

RR Donnelley EWC Agreement

1 INTRODUCTION

1. This agreement is made in Amsterdam on 14 October 2009 between the central management of RR DONNELLEY, and the duly appointed or elected members of the Special Negotiating Body representing RR DONNELLEY employees in the European Union and European Economic Area.
2. This agreement defines the scope, role, membership and operation of the RR DONNELLEY European Works Council (EWC) and fulfils RR DONNELLEY's obligations under EU Directive 94/45/EC and Clause 1(b) of Article 14 of EU Directive 2009/38/EC
3. In accordance with Directive 94/45/EC the role of the Special Negotiating Body will end upon the signing of this agreement. For the sake of continuity the SNB members will be the EWC members for the first 5 years following the signing of this agreement. Additional members will be elected/selected to fill vacant seats.

2. AIM AND SCOPE OF AGREEMENT

1. The EWC shall be established as a joint body, comprising central management and employee representatives. Within the EWC, RR DONNELLEY will provide transnational information relating to its operations in the European Union (EU) and Economic Area (EEA) such as to encourage a free exchange of views and opinions to be expressed on the information provided.
2. The parties shall participate in the EWC in good faith accepting that the EWC shall not affect the prerogative of management who remain solely competent and responsible for business, financial, commercial and technological decisions at local, national and trans-national levels. The parties to this Agreement recognise and confirm that.
3. Central Management shall make every effort to trigger information and consultation simultaneously at local and at European levels and these processes will continue concurrently and independently of each other. National information and consultation will follow the procedures set out in national law. European information and consultation will follow the procedures set out in this agreement.

3. OPERATIONS COVERED

1. This agreement covers RR DONNELLEY employees within any firm, business entity or other association within the EU and EEA which is directly or indirectly majority owned or controlled by RR DONNELLEY.
2. When the company acquires another company with a presence within the EU and EEA then, in the first instance, Central Management will meet with the Steering Group to discuss how the employees of the newly acquired company are to be incorporated into the EWC. Where the acquired company itself has an EWC then management will arrange a joint meeting of the Steering Groups of both EWCs in order to reach agreement on how the EWC(s) will function in the future. In general, the following principles will guide such discussions:
 - a. Newly acquired companies with operations in EU and EEA member states where there is already a pre-existing company presence and representation on the EWC shall be represented by the existing EWC employee representative(s) until the completion of their term of office. If the number of employees in the acquired

company so justify, in accordance with the terms of Clause....of this agreement, additional representatives will be appointed to the EWC.

- b. For newly acquired companies with operations in EU and EEA countries without an RR DONNELLEY presence and therefore having no employee representative on the EWC, the company will arrange for the election/selection of the appropriate number of representatives in accordance with national law and/or practice. These representatives will take their seat on the EWC as and from the date of their election.
- c. In the event of any disputes arising in this regard then the matter will be dealt with, where appropriate, in accordance with the procedure set out in Clause 14 of the 2009 EWC Directive (2009/38/EC)

4. COMPOSITION OF THE RR DONNELLEY EUROPEAN FORUM

1. The RR DONNELLEY EWC will have the following membership:
 - a. Relevant senior European executives of RR DONNELLEY, one of who will preside over the Forum.
 - b. Other company nominated executives one of whom will act as the Forum Secretary.
 - c. Employee representatives appointed under the procedures set out in article 6 of this agreement.
2. The RR DONNELLEY EWC will consist of an annual meeting of both RR DONNELLEY management and representatives of employees.
3. RR DONNELLEY will provide information to the Forum on relevant transnational business and employment matters, such as to facilitate a constructive and free exchange of views and opinions. The information will more in particular relate to:
 - a. the structure, economic and financial situation;
 - b. probable development and production and sales
 - c. the progress of the business and its prospects;
 - d. the situation and probable trend of employment, investments;
 - e. substantial changes concerning organization, introduction of new working methods or production processes,
 - f. transfers of production, mergers, cut-backs or closures of undertakings, establishments or important parts thereof, and collective redundancies.
4. "Information" means transmission of written and/or verbal data by RR DONNELLEY to the employees' EWC representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations.
5. "Consultation" is defined as the exchange of views and establishment of dialogue between the employee EWC representatives and central management or any more appropriate level of management, at such time, in such fashion and with such content as enables employees' representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management, and within a reasonable time, which may be taken into account.

6. Matters shall be considered to be transnational where they concern the Community-scale undertaking as a whole or at least two undertakings or establishments of the undertaking situated in two different Member States.
7. The EWC will not consider or be responsible for:
 - a. collective bargaining negotiations on salary and other non-wage benefits;
 - b. local or national topics subject to national legislation or to local or national collective agreement;
 - c. issues that relate to individual employees
8. Such issues will continue to be handled in accordance with the procedures in force in individual countries

5. APPOINTMENT OF EMPLOYEE REPRESENTATIVES

1. The employee representatives for the purpose of this Agreement are the employee representatives who, from time to time, have been elected selected to the Forum under the terms of this Agreement.
1. Employee representatives will be appointed on a country basis. The members of the EWC shall be elected or appointed in proportion to the number of employees employed in RR DDONNELLEY operations, by allocating in respect of each Member State one seat per portion of employees employed in that Member State amounting to 10 %, or a fraction thereof, of the number of employees employed in all the Member States taken together;
2. The total number of employee representatives on the Forum shall not exceed 20. In the event that either the expansion of RR DONNELLEY into new geographical areas within the EU or the growth in employee numbers in existing countries covered by this Agreement would result in the figure of 20 being exceeded then the above formula will be adjusted to keep the number at or below 20.
3. Employee representatives will be elected or appointed according to the law in the country of their employment. Employee representatives will represent all RR DONNELLEY employees within their constituency.
4. Where there are no national-level employee representation mechanisms in place in a country then the facility with the greatest number of employees will nominate the delegate to the Forum, with second and subsequent delegates (and substitutes) coming from the next biggest facilities in terms of employee numbers. At the start of each forum term of office a list of delegates and substitutes for each country will be drawn up on this basis and used as the basis for selecting representatives throughout the life of the agreement.
5. Employee representatives must be employees of RR DONNELLEY who have at least ~~2~~ 1years' service or such other period as is specified in national legislation and at the time of their appointment to the Forum are capable of remaining employees of RR DONNELLEY for the duration of their appointment. All eligible employees who meet the above criteria have the right to stand as an employee representative to the Forum.
6. On the basis of the current scope of RR DONNELLEY's operations employee representation by country will be as per Appendix B. These figures will be updated annually, based on headcount as of December 31st.
7. Employee representatives will serve for a 5 year renewable term and will be subject to re-election at the same time, except where otherwise provided for by national law and/or practice.

8. Substitutes may be nominated or elected per country, according to the same procedures as for the election of effective employee representatives. Each country may nominate or elect as many substitutes as there are effective employee representatives from that country. They will substitute for the elected employee representative in the event that the elected employee representative is unable to attend a Forum meeting, such unavailability being notified to the Forum Secretary at least one week prior to the annual Forum meeting. Subject to the provisions of the relevant national law, the substitutes will automatically replace the employee representatives in the event that the permanent employee representatives are unable to continue their responsibilities for whatever reason. Substitutes will replace elected representatives for the duration of the original mandate.
9. Employee representatives who cease to be employees of RR DONNELLEY for whatever reason shall immediately forego any rights as employee representatives on the EWC but shall continue to be bound by a duty of confidentiality as defined in this Agreement.

6. SELECT COMMITTEE

1. The Employee Representatives shall during the first meeting of the EWC elect three of their number to form a Select Committee. An additional person will be elected as a substitute Select Committee Member. In the event that a member of the Select Committee leaves the EWC the substitute will take their place on the Select Committee. Members of the Select Committee must come from three different countries. One Select Committee member will be appointed as the employee representative chairperson.
2. The Select Committee will coordinate and agree with the Secretary the following:
 - a. Dates, time and venue of meetings
 - b. Experts and their costs
 - c. Training requirements
 - d. EWC agenda
 - e. Agree minutes and Communiqué
 - f. The necessity for and attendance at extra ordinary meetings
 - g. Agree costs
 - h. Review the size of the EWC
 - i. Participate in resolving disputes

7. OPERATION OF THE ANNUAL FORUM MEETING

1. The EWC shall meet once a year. The meetings will normally be held as soon as possible after the publication of RR DONNELLEY's annual results. For the first three years of the life of the Forum the meeting will be scheduled during Q2. Thereafter, the Select Committee and Central Management will discuss and agree the most appropriate date in the light of experience.
2. Forum meetings will ordinarily last for one day and will be presided over by a senior European executive of RR DONNELLEY in conjunction with the EWC employee chairperson.
3. The Forum Secretary, following agreement with the Select Committee, will advise employee representatives of the dates and location of Forum meetings and will circulate an agenda at least two weeks prior to the annual meeting.
4. Forum meetings will be conducted in English, which is the official working language of RR DONNELLEY. The agenda and minutes will be produced in English and translated into EU and EEA languages where RR DONNELLEY has sites. To ensure as far as possible that there is meaningful dialogue and a full exchange of views at the meetings simultaneous interpretation facilities will be made available in as many official EU and EEA languages as are requested by the employee representatives.

5. Immediately following Forum meetings, the Forum Secretary will prepare a brief communiqué on the discussions at the meeting. The communiqué will be agreed with the select committee. This communiqué will then be electronically circulated within RR DONNELLEY within a week following a Forum meeting.
6. The minutes of Forum meetings will be prepared by the Forum Secretary and will be agreed with the select committee. The minutes will then be distributed to employee representatives normally within one month of Forum meetings.
7. Employee representatives will use established national arrangements for reporting back to those they represent.

8. EMPLOYEE REPRESENTATIVES PRE-MEETING

1. The employee representatives will hold a pre-meeting on the day immediately preceding EWC meetings. This meeting will begin at such a time as to enable the employees to travel on the morning of the meeting.
2. Employee representative pre-meetings will be provided with the same facilities, including simultaneous interpretation, as are available at the annual Forum meeting.
3. Employees will travel during their normal working hours to the meeting venue on the day before the pre-meeting.
4. An employee debriefing meeting will take place at the conclusion of the meeting with central management.

9. EXTRAORDINARY MEETINGS

1. Ordinarily, the company will use established national procedures for information and consultation purposes during the course of the year. In exceptional circumstances, where an issue potentially substantially adversely affects employee interests in the company as a whole, or in two or more countries covered by this agreement, the company will liaise with the members of the Steering Group and inform them of the situation. To be defined as an exceptional circumstance the issue must potentially affect a majority of countries or employees or at least 150 employees in each of at least two different EU Member States. Following consultations with the Steering Group the company will then determine whether to call an extraordinary meeting. Attendance at any extraordinary meeting will involve members of the Steering Group and employee representatives from the countries directly affected by the proposal, or the full membership of the EWC if appropriate.
2. **Information, in exceptional circumstances** - means transmission of data by the company to the employees' representatives in order to enable them to acquaint themselves with the subject matter and to examine it. Information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and where appropriate prepare consultations. Such information will cover:
 - a. The reasons for the exceptional circumstances;
 - b. The countries/operations impacted by the exceptional circumstances;
 - c. The number of employees involved; and
 - d. The timescale envisaged.
3. **Consultation** - means the establishment of dialogue and exchange of views between employees' representatives and the company at such time, in such fashion and with

such content as enables employees' representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of management to take final decisions, which may be taken in to account by the company. In each individual set of circumstances management will discuss with the employees' representatives how their opinion will be conveyed to management. Normally, the employees' representatives should be in a position to offer an opinion to management within 15 days of receipt of the information. Central Management and the Select Committee may agree to extend this time period if necessary. Where the employees' representatives do offer an opinion then management will consider it and give a reasoned reply to that opinion. Management's response will be conveyed in writing to the employees' representatives and will bring the consultation to a close.

10. EXPERT

1. The Employee representatives may where necessary to assist them in the performance of their roles as employee representatives on the EWC use the services of expert advisers. These expert advisers may be permanent. Such advisers will attend the employees' representatives' pre-meetings, EWC meetings and extraordinary meetings and work with the employee representative. The company will cover the costs of one such expert at any given time.
2. The expert advisers may not work on the EWC, or advise on business strategy, of a business competitor of RR DONNELLEY. Expert advisors will sign up to confidentiality agreement similar to that signed by the employees' representatives.

11. PROTECTION OF EMPLOYEE REPRESENTATIVES

1. RR Donnelley is committed to ensuring equal employment opportunity and fair treatment for employees commencing with hiring and continuing with all aspects of the employment relationship, including benefits, facilities and employee activities. We will not discriminate in any employment decision because of race, religion, colour, national origin, sex, gender identity or expression, age, disability, perceived disability, sexual orientation, or genetic information, or on the basis of any other status protected by European or national laws. Employee representatives and their substitutes in the exercise of their function under this Agreement are entitled to the same protection and guarantees provided for employee representatives by the national legislation in their country of employment subject to the overriding protection that they shall suffer no advantage or disadvantage through their active or former membership of the EWC.

12. CONFIDENTIALITY

1. The parties are agreed that the Forum shall operate in an environment which encourages the free exchange of views and opinions between the parties. In order to support this all employee representatives attending Forum meetings agree not be misuse or divulge confidential information. This obligation continues after the conclusion, for whatever reasons, of employee representatives' terms of office or employment, for as long as the information remains confidential, Any proven breach of this provision will lead to the individual employee representative being excluded from any further participation in Forum meetings and will be viewed as a serious offence and dealt with in accordance with national and/or local laws and procedures in the representative's country of employment.
2. It is accepted that RR DONNELLEY has no obligation to release price sensitive or other confidential information which RR DONNELLEY believes is of such a nature that its release would harm the functioning of RR DONNELLEY, or be prejudicial to it, or is in contravention

of any national law or regulations where it has operations. This includes statutory or regulatory rules, including stock exchange rules, on disclosure of information applying to RR DONNELLEY in whatever jurisdiction it carries on business.

3. RR DONNELLEY will provide an explanation why such information must remain confidential based on objective criteria. The Select Committee may challenge management decisions in respect of confidential information through the procedures provided for in English law.
4. Any experts selected by the employee representatives to advise them on certain topics to be considered by the Forum must first agree to be bound by all the terms of this Agreement
5. Any expert will confirm in writing that he/she does not also advise business competitors of RR DONNELLEY, or work on their EWC, before he/she can advise the employee representatives on the RR DONNELLEY EWC.. RR DONNELLEY will provide a list of those business competitors to the employee representative co-ordinators. This does not exclude trade union officials who are solely involved in collective bargaining with competitor companies from involvement in the EWC as expert advisers.

13. ADMINISTRATION

1. The operating expenses for EWC meetings will be borne by RR DONNELLEY.
2. Employee representatives will be released from duty, with normal pay, to attend Forum meetings. Appropriate arrangements for time off and travel shall be made in advance by employee representatives with local management in accordance with their employing company rules.
3. RR DONNELLEY will bear the cost of employee representatives for travel, accommodation, translation and interpretation at meetings, pre-meetings with employee representatives and any other agreed meetings. In addition by prior agreement and where necessary, the cost of one expert adviser to the employee representatives will be met.
4. The EWC is recognised as the legal representatives of the company's EU workforce in respect of the right stemming from EU Directive 2009/38/EC

14. DURATION OF AGREEMENT

1. This Agreement is intended to continue on a 5 year rolling basis.
2. If the parties to this Agreement deem it necessary, this Agreement may be amended by mutual consent of the parties during the lifetime of this Agreement, such amendments being adopted as operating practices. The employee representatives' consent shall be deemed to be validly given following a 2/3rd majority of those eligible to vote.
3. Should any clause or appendix to this Agreement prove to be invalid for whatever reason, it shall not affect the validity of this Agreement in total. Such invalid part shall be treated as separate from this Agreement and may be updated/amended without affecting the whole of this Agreement.
4. In the final year of the life of the EWC the parties will either:
 - a. Confirm that this Agreement shall continue for a further 4 year term, or;
 - b. Either RR DONNELLEY or the employee representatives, following a 2/3rd majority of those eligible to vote, may give 6 months' written notice of intent to withdraw from this Agreement.

5. Discussions on the renewal of/amendment to this Agreement will be conducted and the outcome of any such discussions will be subject to the approval of both management and to a majority vote of the employee representatives on the Forum.
6. If no agreement can be reached within 6 months of the notice to terminate, then the procedures as set out in Directive 2009/38/EC, as transposed into UK law, law will apply.
7. The employees representatives elected onto the Forum created by this Agreement will be solely competent to ratify the renewal of this Agreement with RR DONNELLEY.

15. LEGAL STATUS AND DISPUTE RESOLUTION

1. This Agreement is negotiated under Article 6 of Council Directive 94/45/EC and is to be governed and construed according to the UK transposition of that Directive (The Transnational Information and Consultation of Employees Regulations 1999).
2. The provisions of Directive 2009/38/EC will apply fully to this agreement once the Directive has been transposed into UK law.
3. The parties are agreed that they will work together to ensure that any disputes or misunderstandings that arise in the meaning and operation of this Agreement shall be resolved within the internal mechanisms of the Forum itself.
4. Where necessary, and following detailed and careful consideration by the Forum such consideration lasting no more than 4 months, the parties will by agreement appoint a third party to assist the parties in resolving any dispute. In making any recommendations for resolution such third party must not substitute their own judgement for the terms of this Agreement.
5. In the event of the failure of this internal mechanism to resolve the dispute then the central management or the employee representatives or the select committee will submit the dispute to be resolved pursuant to the laws (and the exclusive jurisdiction of the courts) of the UK.
6. The English text of this Agreement is the binding text.

The signatories of this Agreement hereby confirm that they are fully authorised to agree the terms of this Agreement.

Mark Brothers

Lorraine Findlay

Andy Howley

Steve Sibbald