



**EUROPEAN WORKS COUNCIL (EWC)**

**AGREEMENT**

## CONTENTS

Clause		Page
0.	PREAMBLE	3
1.	DEFINITIONS	4
2.	STRUCTURE AND ROLES	5
3.	SCOPE	6
4.	COMPOSITION	8
5.	MEMBERSHIP	10
6.	FUNCTIONING / MEETINGS	12
7.	BUREAU	13
8.	CONFIDENTIALITY	14
9.	EXPERTS	15
10.	TIME OFF AND FACILITES	16
11.	TRAINING	18
12.	COSTS	19
13.	STATUS	20
14.	DURATION OF AGREEMENT	21

## 0. PREAMBLE

0. 1. The British Airways Group and employee representatives recognise the value of information and consultation of its employees and the importance of working together in the spirit of co-operation to ensure the future success of the company. To this end, both parties recognise the need to share information and have constructive dialogue about the activities of the group.

0.2. This is without prejudice to the recognised information and consultation structures existing at national level, which this Agreement is intended to complement. Both parties recognise the need to develop dialogue and mutual understanding between management and employees on the transnational aspects of the Group, and the purpose of this Agreement is to enable issues of a transnational nature to be addressed at a European level.

0.3. The employee representatives and the company representatives agree this renewed British Airways European Works Council (BA EWC) Agreement for information and consultation within the definitions and under the scope of Article 13 of the EC Directive EU 94/45/EC of 22 September 1994. This Agreement replaces the version signed on 18 September 1996.

## 1. DEFINITIONS

British Airways Group	British Airways PLC including any controlled undertaking (where it exercises a dominant influence over another undertaking by virtue of ownership, financial participation or the rules which govern it) within the definition of Article 3 of EU Council Directive 94/45/EC of 22. September 1994.
Bureau	The committee of EWC Members appointed in accordance with section 6 below.
Co-ordinator	Appointed by the two Chairpersons, this person shall act independently, and assist in the smooth preparation and functioning of the EWC.
Company Chairperson	The Chairperson designated by BA Management to chair EWC meetings jointly with the EWC Chairperson.
Consultation	Consultation means the establishment of dialogue and exchange of views between the employee representatives and the management of the BA Group, at a time, in a manner and with a content which allows the employee representatives, on the basis of information provided, to express an opinion on measures envisaged by management, which will be considered in the decision making process.
Europe/European	The member states of the EU/EEA.
European Works Council	The group of elected or appointed employee representatives.
EWC Chairperson	The Chairperson elected by the employee representatives of the European Works Council to chair EWC meetings jointly with the Company Chairperson.
Information	Information means the informing of the employee representatives by BA Management on questions which concern the BA Group or which exceed the powers of the management in a single member state at a time, in a manner and with a content which allows the employee representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultation with BA Management.
Management	If not specified the Central Management of British Airways PLC, which is the Board of Directors of British Airways Group PLC
Transnational	A subject relating to and having a potential, significant effect on the interests of the employees based in at least two States in the scope of this agreement; or a cross-border project which may result in significant impact on employees' interests.

## **2 STRUCTURE AND ROLES**

2.1 The European Works Council will be composed of BA employee representatives elected or appointed according to Article 5.4 of this agreement.

2.2 The EWC will meet at least twice a year with Central Management for the purpose of information and consultation on transnational subjects. The Management Chairperson and management team will be appointed by British Airways Group PLC.

2.3 A member of the Leadership Team will attend EWC meetings being accompanied by the European Regional Director and management representatives with responsibility for subjects on the agenda of the respective meeting. The EWC can request certain managers to attend the meetings with Central Management. If, due to circumstances beyond the control of BA, the Leadership Team representative is unable to attend, the two Chairs will agree a way forward.

2.4 The EWC will elect a Chairperson and a Deputy Chairperson from among the employee representatives. The Chairperson will coordinate the work of the EWC and prepare the agenda of EWC meetings jointly with the Company Chairperson.

2.5 Meetings of the EWC with Central Management will be chaired jointly by the Company Chairperson and the EWC Chairperson in partnership.

2.6 The EWC shall adopt its own rules of internal procedures.

### 3. SCOPE

3.1 This Agreement covers the entire employed workforce of the British Airways Group in all EU/E.E.A. countries.

3.2. The BA EWC will focus principally on the performance of British Airways in the countries covered by this Agreement. The EWC will receive from management timely information both orally and in writing with the relevant documentation. The EWC will be consulted during the conceptual/planning stages regarding the following topics where they are transnational:

- The structure of British Airways
- The economic and financial situation of British Airways
- The development of the business
- The situation and probable trend of employment
- Investments
- Substantial changes concerning organisation
- Introduction of new working methods and practices
- Transfers of Undertakings
- Change of flight schedules
- Mergers and acquisitions
- Cut backs or closures of undertakings, establishments or important parts thereof
- Collective redundancies
- Health and safety
- Equal opportunities
- Working time regulations
- Training

Further topics may be included by agreement. The complexity and commercial sensitivity of the business is recognised, and the handling of some issues may be agreed between the two Chairs.

3.4. Where there are exceptional circumstances affecting the employees' interests to a considerable extent, particularly in the event of relocations, transfers, the closure of establishments or undertakings or collective redundancies, the EWC shall have the right to be informed. The EWC or, where it so decides, in particular, for reasons of urgency, the Bureau shall have the right to meet at its request BA management, so as to be informed and consulted on measures significantly affecting employees' interests.

3.5. Where BA management decides not to act in accordance with the opinion expressed by the EWC, the EWC shall have the right to a further meeting with BA management with a view to seeking agreement.

3.6 In the case of a meeting organised with the Bureau those members of the EWC who represent employees who are directly concerned by the measures in question shall also have the right to participate.

3.7 The meetings referred to above shall not affect the prerogatives of BA management.

3.8 The BA EWC will not involve itself in matters which are solely discussed at national level through the existing consultative and negotiating procedures.

3.9 This agreement will enable the information and consultation process by allowing corporate changes to be discussed at the EWC, for example EOS. This will help to improve the efficiency of the necessary local information and consultation procedures.

3.10 The BA EWC and the company agree the importance of considering the interests of British Airways as a business and the interests of its employees.

## 4. COMPOSITION

4.1 This agreement covers the entire workforce of the British Airways Group including those who work part-time, on temporary contracts or under any other atypical employment contract.

4.2 Each country in the scope of this agreement where BA operates as a company will be represented by at least one employee representative.

4.3 Additional employee representatives will be elected or appointed on the following ratio:

- One additional mandate for each country covered by this agreement with at least 10% of the entire BA workforce;
- Two additional mandates for each country covered by this agreement with at least 20% of the entire BA workforce;
- Three additional mandates for each country covered by this agreement with at least 40% of the entire BA workforce;
- Four additional mandates for each country covered by this agreement with at least 60% of the entire BA workforce;
- Five additional mandates for each country covered by this agreement with at least 75% of the entire BA workforce;

4.4 The numbers of EWC seats at the date of this Agreement broken down by country are as follows:

- Austria: 1
- Belgium: 1
- Cyprus: 1
- Czech Republic: 1
- Denmark: 1
- Finland: 1
- France: 1
- Germany: 1
- Greece: 1
- Hungary: 1
- Ireland: 1
- Italy: 1
- Latvia: 1
- Luxembourg: 1
- Malta: 1
- Netherlands: 1
- Poland: 1
- Portugal: 1
- Slovakia: 1
- Spain : 1

- Sweden: 1
- Switzerland: 1 (determined by co-option)
- United Kingdom: 6

4.5 The numbers of Employees in each country within the scope of this Agreement are reviewed on an annual basis and the EWC shall be informed of the latest figures available.

## **5. MEMBERSHIP**

5.1 The term of office for EWC members will be a renewable period of three years to provide continuity and enhance understanding of the business.

5.2 Effort should be made to promote equal opportunities in the representation of the BA EWC.

5.3 For each EWC member there will be deputy EWC member appointed or elected in the same manner as the EWC representative. The Deputy EWC member shall replace the EWC member in his/her absence or in case the EWC representative has left the EWC. EWC Deputies shall enjoy the same rights and obligations as the EWC members.

5.4 The two Chairs will consider the prevention of undue burden on one country through having a Deputy member from another country, after reviewing the current numbers of staff.

5.5 The election of the EWC members and their EWC Deputy members will be made in accordance with the following procedures:

- Where works councils, trade unions or similar local representation systems exist, the body concerned shall appoint or elect the representative or establish the principles for the appointment or election of a representative
- Where no such body exists, national EWC members will be elected by the entire BA staff of the respective country. The EWC and management will agree with local management the principles for the appointment or election of representatives.

5.6 The two Chairpersons shall be provided with the election or appointment documentation for each country. In case of serious doubts they may request a repeat of the election or nomination process.

5.7 EWC members shall be neither favoured nor discriminated against due to their role. When exercising their function, they shall enjoy the protection provided by their respective national laws for members of an EWC, and guarantees provided for employees representatives by the national legislation and/or practice enforced in their country of employment.

5.8 Prior to a dismissal of an EWC member from their employment within British Airways, the Bureau shall be consulted to ensure their dismissal is not related to EWC membership. This shall also apply in case of a dismissal within a period of one year following the end of their membership of the EWC.

5.9 After retiring from office, EWC members shall not be discriminated against due to their previous membership of the EWC.

5.10 EWC members shall lose their office by virtue of:

- Ceasing to be an British Airways employee;
- The reduction of seats of a country due to reduction of employee numbers as stated in Article 4.3 above;
- Withdrawal of the mandate if the member is appointed by a national or local consultation employee representation body;
- Resignation of the EWC Delegate.

## **6. FUNCTIONING / MEETINGS**

6.1 The EWC will meet twice a year normally within one month of the announcement of British Airways' half-yearly and end of year results.

6.2 Prior to each EWC meeting, an article reminding people of the dates of future meetings and the contact numbers of EWC delegates of the Council will be published in the BA News/intranet.

6.3 A joint agenda will be drawn up prior to each meeting by the two Chairpersons. Suggestions for agenda topics should be forwarded to either Chairperson at least 5 weeks before the meeting. The agenda should include provisions for the minutes of the previous meeting to be agreed, and any other business. The agenda will be forwarded to the members of the EWC, management representatives and the experts at least four weeks before each meeting.

6.4 Regular BA EWC meetings will last two days. On the first day the EWC will meet at 10 a.m. On the second day the EWC will meet with British Airways Management followed by an EWC meeting held in the afternoon of the second day.

6.5 EWC members and participants are provided with a minimum of one night's accommodation at meetings. The EWC Chairperson or his/her deputy personally manage the process of nominating EWC members and participants who require a second overnight (for the night before the internal EWC meeting). The EWC Chairperson will send the final list to the Company Chairperson for approval and transmitting to the hotel. If there are any questions or issues regarding the list, this will be discussed with the EWC Chairperson. The Chairperson will exercise his/her judgment to ensure that only those who need a second night are included on the list.

6.6 Meeting facilities will be made available for the EWC and their two experts, and agreed cooptees. British Airways Management will provide for a meeting room of a sufficient size, meeting technology such as projectors and flipcharts and interpreters if needed.

6.7 The working language at EWC meetings is English. The meetings will, therefore, be conducted in English with facilities for translation being made available, if necessary.

6.8 Minutes in English will be drafted on behalf of the two Chairpersons. Any agreed amendments will be reflected in the minutes before distribution to members and participants of the EWC within two weeks after the EWC meeting.

## **7. BUREAU**

7.1. The Bureau will consist of six members of the EWC including the EWC Chairperson and the EWC Deputy Chairperson plus an equal number of deputies.

7.2. Where Bureau members are unable to attend Bureau meetings, or other meetings which they are required to attend in this capacity, they will be represented by a deputy. If a Bureau member ceases to be an EWC Delegate a deputy will assume office.

7.3. The role of the Bureau shall be as follows:

- to support the functions of the EWC between full EWC meetings;
- to agree with Management any administrative procedures involving the EWC;
- to ensure a smooth running of the EWC and keep up-to-date the legal requirements;
- to ensure that information on the work of the EWC is properly communicated to the staff;
- to come up with proposals and recommendations for consideration of the full EWC;
- to review adherence to the EWC agreement
- to formally represent the EWC outside full meetings
- to receive regular business updates from British Airways management

7.4 The Bureau will meet seven times a year at rotating locations outside the UK. The meetings of the Bureau will be convened and chaired by the EWC Chairperson. The venues of the meetings will be agreed by the two Chairpersons.

7.5 Subject to internal discussions the EWC can mandate the Bureau to be informed and consulted by Management on behalf of the entire EWC on specific subjects. This is intended to enhance the overall information and consultation rights of the EWC.

## **8.0 CONFIDENTIALITY**

8.1 In order to maximise the spirit of openness and free exchange of views, all participants/members of the BA EWC agree not to divulge any commercial and/or competitive information that is supplied to them on a confidential basis. This obligation will continue after their term of office. Any breach of this provision is viewed as a disciplinary offence and a breach of trust. Confidential information will be clearly identified, along with the duration of the confidentiality obligation.

8.2 Management is entitled not to provide any information of such nature that would seriously be prejudicial to any of the company or to any third party or contravene any stock market, securities, or other applicable requirements or any explicit or implied confidentiality obligations imposed on any company of the British Airways Group whether or not covered by this agreement.

## **9. EXPERTS**

9.1 The EWC may be assisted by two experts of its choice. The experts may attend any meeting of the EWC and its institutions including joint meetings of the EWC with British Airways Management. Only one of the two experts will be funded by British Airways.

9.2 Nomination of the experts is a matter for the employee representatives subject to budgetary agreement. A written contract for the funded expert will be set up between the expert and British Airways.

## **10. FACILITIES AND TIME OFF**

10.1. Time off without loss of pay, facilities and resources shall be provided to the employee representatives to prepare, consider or evaluate the items under discussion at any particular session of the BA EWC. Permission for time off will not unreasonably be withheld.

10.2 Attendance at any meetings or agreed training courses, seminars, etc. relevant to the functioning of the EWC will be considered to be a British Airways business trip as far as the payment of salary, time, travel and accommodation expenses are concerned.

10.3 British Airways Group PLC may decide that each British Airways Group Company shall bear the costs of travel for the EWC members employed by them, but British Airways PLC will avoid any difference in the standards granted to EWC members from different member states or companies. The EWC Chairperson will exercise his/her judgement to ensure that BA tickets are authorised in relation to the work of the EWC and the Bureau.

10.4 EWC members will be given time off from their normal duties with pay to attend the meetings or to participate in agreed training courses, seminars etc. together with the necessary travelling time. Arrangement for time off and travel must be arranged by the employee in discussion advance with their local management. This time is to enable members to fulfill their tasks, to prepare and follow-up meetings and to communicate with their constituencies.

10.5 At the beginning of each term of office the two Chairs will jointly inform the relevant local managers on the roles and obligations of the EWC members. This letter will also outline the necessary provisions of this agreement.

10.6 The above provisions will apply in addition to any time-off rights in connection with national mandates of employee representation.

10.7 Any dispute over provisions will be referred to the two Chairs for resolution.

10.8 All EWC members will have use of the following:

- Telephone and fax with an international connection.
- PC with internet and intranet access and personal BA E-mail account
- Photocopier.
- Meeting space when required.
- Secured filing space.

10.9 To enable dialogue, EWC members shall have the opportunity to visit British Airways Group sites in the country they represent, after having consulted local management beforehand. They will be given opportunities to

share information during those visits with local employees about the role and the work of the EWC.

10.10 The EWC Chairperson and the EWC Deputy Chairperson shall have the opportunity to visit British Airways Group sites in any country in the scope of this agreement, after having consulted local management beforehand.

10.11 In order to manage subjects falling within its scope, the EWC may decide on occasions to create a working group from among its members chaired by a member of the Bureau. Establishing a working group, composition and its outputs will be determined by the EWC Chairperson, in consultation with the Company Chairperson.

## 11 TRAINING

11.1 The importance of training and development of EWC members is recognised. A training needs analysis (TNA) would be conducted jointly on an annual basis to ensure that any training relevant for the EWC member role is provided, to enable representatives to feel confident and competent to contribute effectively at meetings. The results of the TNA will be presented to the group and any required training will be a matter for agreement between the two Chairpersons. All members of the EWC (staff/management) will be included in the TNA and where appropriate involved in the training.

## **12. COSTS**

12.1 All costs related to the EWC and its institutions shall be borne by British Airways PLC. This particularly includes, but is not limited to, costs for meetings of the EWC and its institutions (e.g. travel, accommodation, interpreters), for experts (as defined in section 9 of this agreement), for communication (e.g. interpretation, translations of documents), for training, and for administrative support to the EWC and the Bureau.

### **13. STATUS**

13.1 This agreement is to be interpreted and constructed in the English language version. In the event of any ambiguity in translation into another language, the English language version will be definitive.

13.2 British Airways in Belgium at Rue du Trone, 98, Troonstraat, 1050, Brussels, branch of British Airways plc., registered at Waterside, PO Box 365, Harmondsworth, UB7 0GB, United Kingdom is designated as the British Airways Group's representative agent for the purposes of this agreement.

13.3 This agreement is a legally binding agreement under Article 13 of the EC Council Directive 94/45/EC of 22 September 1994. The agreement is made under the Belgian transposition law of the Directive and all issues arising under it shall fall within the exclusive jurisdiction of the Belgian courts.

13.4 The Bureau shall together with the Company Chairperson monitor the adherence to the agreement by all parties and shall act as an intermediary in the event of a conflict. The Bureau shall aim to resolve with Management any disagreements about the content, the interpretation, or the application of the agreement.

## 14. DURATION OF THE AGREEMENT

14.1 The agreement is concluded for a fixed term of four years effective from 16th June 2005. At the expiry of this four year period, it will automatically become a non-fixed term agreement unless either party has given a written notice of at least six months before the expiry date. Thereafter either party may terminate the agreement with six months notice.

14.2 Notice by the European Works Council to Management must be given by no less than 66% in number of the EWC Delegates.

14.3 During the transition period between the expired agreement and the next agreement this agreement will remain applicable.

14.4 Without prejudice to Article 14.1, amendments to this agreement may be agreed by consent of Management and two thirds of the EWC members during the term of this agreement. Proposals for amendments may be submitted to both Chairpersons with at least two months written notice before a meeting either by Management or by an EWC member. To be valid, any amendment must be agreed in writing by way of being minuted at the next EWC meeting, and reflected in an amended copy of the Agreement.

Signed ..... Date .....  
Antje Orentat, EWC Spokesperson

Signed ..... Date .....  
Pat Gaffey, on behalf of BA Group plc

Signed ..... Date .....  
Melvin Lin, The Netherlands

Signed ..... Date .....  
Mike Conroy, UK

Signed ..... Date .....  
Guido Symons, Belgium

Signed ..... Date .....  
Hege Neverdal, Denmark

Signed ..... Date .....  
Emmanuel Channelliere, France

Signed ..... Date .....  
Helena Borges, Portugal

Signed ..... Date .....  
Eva Kadlecova, Czech Republic

Signed ..... Date .....  
Andrzej Konieczny, Poland

Signed ..... Date .....  
Stanislav Andras, Slovakia

Signed ..... Date .....  
Sini Hamalainen, Finland

Signed ..... Date .....  
Lakis Protopapas, Cyprus

Signed ..... Date .....  
Baerbel Liptow-Koj, Spain

Signed ..... Date .....  
Manfred Grundner, Austria

Signed ..... Date .....  
Micky Stewart, UK

Signed ..... Date .....  
David Moore, UK

Signed ..... Date .....  
Jan Gerada, Malta

Signed ..... Date .....  
Viktorija Hodosa, Latvia

Signed ..... Date .....  
Raymond Laperriere, Switzerland