



On 7/10/2015, in Marche en Famenne

between the companies of the Ferrero Group in the European Union

and

the internal workers' representatives assisted by EFFAT - represented by Guido Majrone – and by the trade union organisations in Belgium, Italy, Ireland, France, Germany and Poland belonging to EFFAT

Having examined the agreement of 13 April 2011 that renewed the agreement establishing the FERRERO European Works Council signed on February 8, 1996 and subsequently extended on November 17, 1999, November 21, 2004 and November 16, 2007;

In consideration of the fact that the agreement respects the terms contemplated by art 13 paragraph 1 of Directive 94/45/EC, terms also recognised by art 14 paragraph 1 point a) of Directive 2009/38/EC;



Having positively evaluated the experience gained to date both in the information and consultation procedures, and in the joint training initiatives that have made it possible to develop a distinctive European industrial relations culture;

Having acknowledged the opportunity of adapting the original agreement in the light of the practices matured to date, and taking into account the organisational measures that the experience of the Ferrero EWC has suggested so far;

it is agreed to renew the aforesaid agreement on the basis of the consolidated text that follows.



PROTOCOL AGREEMENT

to establish a Ferrero European Works Council to inform and consult with the workers' representatives of the Ferrero Group.

Introduction:

By establishing a European Works Council, Ferrero and the workers' representatives intend to boost social cohesion within the organisation all over Europe, by implementing constructive dialogue and confrontation, founded on collaboration and mutual trust.

In detail, the parties recognise the importance of spreading through the Group, even by the activities of the EWC, good practices that will enable the company to reach the degree of "reliability" and qualitative excellence that consumers identify with it but also to exploit the contribution of all the human resources who work for the Group, who represent a strategic asset for the organisation's development and success.

In this spirit, the parties therefore agree that the EWC will continue to operate consistent with and in support of the development of the culture, principles and values related to Corporate Social Responsibility, which Ferrero has promoted since the very start of its activities. The EWC is also an opportunity to enhance and discuss the policies in support of personnel.

By this agreement, the parties intend to identify the best tools to implement the procedures for the transnational information and consultation of workers that are the objectives of Directive 2009/38/EC.

For the purposes of the present agreement, and in compliance with the provisions of EU legislation:

- By "information" we refer to the communication to the EWC of data and information with a transnational character, which regard the results of the Group in Europe, or of at least two companies located in two different European countries, that impact significantly on workers' interests. Information is communicated in good time, with methods and contents that

enable the workers' representatives to understand the issues raised, to examine them and to make the appropriate appraisals;

- By "consultation" we refer to the discussion and the exchange of opinions between the workers' representatives and company management, with timing and conditions that allow the workers' representatives to express an opinion or a comment that will be taken into account, without affecting the management's responsibility regarding the decisions taken.

The EWC operates at a transnational level and, under the principle of subsidiarity, it complements national industrial relations systems.

As a result, the Ferrero European Council cannot replace the workers' trade union representatives in the performance of their negotiating functions, or limit workers' rights in the various countries, and must refrain from any interference in national or local negotiation mechanisms, information and consultation.

The Ferrero European Works Council does not replace the workers' representative structures in each company, and each country, which maintain their integrity and functions.

1) Field of application:

The EWC represents all the workers of the companies in the Ferrero Group located in the European Union, regarding both the industrial manufacturing facilities and commercial facilities, subject to verification that each one meets the size threshold envisaged in art 2 lett a) of Directive 2009/38/EC.

If, during the validity of this agreement, other countries where Group companies operate join the European Union, they will be guaranteed representation as envisaged in point 2) below.

2) Composition

The Ferrero European Works Council is made up of:

- **a chairman**

appointed by the management of the Ferrero Group, or his representative, assisted by company managers selected by him.

- **a secretary**

who is chosen among Ferrero company employees by workers' representatives in the EWC, subject to consultation between the local works councils and trade unions. The chairman then appoints him.

The secretary general of EFFAT (or his delegate) may take part in the proceedings of council, if communicated in advance.

- **15 delegates**, who are employees of the Ferrero Group.

The delegates are appointed or elected in compliance with national requirements and practices, with the agreement of the various plants/headquarters in a given country.

In countries where there are no specific arrangements in this regard, the relevant representatives will be selected by direct election by the workers in that country among themselves.

The tenure of the mandate will coincide with the duration of this agreement.

External representatives of the trade unions signing up to this agreement will also attend EWC meetings, subject to consultation with the workers' representatives according to national practice, with a maximum of one representative per country.

In order to guarantee the highest level of representation for the many national members, these representatives may also be selected on a rotation basis.

The delegates, who are selected in proportion to the number of workers present in each country, break down as follows:

ITALY **4** (*plus one member to act as secretary*)

GERMANY	4
BELGIUM	2
FRANCE	2
POLAND	2
IRELAND	1

A replacement will be appointed for each country, who will step in in the event of the temporary impediment of the delegate.

The signatories to this agreement must communicate the appointments or changes to them to the organising committee – which will inform the secretary and the chairman – in good time and in any case at least 30 days before the date of the meeting.

The appointment will automatically cease if the delegate ceases to be an employee of the Ferrero Group.

The delegates, who are employees of the Ferrero group, will be guaranteed their salaries on the days that the EWC meets and on the preparation day that precedes the meetings, and likewise on training days, and they will be reimbursed any expenses incurred to take part in the meetings.

During the performance of their functions, EWC delegates enjoy the same protection and the same guarantees envisaged for workers' representatives by law and/or contract provisions, or by accepted practice in the country where they work.

No advantage or discrimination may derive from participation in the activities of the EWC.

3) Coordination Committee

In order to facilitate the planning and coordination of the activities of the EWC, the "Health and Safety and corporate social responsibility" Laboratory, as envisaged in point 7) below, and of the communication tools and strategies set out in point 9), a Ferrero EWC Coordination Committee will be established, made up of the secretary, the laboratory coordinator and the communications delegate. This committee, assisted where appropriate by the EFFAT representative and EWC expert, will meet once a year and/or as required, and shall later share the outcomes of the meetings with the EWC Chairman or person delegated by the latter.

4) Meetings

- Frequency of meetings

The FERRERO EWC meets in ordinary session once a year, summoned by the chairman, usually in Autumn.

In exceptional circumstances, and after consultation with the secretary, the chairman will summon an extraordinary session of the EWC, following a motivated request by the majority of the delegates.

- Duration of meetings

Each meeting will last one day and will be preceded by a preparation day and followed by a half-day dedicated in particular to the exchange of ideas and confrontation between the workers' representatives and management, as well as to visits to manufacturing plants.

- Location and methodology for meetings

The meetings will be held close to the various manufacturing sites in turn. The location of each meeting is chosen by the company that materially organises the meeting, with the agreement of the organising secretariat.

During the meetings, including the preparatory meeting, simultaneous translation into five languages (Italian, English, French, German and Polish) will be guaranteed.

During the preparatory meeting and subject to the agreement of company management, the workers' representatives may be assisted by an expert identified jointly, whose services will be paid by the company.

- Agenda:

The Agenda is set by the chairman subject to the agreement of the secretary of the EWC and is communicated to delegates at least 30 days before the meeting.

- Minutes:

The minutes of the meeting and any preparatory documents are drafted by the chairman in consultation with the secretary of the EWC. They will be drafted in five languages (Italian, English, French, German and Polish) and sent to the delegates.

- Subject of the information and consultation:

The European Works Council is informed and consulted about the situation and results of the Group, and in particular:

- ✓ The structure of the group and fundamental changes regarding the organisation.
- ✓ The economic situation of the companies in the Ferrero Group located in countries in the European Union, with an overview of the Group at world level.
- ✓ The employment situation of Ferrero Group companies located in European Union countries, with an overview of the Group at world level.
- ✓ Manufacturing and capital spending programmes.
- ✓ Market strategies.
- ✓ Vocational training.
- ✓ Other important issues regarding workers and affecting companies in at least two member countries.

5) Training

Every year, usually in the Spring, a joint training seminar will be organised, with the goal of developing and increasing the skills of the workers' representatives, and of fostering constructive dialogue and interchange between the latter and company management; it will last one or two days, and will address issues chosen jointly, primarily from the following:

- Social dialogue and Industrial Relations systems;
- Measures to protect health, work safety and prevention strategies
- Corporate Social Responsibility and Sustainable Development policies and good practice;

- Competitive and market scenarios that are significant for the Ferrero Group;
- Novelties in the field of EU labour and welfare legislation.

The programme and the experts for the seminar will be chosen jointly by the chairman and the secretary, with the support of the expert and the organising secretariat.

In order to foster greater involvement and the exchange of information and advice between the members of Ferrero EWC and workers' representatives in the individual industrial and commercial facilities located in the European Union, local training initiatives will be organised at roughly two-yearly intervals focusing on topics relating to the points of debate with the Group management, the "Health and Safety and corporate social responsibility" Laboratory and the development of communications initiatives.

6) Expert

An external figure has been identified by common consent who will be given responsibility for providing expert assistance to the Chairman and the Secretary of Ferrero EWC in order to ensure more efficacious functioning of Ferrero EWC and the activities of the laboratory set out in point 7) below, European and local training as specified in point 5), and the communications described in point 9).

7) "Health and Safety and corporate social responsibility" Laboratory

Safeguarding workers' health, ensuring the safety of all workplaces and the development of the most advanced accident prevention strategies are fundamental values and procedures to be promoted and disseminated throughout the entire Ferrero Group, also by giving value to the activities of the EWC. To achieve this the laboratory for health and safety in the workplace has been set up within the scope of the Ferrero European works council, dedicated to raising awareness, and to the study and exchange of information, experience and best practices. The recipients of its studies and activities are all members of the EWC and all those in the company, both local management and workers' representatives, who are responsible – through information, training, health monitoring, etc. – for improving living and working conditions in all places of activity within the Ferrero Group. A permanent working group made up of one representative per country has been set up as part of the Ferrero EWC, and one of its members will be responsible for coordination. This

group will meet at least once a year, with the assistance of an expert, to plan the activities of collecting and disseminating information.... and best practices for prevention, and to submit proposals to the EWC for initiatives to raise awareness, provide information and training for workers, local representatives responsible for health and safety, and to company managers responsible for protection and prevention services.

On the Ferrero EWC website, as envisaged in point 8), a specific area will be created to store and disseminate documents and information relating to the activities of the laboratory. Space will likewise be given to the laboratory in the EURONOTES newsletter circulated by Ferrero EWC.

8) Organisation

An organising secretariat will be set up in the Italian company in the group, which will be responsible for organising the meetings, in agreement with the host countries.

The organising secretariat will also assist the chairman and secretary in setting the agenda of the meetings, sending out the summons, and drafting the final minutes.

On behalf of the chairman and the secretary, it will also oversee the definition of the programme of training seminars, maintaining contacts with the various experts.

The organising secretariat will also have the task of supporting the activities of the laboratory described in point 7) and the communications activities set out in point 9).

Any communication between the workers' representatives that is necessary between meetings will be backed up by the organising secretariat, which will also provide linguistic support.

Between meetings the EWC secretary may stay in contact with the various representatives using whatever method is deemed most appropriate and, if necessary, may visit the said representatives once a year at their premises, normally in preparation for the autumn meeting.

9) Communication and concessions

In order to foster awareness and dissemination of EWC activities among all Group employees in Europe, every six months a Newsletter (EURONOTES) will be published, translated into 5 languages, and containing the minutes of the EWC meetings and articles about topics of European significance.

The Newsletter will be edited by the workers' representatives, who will also ensure that it is widely distributed in the various premises.

With the same goal of encouraging communication and ensuring that all information is available, there is a Ferrero EWC "web space" dedicated to the storage and exchange of documents, which is accessible to workers' representatives and to management.

As the coordinator of all communication activities, the EWC will include a "communications delegate", who will be responsible for stimulating the role of the representatives to spread the experience of the EWC at a local level, defining the contents of the Newsletter and assigning the contributions to the various delegates, in agreement with the organising secretariat. To fulfil this task the communications delegate may identify and propose to the EWC local correspondents to collect information, documents and articles for the Newsletter and website and to disseminate the results.

10) Expenses

The expenses met by the EWC delegates to attend the meetings or training sessions (expenses due to suspension of work, travel and accommodation expenses) will be met by the originating company.

Organising, interpreting and translation expenses will be met by the company in the country where the meeting is held.

For the training sessions, the expenses will be shared between the various countries according to the number of participants.

Expenses for laboratory activities and for the expert mentioned in point 6) above, will be met by management, with prior approval.

11) Confidentiality

The goal is to guarantee ample dissemination of the activities of Ferrero EWC among the workers, provided this does not entail the disclosure of confidential information. As a result, it is extremely important that the information issued by the EWC is communicated professionally and in respect of current local legislation, to protect the confidentiality of information considered strategic by the company.

In order to promote the spirit of openness and the free exchange of opinions, the members of the EWC and the union representatives agree not to disclose information that is communicated to them as confidential. This obligation will remain even after the end of their term of office.

3) Adaptation clause

In the event of significant changes in the structure of the Ferrero Group, occurring before the agreement expires, the parties undertake to organise an encounter between the various interested parties to make the necessary adaptations to this agreement.

In any case, this agreement may be modified or supplemented at any time, with the consent of at least 2/3 of the members of the EWC, EFFAT and the representatives of the Ferrero Group.

Concluding provisions

This agreement will be valid for 5 years and may be renewed when it expires. At least three months before the expiry date, the EWC will meet to consider the conditions for its extension.

The parties acknowledge that this agreement, which meets the objectives of Directive 94/45/CE, complies with the conditions of art. 13 paragraph 1 of the same and with art. 14, paragraph 1, first part of point a) of Directive 2009/38/CE.

The official version of the agreement is the one negotiated and signed in Italian, and this version will be valid in the event of uncertainties regarding interpretation, because the agreement and the EWC itself are subject to Italian law.

The Turin court is exclusively cognisant.

Participation in the agreement is left to the autonomous decision of each representative of the workers in each headquarters or plant of a national company.

An internal functioning regulation is annexed to this agreement; it may be modified at the request of 2/3 of the members of the EWC and in agreement with management, even before the expiry of this agreement.

Read, approved and signed.

FERRERO S.P.A.

RAPPRESENTANZE SINDACALI UNITARIE



FERRERO ARDENNES S.A. CONSEIL D'ENTREPRISE

FERRERO FRANCE S.A. COMITE' D'ENTREPRISE

FERRERO O.H.G.mbH
FERRERO MSC GmbH & Co. KG
FERRERO Deutschland GmbH BETRIEBSRAT

FERRERO POLSKA SP. ZO.O ZESPOL PRACOWNICZY

FERRERO IRELAND LTD SHOP STEWARDS

assisted by:

EFFAT

and by:

NGG

CSC

FGTB

CFE-CGC Agro

CSFV - CFTC

SIPTU



FAI CISL

FLAI CGIL

UILA UIL