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# AMAZON EUROPEAN WORKS COUNCIL AGREEMENT

hereinafter referred to as the "Agreement" -

between

The **Special Negotiating Body** established for and within the Amazon group of companies operating in the European Economic Area (EEA) and the United Kingdom (UK)<sup>1</sup> (hereinafter referred to as "**Amazon**"),

- hereinafter referred to as "SNB" -

and

the **Central Management of Amazon** as designated for the purpose of negotiating this Amazon European Works Council Agreement and representing Amazon within the Amazon European Works Council (hereinafter referred to as the "**Amazon EWC**"),

- hereinafter referred to as "CMR" -

#### PREAMBLE

This Agreement defines the scope, role, composition, membership and operation of the Amazon EWC.

The Amazon EWC is a joint forum, composed of employee representatives (hereinafter referred to as the "**Employee Representatives**") and the CMR, jointly forming the Amazon EWC.

#### 1. Scope of the Amazon EWC

- 1.1 This Agreement applies to all employees of Amazon in member states of the EEA.
- 1.2 Through the negotiations, the parties have agreed that:
  - Regardless of the fact that the UK is no longer a member state of the EU nor of the EEA, and of the fact that the EU EWC Directive is no longer applicable to employees in the UK, this Agreement voluntarily includes Amazon employees located in the UK; for the purpose of defining the scope of the Amazon EWC, the term "EEA" therefore also includes the UK.
  - The Amazon EWC will focus on the Amazon "Operations" lines of business (hereinafter called "Amazon Operations"), which currently include the following lines of business: (1) Customer Fulfillment (CF), (2) Customer Service (CS), (3) Amazon Transportation Services (ATS), (4) Amazon Logistics (AMZL) and (5) Global Specialty Fulfillment including AMXL (GSF). CMR will inform the Amazon EWC of any future changes or additions to this list of lines of businesses that are considered part of Amazon Operations; any such change or addition will be captured in an Appendix to this Agreement. Amazon Operations will be subject to the full Information and Consultation provisions as defined in this Agreement. Other lines of business that may exist at Amazon within the scope of this Agreement will be subject to Information only as described in Section 1.8 below.

At the time the Special Negotiation Body was established in 2018, the United Kingdom was a member state of the European Union and part of the EEA. The Special Negotiation Body and Amazon Central Management have agreed by way of SNB-CMR-Resolution nº1 dated February 6, 2019, to keep the members of the United Kingdom in the SNB regardless of BREXIT beyond 31 December 2020 for the purpose of negotiating the Amazon European Works Council Agreement

- 1.3 Subject to the Subsections below, the competence of the Amazon EWC relates to cross-border Information and Consultation concerning strategic, transnational economic or social issues that significantly affect employees of Amazon in the EEA as a whole, or no less than in two Amazon sites located in two or more member states of the EEA. To be of such significance, an issue must affect at least 5% of all Amazon employees in the EEA and no less than 7% of Amazon employees in two or more member states of the EEA.
- 1.4 "*Information*" as organized below allows the transmission of relevant written and verbal data by the CMR to the Amazon EWC in order to enable them to acquaint themselves with the subject matter and to examine it. This Information will be given at such a time, in such fashion and with such content as are appropriate to enable the Amazon EWC to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for Consultations.
- 1.5 "*Consultation*" as organized below allows the exchange of views and establishment of dialogue between the Amazon EWC and the CMR at such a time, in such fashion and with such content as to enable the Amazon EWC 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 CMR and within reasonable time.
- 1.6 The Information to and Consultation with the Amazon EWC within the scope defined in this Agreement will include the following:
  - the structure of the undertaking or group of undertakings;
  - substantial changes with regard to ownership of the undertaking or group of undertakings;
  - the economic, financial and social situation;
  - the probable evolution of activities, production and sales;
  - the situation and probable evolution of employment;
  - the main diversity, equality and inclusion (DEI) initiatives and trends;
  - substantial changes in the organisation;
  - the introduction of new working methods, production or safety processes;
  - transfers of production and relocations;
  - reduction of the size or closures of establishments, undertakings or significant parts thereof;
  - collective redundancies.
- 1.7 The Consultation described above shall be conducted in such a way that the members of the Amazon EWC can obtain from CMR, during EWC meetings or within a reasonable time afterwards, a motivated response to the opinion they might express.
- 1.8 Additionally, and beyond the scope of Amazon Operations defined in Sec. 1.2 above, CMR will inform but not consult the Amazon EWC concerning the Amazon lines of business other than Amazon Operations at the Annual Meeting; that Information will exclusively address the probable evolution of the business and employment, consolidated at EEA level, including any transnational collective redundancies, if any foreseen, at the time by when that Information will be disclosed to the Amazon EWC.

#### 2. Composition of the Amazon EWC

- 2.1 The Amazon employees of each country in scope of this Agreement and in which Amazon employs at least 1,000 employees shall be represented on the Amazon EWC by one Employee Representative, who works for an Amazon Operations line of business in the country they represent.
- 2.2 Each country in scope of this Agreement where Amazon has more than 2.5% of the total Amazon headcount within the scope of this Agreement shall be represented on the Amazon EWC by one additional Employee Representative, who works for an Amazon Operations line of business in the country they represent.
- 2.3 Additional Employee Representatives from Amazon Operations will be allocated according to the following thresholds:
  - Country representing 5% to 10% of the total Amazon headcount within the scope of this Agreement:
  - Country representing 10% to 15% of the total Amazon headcount within the scope of this Agreement:
  - Country representing 15% to 25% of the total Amazon headcount within the scope of this Agreement:
  - Country representing more than 25% of the total Amazon headcount within the scope of this Agreement: +4

- ;
- +3 members; +4 members.

- 2.4 In order to keep the Amazon EWC a well-functioning and balanced body, no country may have more than 6 (six) Employee Representatives in total, and the number of Employee Representatives within the Amazon EWC should not exceed a total of 35 (thirty-five). In the event that changes or growth in Amazon would result in the number of Employee Representatives exceeding 35, each threshold mentioned in Section 2.3 above will be reviewed in order to keep the total number of Employee Representatives of the Amazon EWC capped at 35.
- 2.5 The Parties agree that, for the initial term of the Amazon EWC, each full member of the SNB at the time of execution of this Agreement will automatically become an Employee Representative of the Amazon EWC. The remaining number of Employee Representatives of the Amazon EWC for its initial term, and the full number of Employee Representatives of any future term, will be elected pursuant to the statutory election rules of each country in scope of this Agreement, for a term of 4 (four) years. In the absence of such statutory election rules, the Employee Representatives will be elected for information and consultation purpose in this country.
- 2.6 For each full Employee Representative of the Amazon EWC, one substitute will be elected according to the rules and principles set forth in this Section 2 (hereinafter referred to as "the Substitute"). When a full Employee Representative cannot join an Amazon EWC Meeting or otherwise exercise their duty as Employee Representative of the Amazon EWC, the Substitute will be involved in Amazon EWC related activity on behalf of the full Employee Representative, including relevant Amazon EWC meetings, if any, provided that travel arrangements can be made on time in line with applicable Amazon travel policy.
- 2.7 The composition of the group of Employee Representatives within the Amazon EWC shall reflect Amazon's endeavour to assure gender balance. A list of the countries and the number of Employee Representatives that compose the initial Amazon EWC is attached for information as <u>Appendix 1</u>. That list will be updated ahead of each term of the Amazon EWC mandate, meaning that new countries will be covered at the time of each renewal of the Amazon EWC term.
- 2.8 The term of office of each Employee Representative on the Amazon EWC shall be 4 (four) years, provided that the Employee Representative remains employed within Amazon Operations during that entire period. The appointment shall end prematurely if the Employee Representative's employment with Amazon Operations comes to an end, for whatever reason, during the term of office.
- 2.9 The rights and duties of the Employee Representatives, unless otherwise stipulated by this Agreement, shall be governed by the rules or customs applicable in their respective countries of employment. Employee Representatives of the Amazon EWC will not enjoy any privileges nor suffer any disadvantage as a consequence of their election as Employee Representatives on the Amazon EWC; exercising proper duties as an Employee Representative or Substitute, as outlined in this Agreement, will not affect performance appraisals and future career development in any way. The time spent in attendance of meetings of the Amazon EWC (including travel time) shall be remunerated as working time in accordance with their working schedule; if such time falls partly or fully on a work-free day or time-off period, compensatory time off will be granted accordingly within 14 days of attendance unless otherwise agreed. Additionally, each Employee Representative is entitled to 24 paid hours per year outside of any Amazon EWC-related meetings to dedicate to work as an Employee Representative of the Amazon EWC.
- 2.10 The Employee Representatives on the Amazon EWC shall elect a Chairperson from the Select Committee members to chair meetings of the Employee Representatives on their own and to act on behalf of the group of Employee Representatives (hereinafter referred to as "Chairperson of the Employee Representatives").
- 2.11 In the event that the employment of an Employee Representative terminates or they give or are given notice to terminate their employment, their status as Employee Representative of the Amazon EWC shall cease on that given date or at an earlier date, if so agreed between the Employee Representative and the Substitute. The Substitute of the same country will stand in for the entire remaining term of the departing Employee Representative on the Amazon EWC. A new Substitute will be designated for the remaining term if the term goes beyond 12 months, based on the latest election results.
- 2.12 Unless provided otherwise in this Agreement or by mandatory law, the Employee Representatives on the Amazon EWC shall take their decisions by a majority vote of its members (including any Substitutes) present at the meeting.

#### 3. Select Committee

- 3.1 The Employee Representatives shall elect among them a select committee, comprising no more than 7 (seven) members, who will be entitled to act on behalf of the group of Employee Representatives within the Amazon EWC between Regular Meetings (hereinafter referred to as the "Select Committee").
- 3.2 The election process per secret ballot for the members of the Select Committee within the group of Employee Representatives shall take place during the first Annual Meeting of the Amazon EWC. Candidates receiving the highest number of all votes shall be elected. In the event of a tie, there shall be a second round of voting to choose among the candidates with the same number of votes. There shall be no more than 2 (two) Employee Representative as members of the Select Committee per one country represented within the scope of the Amazon EWC, and the Select Committee shall reflect the diverse nature of Amazon's workforce across the EEA.
- 3.3 The role of the Select Committee is to act on behalf of the group of Employee Representatives within the Amazon EWC between Regular Meetings.
- 3.4 In order to perform their duties as Select Committee members, each Select Committee member will in addition to time spent on Amazon EWC-related meetings set up by CMR (including Annual Meetings, other Regular Meetings, Exceptional Meetings) be entitled to up to 48 paid hours (i.e. a total of 72 hours, see Sec. 2.9) per calendar year. Those permitted hours will be paid at their applicable contractual rate.
- 3.5 The Select Committee may request to meet with the CMR up to two additional times between Regular Meetings. Those meetings will take place remotely and be conducted in English; simultaneous translation will be provided by CMR upon request and to the extent necessary. At the end of each meeting, the CMR will confirm the outcomes of the meeting by e-mail to the Select Committee within a maximum of 10 (ten) workings days
- 3.6 The Select Committee and CMR will discuss annually the date, time and venue of the Annual Meeting of the Amazon EWC, which should be scheduled within a reasonable period after the release of full-year and mid-year annual financial results of the Company; on any request for the Expert including the nature and costs of their work; on training requirements for the Employee Representatives; on any obstacles to Employee Representatives attending meetings of the Amazon EWC; on issues that inhibit this Agreement from working effectively; and on the need for attendance at any Exceptional Meetings in scope of this Agreement.
- 3.7 In accordance with applicable policies and legal requirements, Amazon will cover or reimburse all reasonable costs associated with the functioning of the Amazon EWC as explicitly described within this Agreement, including travel, meals, accommodation and the professional fees of one Expert, to be agreed upon in advance with CMR.

#### 4. Experts

- 4.1 The Amazon EWC may be assisted in its meetings by one expert of the Employee Representatives' choice (hereinafter referred to as the "Expert").
- 4.2 The Expert supporting the Employee Representatives for the purpose of the Amazon EWC should reside, have permission to work in one of the EU countries, and be knowledgeable about European Works Councils. The Expert will be selected and nominated by the Select Committee, subject to ratification by majority vote of all Employee Representatives.
- 4.3 The Expert shall not disclose outside the authorized members of the Amazon EWC any information that the Expert will be exposed to about the Amazon EWC; in this respect the Expert will be requested to execute a non-disclosure agreement ("NDA"); CMR will make the support of any Expert contingent upon the proper execution of that NDA (see <u>Appendix 2</u> for information).
- 4.4 Expert related costs will be limited to covering reasonable expenses directly incurred by virtue of the Expert's participation at a meeting of the Amazon EWC, including travel, as well as preparatory work required for that meeting, together up to a maximum of 15 (fifteen) full days invoiced per calendar year. An appropriate commercial rate will be discussed and agreed between CMR and the Expert.

#### 5. Regular Meetings

- 5.1 The Amazon EWC will meet once a calendar year for its annual meeting (hereinafter referred to as the "Annual Meeting") and, upon request by the Employee Representatives, for one other plenary meeting within the same calendar year (the Annual Meeting and the additional plenary meeting are jointly referred to as "Regular Meetings" in this Agreement).
- 5.2 Regular Meetings will consist of a joint meeting of CMR and Employee Representatives ("Joint Meeting"), a preparatory meeting of all Employee Representatives (half day before the Joint Meeting, "Preparatory Meeting") and a de-briefing meeting (half day after the Joint Meeting, "De-Brief"). The CMR will not take part in the Preparatory Meeting and the De-Brief.
- 5.3 Regular Meetings will last for 3 (three) working days including travel time each, but not including meeting time of the Select Committee. Local management of Employee Representatives shall be informed accordingly.
- 5.4 The CMR shall circulate the invitation to a Joint Meeting, showing the place and date of that Joint Meeting, no less than 8 (eight) weeks before Regular Meetings. The agenda will be circulated as much in advance as possible, in any event no later than 3 (three) weeks prior to each Regular Meeting. A list of standard Information CMR will share with the Amazon EWC in Joint Meetings is attached as <u>Appendix 3</u> to this Agreement for information.
- 5.5 CMR will circulate the presentations and any supporting documents for the agenda topics of the Joint Meeting in English language no less than 1 (one) week in advance. Such documents will also be provided translated into all languages represented in the Amazon EWC, as needed, at the Joint Meeting.
- 5.6 To assure effective meetings of the Amazon EWC, simultaneous interpretation will be provided during Regular Meetings to the Employee Representatives with insufficient proficiency of the English language.
- 5.7 If the Employee Representatives wish to offer an opinion to the CMR, they will do so during the Joint Meeting or within 5 (five) working days after the Regular Meeting. The Chairperson of the Employee Representatives will be the authorized person entitled to issue the opinion on behalf of the group of Employee Representatives, and CMR will respond to this opinion during the Joint Meeting or within 5 (five) working days after receipt of the opinion.
- 5.8 CMR will provide summary minutes of the Joint Meeting and share with the Chairperson of the Employee Representatives within 4 (four) weeks of the meeting.
- 5.9 The Select Committee and CMR will prepare the joint communication summarizing the main points of the Joint Meeting (hereinafter referred to as the "Joint Communiqué") at the end of each Regular Meeting. The Joint Communiqué will be in English and circulated to the Employee Representatives, to local management and the relevant local employee representative bodies. The Joint Communiqué will be issued no later than 3 (three) working days after the end of the Regular Meeting. The Joint Communiqué is intended to be a short, fact-based written document, summarizing the main topics discussed during the Joint Meeting. When CMR and the Employee Representatives disagree on how to report any given topic from the Joint Meeting, only the disagreement to report it should be mentioned in the Joint Communiqué. Furthermore, the Joint Communiqué cannot include nor refer to Information that has been presented as "confidential" by CMR. As much as needed, CMR will afterwards look after the translation of the Joint Communiqué into all languages represented in the Amazon EWC, to make it accessible to local management and the relevant local employee representative bodies.
- 5.10 Following the Regular Meeting, the Chairperson of the Employee Representatives and CMR will collectively agree on the draft minutes of the Joint Meeting prior to wider circulation towards all Employee Representatives. CMR will arrange for minutes in English language to be taken by a 3<sup>rd</sup> party provider at CMR's cost; CMR and the Chairperson will review the minutes before sharing them with the Amazon EWC.
- 5.11 The Employee Representatives will be released from work with full pay in order to attend and to travel to and from Regular Meetings and, if applicable, Select Committee meetings. The Employee Representatives will be required to arrange in advance for time-off and travel with the local management, in accordance with national laws, practices and applicable policies. CMR will work with Country Management to allow Employee Representatives or their Substitutes to perform their duties stipulated by this Agreement.

5.12 All communication between CMR and the Employee Representatives, including sharing documentation, for the purpose of Amazon EWC and Select Committee duties will be performed using a secured IT solution provided by Amazon; that communication will not require additional wet signature.

#### 6. Exceptional Meetings

- 6.1 When a management decision affects the employees' interests of Amazon to a significant extent within the framework of the competence of the Amazon EWC, particularly in the event of relocations, closure of sites, or collective redundancies/mass lay-offs (hereinafter referred to as "Exceptional Circumstances"), the Select Committee has the right to be informed of and consulted on such Exceptional Circumstances. To qualify of such significance, an Exceptional Circumstance must affect no less than 5% of all Amazon employees in scope of this Agreement and 7% in no less than 2 (two) countries in scope of this Agreement within a period of 90 (ninety) days. Typical Amazon seasonal variation in volume and related labor demand (e.g. "Peak in Quarter 4 of each calendar year", "Prime Day" and similar special events) will not be considered to be significant.
- 6.2 When Exceptional Circumstances potentially arise, the Select Committee and CMR shall discuss the need for an exceptional meeting (hereinafter referred to as the "Exceptional Meeting"). For that purpose, CMR will provide the Select Committee with the following information related to the project or indicate why CMR deems the project not to satisfy the requirements of Exceptional Circumstances. Transmission of information will normally take up to a maximum of 5 (five) working days, unless otherwise agreed, and include information about:
  - the description of the project;
  - the timeframe of the project;
  - the geographical scope within the Amazon EWC perimeter;
  - the anticipated impact towards Amazon employees;
  - the implementation plan (high-level roadmap);
  - the expected implementation timeline and information and consultation timeline at EU and local level.

Where applicable, CMR will also include a brief description of the alternatives that have been explored, if any, and an explanation for discarding them.

- 6.3 If an Exceptional Meeting is needed, CMR will invite for an Exceptional Meeting within reasonable time of up to a maximum of 30 (thirty) business days, but no less than 20 (twenty) days from the transmission of the related information set forth in Sec. 6.2 above.
- 6.4 The Exceptional Meeting will take place either virtually or physically, if and when appropriate, shall not exceed one full day (plus additional travel time in case of a physical meeting as needed), and will
  - involve members of the Select Committee plus Employee Representatives of the countries directly affected by the Exceptional Circumstances if less than 20% of the total Amazon Operations headcount within the scope of this Agreement is affected by the Exceptional Circumstances;
  - involve all Amazon EWC members if more than 20% of the total Amazon Operations headcount within the scope of this Agreement is affected by the Exceptional Circumstances;
- 6.5 If an opinion is issued during the Exceptional Meeting or within a period of 5 (five) working days after the Exceptional Meeting, CMR will respond in writing within 5 (five) working days after receipt of the opinion. If no opinion is received within 5 (five) working days after the Exceptional Meeting, the Consultation will be considered completed for the scope of the Amazon EWC without prejudice to any consultation process that may need to be conducted concurrently at country level, as per local legislation.
- 6.6 When Exceptional Circumstances arise, the Amazon EWC Consultation process will run concurrently with local information and consultation processes, which might be initiated before or after the Amazon EWC Information and Consultation process. Local information and consultation processes will follow the procedures set out by the respective applicable local laws. The Information and Consultation for the purposes of the Amazon EWC will follow the procedures stipulated in this Agreement; in particular the provisions of Sec. 5 above will apply respectively as to the form and structure of the Exceptional Meeting.

## 7. Confidentiality

- 7.1 Both parties agree that open communication is essential, so CMR shall disclose Information to the Employee Representatives in order to facilitate the Information and Consultation process of the Amazon EWC. CMR will notify the Employee Representatives whether Information is considered confidential Information, the reason why any Information is considered confidential Information and the period for which Information will remain confidential Information. The confidentiality obligation will expire when the information concerned has been published by the company at the latest.
- 7.2 The Employee Representatives and any appointed Expert must not misuse, leak or reveal confidential Information expressly provided to them as part of the Amazon EWC as individuals or as a body. It continues after the conclusion of their term of office or employment with Amazon, and for the period for which the Information remains confidential.
- 7.3 Any proven breach of confidentiality obligations will result in the individual(s) being excluded from any further participation in meetings of the Amazon EWC; it may be viewed as a serious offence to be dealt with in accordance with national laws and company procedures in the individual's country of employment.
- 7.4 The confidentiality obligations will not apply to the relationship and interaction of any Amazon EWC member with appointed Experts or interpreters, to the extent that exchange of confidential Information is needed for the Experts and interpreters to exercise their duties within the scope of this Agreement; this does not affect their own confidentiality obligations as Experts and interpreters.
- 7.5 CMR will not provide confidential Information that would seriously harm the functioning of any company or line of business of the Amazon group of companies, notably Information relating to statutory rules, regulatory rules and stock exchange rules.

### 8. Training

- 8.1 Training shall be provided to Employee Representatives to pursue their duties as members of the Amazon EWC. A full 1 (one) day training on European Works Council will be held within 1 (one) year of the effective date of this Agreement and once per term of Amazon EWC in order to familiarize the Employee Representatives with the work of the Amazon EWC. This training will include a presentation of the Company, the legal framework of the Amazon EWC as well as a deep-dive into the provisions of this Agreement. The training will coincide with the first Annual Meeting of the Amazon EWC to minimize additional costs, and will be delivered by the Expert appointed by the Employee Representatives, supported as much as needed by skilled Amazon staff. The training will conclude in a joint session of 2 (two) hours at the end of that day together with CMR.
- 8.2 The Select Committee can request up to a maximum of 4 (four) days of training per term for each Amazon EWC member. Such additional training requirements should be approved by CMR subject to relevance and cost before any action can be taken and costs incurred.
- 8.3 Upon request, Amazon will provide access to conversational English language training for EWC members.

#### 9. Duration, Termination and Amendment of this Agreement

- 9.1 This Agreement will enter into force on 1 July 2022. It will continue to run indefinitely until it is terminated by either party upon 1 (one) year's notice or to the extent that both parties agree the need to revise it.
- 9.2 Two thirds of the group of all Employee Representatives of the Amazon EWC may jointly decide to terminate this Agreement. Any such Notice must be duly signed by the said Employee Representatives.
- 9.3 CMR may equally decide to terminate this Agreement. Notice must be given to the Amazon EWC by registered mail duly signed by an authorized CMR representative.
- 9.4 Any such notice pursuant to Sections 9.1 to 9.3 must be given in written form and served by registered mail. The Amazon EWC will continue to exist during the applicable notice period.
- 9.5 Where notice of termination is given, negotiations will take place to agree on a new Amazon European Works Council Agreement with a Special Negotiating Body constituted in accordance with the rules stipulated by the law applicable

to this Agreement. In the event that no new Amazon European Works Council Agreement is reached within the framework provided by the law applicable to this Agreement, the subsidiary requirements will take effect.

- 9.6 This Agreement may be amended in writing by written agreement between the parties at any time during the lifetime of this Agreement. The discussions will be held between CMR and the Select Committee and any recommended amendment will be subject to the approval of both CMR and a majority vote of the Employee Representatives. CMR and the Employee Representatives will make sure the amended provisions clarify any necessary transitional requirements.
- 9.7 Where Amazon or any other company of the Amazon group of companies operating in the EEA acquires or merges with another company or parts of another company that has its own or is part of another European Works Council, this Amazon EWC shall prevail. Unless decided otherwise by CMR and Select Committee, employees of that other company who fall within the scope of this Agreement pursuant to Sec. 1 above will (i) be included in and represented by this Amazon EWC and (ii) be entitled to appoint Employee Representatives to this Amazon EWC, in both cases with effect as of the next term of this Amazon EWC.

#### 10. Governing Language and Law

- 10.1 The official language of the Amazon EWC will be English, and the English version of any documents, including this Agreement, subsequently translated will be the prevailing version over any courtesy translations into other applicable EU languages.
- 10.2 This Agreement and the Amazon EWC will be subject to the laws of the Republic of Ireland. Any legal dispute, including litigation, shall be brought at first instance to the competent judiciary body in the Republic of Ireland, unless otherwise settled in accordance with Section 11 below.

#### **11. Dispute Resolution**

- 11.1 CMR and the Select Committee will attempt to resolve any dispute arising from this Agreement in good faith.
- 11.2 In the event that a dispute cannot be resolved internally and in good faith pursuant to Subsection 11.1 above, the following dispute resolution procedure will apply within four weeks following the failure to resolve the dispute internally:
  - Any issue of interpretation or any alleged violation of the provisions of this Agreement will be subject to conciliation by a panel of three conciliators selected from the lists attached for information on **Appendix 4**.
  - The CMR shall appoint one conciliator and the Employee Representatives shall appoint the second conciliator. Both nominations will occur no later than 1 (one) week after the complainant has addressed a written motivated notification to the other party. The two conciliators will be joined by a third conciliator jointly agreed by the parties.
  - The conciliation panel will make recommendations by a majority of votes and submit any recommendations to the Amazon EWC within a 2 (two) weeks period.
  - If one or both parties deem the conciliation recommendation unacceptable or if one of the parties obstructs the conciliation panel's work at any stage of the conciliation process, the party may initiate court action.
- 11.3 The parties agree that in any court action, the findings and recommendations of the conciliation panel will be admitted as evidence.

Dublin, this 11 May 2022

**Gianpaolo Meloni** Chairman of the SNB of Amazon Armin Cossmann Chairman of the CMR of Amazon