins its analysis and asks any questions that it has about the Information that Management has provided to it.
		Subject to its right to withhold any information in accordance with section 15(3) of the Transnational Information and Consultation of Employees Act 1996 (as amended), Management uses reasonable endeavors to answer any questions that the Steering Group has asked it about the Information that it has provided. The Steering Group concludes its in-depth analysis.
		The Extraordinary Meeting takes place on a date and time fixed by Management having regard to all attendees' availabilities and the format of the meeting.
Days 1-40	Days 1-40	The Steering Group gives any written opinion to Management or indicates that it will not be providing any such opinion. If no such opinion or indication is provided, then the Steering Group shall be deemed to have chosen not to give any opinion and the process shall be deemed to have concluded.
Within 20 days of receiving any opinion	Within 10 days of receiving any opinion	Management gives a reasoned written response to the Steering Group's opinion, and this concludes the process.





It is expressly understood that TAG cannot implement the decision(s) through irreversible measures until the steps identified above are completed. Even if the steps identified above are not yet completed, TAG may implement the decision(s) through irreversible measures latest after 100 days from the start of the information process.

## VI. RESOURCES AVAILABLE TO THE EWC

### VI.1. - Working Language

The working language for all purposes shall be English.

For the purposes of a smooth TAG Dialogue, it is the intention of the Parties that the Employee Representatives on the EWC shall have a proper command of English. TAG, in consultation with local Management, will facilitate appropriate English language training for Employee Representatives if required by them.

### VI.2. - Training of Employee Representatives

TAG will, in agreement with the Steering Group, arrange for appropriate training to be provided to all Employee Representatives and, in the case of Substitutes, only in the event that the official EWC Employee Representative cannot attend the Plenary Meeting.

The nature and duration of training, as well as other key considerations (eg. content, time needed, budget, selection of training providers, etc) shall be discussed and agreed between the Steering Group and Management through a formal training plan that the Steering Group will need to submit to Management by 2 months before the first Plenary Meeting of each mandate. The agreed training plan shall be subscribed by Management and Steering Group in order to be valid for the whole 4 years mandate of the EWC.

Once the training plan is approved, Steering Group and Management will determine the duration of the training during Day 1 of the first EWC Plenary Meeting (see Annex #2 - Recommended Plenary Structure) to ensure all Employee Representatives and their Substitutes (if applicable) have the necessary skills to carry out their responsibilities.

### VI.3. - Operating Expenses

TAG will bear the cost of organizing the EWC meetings. Attendance at the EWC meetings or Extraordinary Meetings will be considered a business travel expense to the effect that the applicable local TAG employer will ensure that the respective Employee Representative will be paid their normal salary and wages during absence, and that reasonable travel and accommodation expenses incurred by the Employee Representative are reimbursed by the



applicable local TAG employer; any incurring, claiming and reimbursement of expenses shall follow applicable local policies.

For the avoidance of doubt, the cost of the Steering Group for the EWC meetings themselves, and related hotel costs and onsite meals, will be borne by TAG and not by the local TAG employer.

The Parties to this Agreement agree that the EWC should operate in the most cost effective and efficient manner, without undermining the rights, duties and obligations of the Parties or the effective functioning of the EWC or its constituent parts.

#### **VI.4. - Further Expenses**

TAG shall further financially support the work and development of the EWC where deemed necessary and reasonable. In addition to the above-mentioned operating expenses, the Management Chairperson shall therefore at the beginning of each financial year inform the EWC Spokesperson and the Secretary about the additional maximum financial resources that can be made available to the EWC for the respective financial year for the reasonable further deployment of Experts and/or further reasonable training, enabling the EWC to fulfil its duties according to this Agreement. Should compared to previous years a reduction of such financial support of further expenses be deemed necessary and reasonable by Management, Management will inform the EWC of any such reduction and the grounds for this decision.

The Steering Group must have the approval of the Management Chairperson as well as local approval before incurring any expenses related to the TAG Dialogue or the EWC. This is following all the budgeting and controlling rules in place in TAG, for compliance and audit purposes.

#### **VI.5. - Credit time**

The time spent for the Employee Representatives and Substitutes on EWC activities outside the Plenary Meetings, the Steering Group Meetings with Management and any Extraordinary Meetings shall ordinarily:

- a) count as any credit time allocated for national works council activities and not exceeding 6 working days (or hourly equivalent as in the national legislation); and
- b) if no national provision is available EWC members might be entitled to a maximum of 6 working days (or hourly equivalent as in the national legislation) a year in any event.

In the case of the Employee Representative and Substitutes who belong to the Steering Group, the time spent on EWC activities outside the Annual Plenary Meetings, the Steering Group Annual Meeting and any Extraordinary Meetings shall ordinarily:



- a) count as any credit time allocated for national works council activities and not exceeding 12 working days (or hourly equivalent as in the national legislation); and
- b) if no national provision is available EWC members might be entitled to a maximum of 12 working days (or hourly equivalent as in the national legislation) a year in any event.

In the case of EWC Spokesperson and the EWC Secretary, the time spent on EWC activities outside the Annual Plenary Meetings, the Steering Group Annual Meetings and any Extraordinary Meetings shall ordinarily:

- a) count as any credit time allocated for national works council activities and not exceeding 18 working days (or hourly equivalent as in the national legislation); and
- b) if no national provision is available EWC members might be entitled to a maximum of 18 working days (or hourly equivalent as in the national legislation) a year in any event.

Employee Representatives shall have the right to further reasonable paid time off to enable them to carry out their functions promptly and efficiently subject to prior agreement between the EWC Spokesperson and Management Chairperson.

Upon request and in agreement with the relevant local human resources management, each EWC Employee Representative will have access to all TAG sites within the country within the geographical scope of this Agreement that he or she represents as will any Steering Group member within the area that he/she represents.

## VII. COMMUNICATIONS, INFORMATION DISCLOSURE AND CONFIDENTIALITY

### VII.1. - Communications

A summary of the main points of discussions will be created and will be jointly signed by the Management Chairperson, Coordinator, the EWC Spokesperson and the EWC Secretary at the end of each meeting. The agreed summary statement on decisions taken will be circulated within TAG, unless otherwise specified due to confidential content, as a side document of the minutes.

The communication shall be sent by the Coordinator to the Country Management and HR Community for cascading to all relevant stakeholders using existing local communication methods.

In addition to the joint summary following the meeting, the Coordinator and EWC Secretary shall distribute the draft minutes (provided by the minute taker) to Employee Representatives and Management. The EWC Spokesperson and the Management Chairperson must agree on the minutes prior to wider circulation within TAG, unless otherwise specified due to confidential content.



Minutes shall not cover the presentations that are shared in advance. Minutes shall cover the questions and debate following each presentation, as well as any presentations that are not shared in advance. Minutes shall also not cover Employee Representatives' discussions.

The minutes will be taken by an independent and external "minute-taker" who will be in attendance throughout the meeting. No recording in any of the sessions will be conducted.

## VII.2. - Information Disclosure

Subject to the provisions set out in the following paragraph the Parties agree that it is preferable that information disclosed during the Meetings be disseminated to TAG Employees in the various subsidiaries of TAG in the participating countries. For that purpose, the following procedures shall apply:

- a) TAG subsidiaries with a works council or similar employee representative body as recognized by law: The works council will be informed during its next meeting.
- b) TAG subsidiaries without a works council or similar employee representative body as recognized by law: Local management of the subsidiaries and the applicable local representative of TAG Employees will jointly decide upon the most appropriate way to disseminate the information.

The Parties acknowledge that the holding company of TAG, Adecco Group AG, by virtue of its listing on the stock exchange is under the mandatory obligation to immediately disclose material business information concerning TAG to the stock exchange, and that from time to time such obligation may call for information to be disclosed prior to such information being discussed in the EWC or the Steering Group. Any information disclosure inside or outside TAG is therefore subject to the confidentiality requirements under this Agreement.

## VII.3. - Confidentiality

Each participant of this Agreement is under an obligation to treat as confidential information that is expressly defined by Management as a company or business secret. Where confidentiality is time-bound, guidelines will be provided for Employee Representatives by Management.

Any confidentiality obligations will be explicitly labelled by Management Representatives as regards who may receive the information and the period of time that information must be confined to the limited group indicated.

There are 3 levels of confidentiality limitations:

1. The EWC only (including Substitutes)
2. The EWC and national or local works councils



### 3. All Employees of TAG

Regarding the period of time that information must be confined to the limited group indicated:

Management Representatives will notify either a specific date or a specific event and what will happen at that moment: either an automatic downgrading of the confidentiality level or a re-assessment to see if a downgrading of the confidentiality is appropriate at that time.

The confidentiality obligation will cease automatically once Management has made the information public. There may be certain types of confidential information which are so sensitive that they cannot be disclosed to the EWC. This includes:

- a) information given to TAG in confidence by a third party, the disclosure of which by TAG to the EWC would be in breach of a legal obligation, or rules of a regulatory body or court order; or
- b) information the disclosure of which by TAG to the EWC would be likely to cause TAG (or any part of it) prejudice, harm or material disadvantage; or
- c) information the disclosure of which by TAG to the EWC would breach any stock market rules.

Employee Representatives and Substitutes must with each new mandate sign a confidentiality/non-disclosure agreement, superseding all previous versions of such confidentiality/non-disclosure agreements signed, and thereby confirm their understanding of their duty of confidentiality before Management Representatives will provide them any confidential information. Employee Representatives must also ensure that any third party assisting them (e.g. a trainer or an Expert) also signs such a confidentiality/non-disclosure agreement before they share any confidential information with that third party. All signed confidentiality/non-disclosure agreements will be shared between the Coordinator and Steering Group for filing.

If any member of the EWC or any involved third party (e.g. a trainer or an expert) has revealed confidential information in breach of his/her obligations, Management is entitled at its own discretion to decide on the necessary and proportionate measures necessary to protect the interests of TAG. Such measures may include, but are not limited to, exclusion from the EWC and TAG Dialogue, (i.e. his/her membership be terminated) as well as any other legal measures to which TAG might be entitled in accordance with the applicable national laws, rules and traditions.

In order to resolve any dispute as to the confidential nature of the information, a process in accordance with Clause IX.4 may be initiated.



## VIII. - RULES OF PROCEDURE

The Employee Representatives upon a proposal coming from the Steering Group shall adopt internal procedural rules for the EWC.

Should any inconsistencies or discrepancies arise between those internal procedural rules and the content of this Agreement, the content and principles as set out in this Agreement shall prevail.

## IX - FINAL PROVISIONS

### IX.1. - Applicable law

This Agreement shall be legally binding and shall have the standing of an agreement under the Transnational Information and Consultation of Employees Act 1996 (as amended).

As such, this Agreement shall be governed by and interpreted in accordance with the laws of Ireland.

In accordance and connection with this the Parties to this Agreement agree the provisions of Annex #3.

### IX.2. - Amending the Agreement

The provisions of this Agreement may be amended at any time, without affecting the whole of this Agreement or its validity, by Management together with an absolute majority of the Employee Representatives.

If the structure of TAG changes significantly, for instance following merger or acquisition, the Parties undertake to engage in a dialogue with all parties concerned with a view to introducing any necessary adaptations to this Agreement. The same procedure applies if such a change leads to a situation in which two (2) EWC agreements would co-exist within TAG and have contradictory provisions.

### IX.3. - Duration of the Agreement / Termination

This Agreement shall have an unlimited term.

In the first six months of the last year of each mandate, a joint working group formed of three Members of the Steering Group and three Members of Management shall evaluate this



Agreement and consider whether it should be revised and, if so, shall try to formulate proposals for how for consideration by the Employee Representatives and TAG.

This Agreement may be revised at any time or terminated at any time by one party giving six months' notice to the other party, subject to the Employee Representatives being required to act by an absolute majority for these purposes.

If either party gives notice to terminate this Agreement, then the Parties will commence negotiations without delay with a view to reaching a new agreement. This Agreement shall remain effective until a new agreement has been agreed and entered into force with a newly designated EWC in place.

#### **IX.4. - Dispute resolution and Irish courts**

TAG and the EWC shall seek to resolve disputes in good faith and in the spirit of cooperation. Subject to the above-mentioned clauses, if there is dispute about the meaning or operation of this Agreement, the following dispute procedure will apply:

Stage 1: There will be a discussion between three Members of the Steering Group and three Members of Management in an attempt to resolve the dispute. This stage shall not take longer than 30 days from the date when one Party notifies the other that it wishes to invoke this procedure (the EWC Employee Representatives shall act by a majority) and providing a written explanation of the basis of the dispute including reference to the relevant provision of this Agreement which it is alleged has been breached.

Stage 2: If the dispute is not resolved at stage 1, both Parties will consider in good faith seeking to resolve the matter through mediation by a mutually agreed mediator. In the event that the parties cannot agree a mediator within a period of 30 days from the receipt of the written notification from the party invoking stage 2, the dispute will move to the stage 3. This stage shall not take longer than 30 days from the date when one Party notifies the other that it wishes to invoke the stage 2.

Stage 3: If one of the two Parties does not accept the proposal for a mediation within one month, the Parties are free to litigate in court. Any dispute arising out of or in connection with this Agreement is subject to the exclusive jurisdiction of the Irish courts. For this purpose, in accordance with the Transnational Information and Consultation of Employees Act 1996 (as amended), both Parties agree to designate as an arbitrator a person nominated by The Chartered Institute of Arbitrators (Ireland Branch) with registered offices at The Distillers Building, 145-151 Church Street, Smithfield, Dublin 7, Ireland.

The cost of these disputes will be borne by TAG.



## SIGNATURES

Signed on behalf of the TAG Employees Representatives:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed on behalf of the TAG Management Representatives:

_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged as a model EWC agreement by UNI Europa as a third party:

_____	_____	_____
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Annex #1 - Revenue Size Ranking per Country (based on figures 2023) and EWC seats allocation as of November 2024 in line with Article III.1.1. of this Agreement

Ranking	Country	Revenue Size in Million Euro (2023)	Number of Employee Representatives
1	France	5.836	5
2	Italy	2.611	4
3	Germany	1.825	3
4	UK	1.603	3
5	Spain	1.209	2
6	Switzerland	522	1
7	Belgium	518	1
8	Netherlands	359	1
9	Sweden	298	1
10	Norway	269	1
11	Poland	196	1
12	Portugal	175	1
13	Romania	89	1
14	Austria	89	1
15	Finland	85	1
16	Greece	66	1
17	Czechia	63	1
18	Bulgaria	49	1
19	Slovenia	40	1
20	Ireland	36	1
21	Hungary	35	1
22	Luxembourg	34	1
23	Serbia	31	1
24	Denmark	19	1
Total			36



**Annex #2 - Recommended Structure of the EWC Meetings, in line with art. V.1.-VI.2 of this agreement**

**1<sup>st</sup> Plenary Meeting (first half of year)**

Day 1 - 1 <sup>st</sup> half	Training
Day 1 - 2 <sup>nd</sup> half	Training
Day 2 - 1 <sup>st</sup> half	Preparatory Meeting
Day 2 - 2 <sup>nd</sup> half	Joint meeting with management
Day 3 - 1 <sup>st</sup> half	Joint meeting with management
Day 3 - 2 <sup>nd</sup> half	Joint meeting with management, follow-up meeting and conclusions

**2<sup>st</sup> Plenary Meeting (second half of year)**

Day 1 - 1 <sup>st</sup> half	Preparatory Meeting
Day 1 - 2 <sup>nd</sup> half	Joint meeting with management
Day 2 - 1 <sup>st</sup> half	Joint meeting with management
Day 2 - 2 <sup>nd</sup> half	Follow-up meeting and conclusions



**Annex #3 Statement to the Central Arbitration Committee**

The Employee Representatives shall, or shall procure that their representative shall, write to the UK's Central Arbitration Committee in the terms set out below.

It is agreed that TAG is acting for the purposes of the Preamble and this Annex #3 (and those parts of this Agreement alone) as a duly authorised agent of Olsten (U.K.) Holdings Ltd.

*FAO: the case manager with responsibility for cases EWC/0032 and EWC/0037*

The undersigned parties are pleased to announce that, as a significant milestone in their mutual relationship, they have concluded a new European Works Council agreement which embodies their mutual commitment to resolving differences amicably and collaboratively.

In consideration of that new agreement, of which this statement forms an integral part, the Employee Representatives of the Adecco Group European Works Council hereby withdraw all pending disputes currently before the Central Arbitration Committee (cases EWC/0032 and EWC/0037) on the basis that the parties have entered into an agreement to resolve these disputes in accordance with regulation 40(2) of the Transnational Information and Consultation of Employees Regulations 1999.

The undersigned parties believe that the resolution of their disputes in this way promotes a more cooperative and productive future for both parties, and that this joint statement underscores their dedication to moving forward with mutual respect and cooperation.

**SIGNATURES**

Signed on behalf of the TAG Employees Representatives

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\_\_\_\_\_  
\_\_\_\_\_

Signed on behalf of the TAG Management Representatives:

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\_\_\_\_\_