



**EUROPEAN WORKS COUNCIL  
(EWC)  
AGREEMENT  
DATED THE [27<sup>th</sup>] DAY OF [APRIL] 2017**

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## PREAMBLE

0. 1. IAG 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 Group. 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. This Agreement sets out the scope, role, membership and operation of the EWC and fulfils IAG's obligations under EU Directive 2009/38/EC

0.4 In the event of future mergers and acquisitions, the parties agree that it is desirable that there is only one EWC across the Group.



## 1. DEFINITIONS

IAG	International Consolidated Airlines Group, S.A. 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 2009/38//EC of 6th May 2009.
Select Committee	The committee of EWC Members appointed in accordance with section 7 below.
Company Chairperson	The Chairperson designated by Management to chair EWC meetings jointly with the EWC Chairperson.
Consultation	Consultation means the establishment of dialogue and exchange of views between the employees' representatives (or the Select Committee as appropriate) and Management, at such time, in such fashion and with such content as enables employees' representatives, on the basis of information provided, to express an opinion on the proposed measures to which the consultation is related, without prejudice to the responsibilities of Management, and within a reasonable time, which may be taken into account within IAG.
Employee	Means any employee (as defined by Spanish law) of IAG or an Operating Company who is based in the EEA.
Europe/European	The member states of the 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 transmission of data by IAG to the employee representatives (or Select Committee as appropriate) in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time and in such fashion and with such content as are appropriate to enable employees' representatives to undertake and in-depth assessment of the possible impact and, where appropriate, prepare for consultation with IAG
Management	Those managers at an appropriate level of management nominated by IAG from time to time to represent IAG for the purposes of this Agreement.
Operating Company	IAG and its Operating Companies from time to time, including but not limited to Aer Lingus, Avios, British Airways, IAG Cargo, IAG GBS, Iberia and Vueling.
Transnational	Matters which concern the entire IAG group or at least two EEA states. These include matters which, regardless of the number of states involved, are of importance for the European workforce in terms of scope of their potential effects or which involve transfers of activities between states.

## 2 STRUCTURE AND ROLES

2.1 The EWC will meet at least twice a year with Management for the purpose of information and consultation on transnational subjects. The Company Chairperson and management team will be appointed by IAG.

2.2 The EWC can request certain managers to attend the meetings with Management.

2.3 The EWC will endeavour to use the diarised meetings referred to in section 6 in order to complete any activities under this agreement. On occasions the EWC representatives may meet outside the presence of Management at the direction of the Select Committee, subject to the agreement of Management, not to be unreasonably withheld. This meeting shall take place in the same conditions and with the same resources as meetings with Management. This will be in addition to any pre-meetings as part of the two EWC meetings referred to in section 6.

2.4 The EWC will elect a Chairperson and a Vice 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 Management will be chaired jointly by the Company Chairperson and the EWC Chairperson in partnership.

2.6 In order to assist the startup functioning of the EWC the internal rules and procedures that the EWC shall apply at their first meeting are outlined in Annex 1. Thereafter the EWC will be free to adopt, amend or reject these internal rules and procedures in a separate document.

### 3. SCOPE

3.1 The entire employed EEA workforce of IAG and its Operating Companies is represented by the European Works Council established in accordance with this Agreement including those who work part-time or, on temporary contracts.

3.2 The EWC will receive regular updates on Transnational matters with particular emphasis on the potential impact of management proposals on the EEA workforce. Such updates will include all relevant documentation (including financial documentation). The intent being that prior to any announcement on planned measures affecting Employees, Management will inform and Consult (where required by section 3.4) the EWC with a view to reaching agreement. Where management decides not to act in accordance with the opinion expressed by the EWC, the EWC shall have right to a detailed response from Management at a meeting.

3.3 Management will inform and consult (where required by section 3.4) over the following topics where they are Transnational:

- The economic and financial situation of IAG
- The development of the business
- The situation and probable trend of employment
- Investments
- The structure of IAG and any substantial changes concerning organisation (including mergers, acquisitions or the creation of new IAG entities)
- Introduction of new working methods and practices (including but not limited to information regarding potential impact on health and safety and Equal Opportunities)
- Transfer or centralisation of roles or activities within/outside IAG
- Cut backs or closures of undertakings, establishments or important parts thereof
- Collective redundancies

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 Chairpersons.

3.4 The parties agree that Consultation will only take place where the matter is Transnational and:

- concerns 25 or more Employees; or
- concerns more than 50% of the Employees in a single EEA country.

3.5 The parties also recognise and agree that employees may seek support from the EWC in an advisory capacity in relation to other Transnational matters that do not trigger Consultation as set out above. Such support may



include for example, participating in any meetings/conference calls with affected employees and/or local management in an advisory capacity.

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

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#### 4. COMPOSITION OF IAG EWC

4.1 The members of the IAG EWC shall be elected or appointed in accordance with the following formula:

Formula	
Employees Per Country	Number of Representatives
1 – 499	1
500 – 3999	2
4000 – 9999	3
10000 – 14999	4
15000 – 19999	5
20000 – 24999	6
25000 – 29999	7
30000 +	8

4.2 The number of EWC reps arrived at with the above table shall constitute a maximum of 36. In the event of group enlargement, it will be necessary to recalibrate the number of members per country to avoid exceeding this maximum of representatives.

4.3 The numbers of Employees in each country within the scope of this Agreement will be reviewed every three years at the end of the term of office of the representatives. The Select Committee shall be informed of the latest employee figures in good time in order to carry out this obligation. If the Employee headcount in a country increases/decreases such that the country is entitled to more/fewer EWC representatives, then the number of EWC representatives for that country will be amended in time for the next term.

4.4 If IAG or any Operating Company acquires another company within the EEA such that these changes to the operating structure results in changes to the membership of the EWC;

4.4.1 Acquired company has no existing EWC: the company will organise the election / selection of the appropriate number of representatives as provided for in this agreement. Where possible, these representatives will take their seat on the EWC as of the next meeting. Under such circumstances the maximum number of 36 EWC representatives can be exceeded until the next election term when 4.3 and 4.4 will apply.

4.4.2 Acquired company has an existing EWC: the Adaptation Clause Section 15.1 will apply.

4.5 The term of office for any new representatives appointed under the provisions of 4.4 will end at the same date as the other employee representatives who were elected or appointed at the normal time.



## 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 IAG EWC. In those countries where more than one employee representative is appointed, the election process laid down below will take into account the need for balanced representation of employees with regard to their activities, category and gender (i.e. Pilots, Cabin Crew and Ground Staff).

5.3 For each EWC member there will be a deputy EWC member. 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 and deputy.
- Where no such body exists, national EWC members will be elected by the entire IAG Group staff of the respective country. The EWC and management will agree with local management the principles for the appointment or election of representatives and deputies.

5.4 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 term, rights and obligations as the EWC members.

5.5 The two Chairpersons shall be provided with the election or appointment documentation for each country. In case of genuine concerns they may agree a repeat of the election or nomination process.

5.6 Normally, if any country fails to appoint or elect a representative the EWC shall continue without such representative for the period of that EWC term. The EWC will use reasonable endeavours to ensure that countries with no representatives are represented by another country and that information about Transnational issues is cascaded to these countries.

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.

5.9 Subject to the consent of the EWC representative, the Select Committee will be informed where an EWC representative has been dismissed or is likely to be dismissed from their employment within an



Operating Company. This shall also apply in case of a dismissal within a period of one year following the end of their membership of the EWC.

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

5.11 EWC members shall lose their office by virtue of:

- Ceasing to be an Employee;
- Withdrawal of the mandate if the member is appointed by a national or local consultation employee representation body;
- As a result of events outlined in section 4;
- Resignation of the EWC Delegate.

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## 6. FUNCTIONING / MEETINGS

6.1 The EWC will meet at least twice a year normally following IAG capital markets day and end of year results. The Select Committee shall have four diarised meetings per year. The EWC or the Select Committee shall have the right to request to meet Management, so as to be informed and consulted on measures significantly affecting employees' interests. Both parties can request an Extraordinary Meeting for the purposes of Consultation. The parties will not refuse any reasonable requests for a meeting. It is envisaged that the majority of meetings will take place in London unless agreed otherwise.

6.2 Where requested, IAG will use reasonable endeavours to assist the EWC in cascading information to Employees in relation to what is being discussed at EWC meetings.

6.3 A joint agenda will be drawn up prior to each meeting by the two Chairpersons reflecting subject matter outlined in Section 3. The agenda will be forwarded to the members of the EWC and management representatives in good time in advance of each meeting.

6.4 It is envisaged that the majority of IAG EWC meetings will normally last two days. However, Management and the Select Committee may agree to shorter or longer meetings as required.

6.5 EWC members and participants who are not contractually based in the location of the meeting will normally be provided with one night's accommodation for a two day meeting. Each Operating Company shall bear the costs of travel for the EWC members employed by them. Travel arrangements should be made through the normal duty travel process and expenses will be approved in the usual manner according to local process. In relation to hotel bookings for the full EWC meetings, Management will nominate someone who will be responsible for ensuring sufficient room availability and communicating by email with all members a specific hotel for the meeting. This email will include the process for booking hotel rooms including any agreed rate or booking code. This nominated individual will also be available for advice or support of the EWC members who encounter any difficulties. Hotel accommodation will be booked and paid for by individual EWC representatives and costs reclaimed via local expense process. Individuals will be responsible for cancelling their hotel room bookings in accordance with the hotel's cancellation policy if they are unable to attend the meeting. If they do not do so, and there are no mitigating circumstances, any resulting costs may be declined and not reimbursed as an expense claim. If there are any questions or issues regarding hotel provisions, this will be discussed with the EWC Chairperson. The EWC Chairperson and Company Chairperson will exercise their judgment to ensure that those who need accommodation beyond these basic requirements are fulfilled, for example to facilitate full participation at the meeting.



6.6 Suitable meeting facilities will be made available for the EWC and their experts.

6.7 The working language at EWC meetings is English. The meetings will, therefore, be conducted in English with facilities for Spanish interpretation 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 in good time following the EWC meeting. The EWC may request to have minutes translated into Spanish.

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## **7. SELECT COMMITTEE**

7.1. The Select Committee will consist of **seven** members of the EWC including the EWC Chairperson and the EWC Vice Chairperson.

7.2. Each Select Committee member shall have a deputy. Where Select Committee members are unable to attend Select Committee meetings, or other meetings which they are required to attend in this capacity, they will be represented by a deputy. If a Select Committee member ceases to be an EWC representative a deputy will assume office.

7.3. The role of the Select Committee 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 Management

7.4 The meetings of the Select Committee will be convened and jointly chaired by the two EWC Chairpersons. If both parties agree, these meetings may be conducted by telephone or video call particularly if arranged at short notice.

7.5 Subject to internal discussions the EWC can mandate the Select Committee 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.

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

## 8.0 CONFIDENTIALITY

8.1 In order to maximise the spirit of openness and free exchange of views, all participants/members of the 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. All information shared with the EWC and Select Committee should not be treated as confidential unless specified otherwise. Information that is not appropriate to be shared by the EWC with Employees will be clearly identified by Management when the information is supplied. Management and the EWC may agree other principles in relation to the use of confidential information.

8.2 Management is entitled not to provide any information of such nature that its disclosure 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 IAG Group whether or not covered by this agreement.



## 9. EXPERTS

9.1 The EWC or Select committee may be assisted by experts of its choice. Experts will be entitled to attend any meeting of the EWC and its institutions including joint meetings of the EWC with Management. Management will meet the cost of only one nominated expert at any one time.

9.2 A written contract for the nominated expert will be set up between the expert and IAG in a timely manner and before any work is done.

9.3 It is agreed that all experts will be required to enter into confidentiality agreements with IAG before they are engaged by the EWC.



## 10. TIME OFF AND FACILITIES

10.1. Time off without loss of pay, facilities, resources including reasonable administrative support shall be provided to the employee representatives to prepare, consider or evaluate the items under discussion at any particular session of the IAG EWC or Select Committee. Permission for time off will not unreasonably be withheld. In particular, all EWC members will have use of the following:

- Telephone with an international connection;
- Photocopier
- Secured filing space.

10.2 Attendance at any meetings or agreed training courses, seminars, etc. relevant to the functioning of the EWC will be considered to be an IAG business trip as far as the payment of salary, time, travel and accommodation expenses are concerned. It is not the intention of Management that EWC representatives should suffer a financial detriment.

10.3 Each Operating Company shall bear the costs of travel for the EWC members employed by them, but IAG 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 travel tickets are authorised in relation to the work of the EWC and the Select Committee.

10.4 EWC members will be given time off from their normal duties with pay to attend the meetings, including meetings convened by telephone or video, 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 fulfil 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 and remind local managers of the potential costs and the need to provide for this in their local finance plan.

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 EWC Chairperson and Company Chairperson for resolution.

10.8 Where required for the purposes of Information and Consultation in relation to Transnational issues, EWC members may request to visit IAG sites in the country they represent. Any visit will be subject to approval of Management, not to be unreasonably withheld. For the avoidance of doubt,





this may include meetings following the announcement of proposals on Transnational issues.

10.9 Where required for the purposes of Information and Consultation in relation to Transnational issues, the EWC Chairperson or the EWC Vice Chairperson may request to visit IAG sites in any country in the scope of this agreement. Any visit will be subject to approval of Management, not to be unreasonably withheld. For the avoidance of doubt, this may include meetings following the announcement of proposals on Transnational issues.

10.10 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 Select Committee. Establishing a working group, composition and its outputs will be determined by the EWC Chairperson, in consultation with the Company Chairperson.

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## 11 TRAINING

11.1 The importance of training and development of EWC members is recognised. A training needs analysis (TNA) would be conducted jointly at the start of each term of office 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. Online tools for training may be used where appropriate if mutually agreed.

11.2 Any additional training requirements outside the TNA may be mutually agreed by the two Chairpersons.



## 12. COSTS

All costs related to the EWC and its institutions shall be borne by IAG or the Operating Companies. This particularly includes, but is not limited to, costs for meetings of the EWC and its institutions (e.g. travel, accommodation, interpreters, elections), for an experts (as defined in section 9 of this agreement), for communication (e.g. interpretation, translations of documents, webex or conference call service) and for training.



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### **13. STATUS**

13.1 English is the working language of IAG. This agreement is to be interpreted and constructed in the English language and will be translated into Spanish. In the event of any legal interpretation being required then the Spanish language version will be definitive.

13.2 IAG is registered at El Caserio, Iberia Zona Industrial, Camino de la Muñoza S/N, Madrid-28042.

13.3 This agreement is a legally binding agreement under Article 6 of the EC Council Directive 2009/38/EC of 6 May 2009. All issues arising under it shall fall within the exclusive jurisdiction of the Spanish courts.

13.4 The Select Committee shall together with the Company Chairperson or Management monitor the adherence to the agreement by all parties and shall act as an intermediary in the event of a conflict. The Select Committee shall aim to resolve with Management any disagreements about the content, the interpretation, or the application of the agreement. It is agreed that this process shall be followed before any formal legal process is instigated.



## 14. DURATION OF THE AGREEMENT

14.1 The agreement is concluded for a fixed term of four years effective from 1<sup>st</sup> May 2017. At the expiry of this four year period (the "Expiry Date"), it will automatically become a non-fixed term agreement unless either party has given 12 months' written notice no earlier than six months before the Expiry Date.-After the Expiry Date either party may terminate the agreement with 12 months' written notice.

14.2 Notice to terminate 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 notice period, the parties will endeavour to negotiate a new European works council agreement.

14.4 If upon expiry of the notice period, the parties have not reached agreement, the subsidiary requirements under the Directive will apply. During the notice period this agreement will remain applicable.

14.5 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.

14.5 All obligations of confidentiality shall survive the termination of this Agreement.



## 15. ADAPTATION

- 15.1 If the Acquired EU Entity itself has a European works council, the IAG EWC will cover the EEA employees of the Acquired EU Entity, and the European works council of the Acquired EU Entity will be dissolved. In circumstances where this paragraph is inconsistent with the terms of the European works council agreement applicable within an Acquired EU Entity, Management will convene an initial meeting of both Select committees to agree the process of moving to a single EWC. Until one EWC is dissolved or another agreement is reached, the two EWCs will continue to operate according to their agreements. If no agreement has been reached upon expiry of a 12 month period following the convening of the first consultation meeting, the Subsidiary requirements under the Directive will apply.
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## ANNEX 1: IAG EWC Internal rules and procedures

### INTENT

In order to **assist** the startup functioning of the EWC the internal rules and procedures outlined in this Annex will be in force at the first EWC meeting. Thereafter the EWC will be free to adopt, amend or reject these internal rules and procedures in a separate document.

#### Section 1: Voting Protocol

Intent: The intention of this protocol is to drive decisions at the EWC by consensus. The voting method outlined below describes two criteria, both of which must be fulfilled to pass decisions. The first criteria is intended to assure delegates that represent a large number of IAG employees (UK, Spain and Ireland) that any EWC decision respects the total number of IAG employees that each delegates represent. The second criteria is intended to assure delegates that represent countries with a smaller number of IAG employees that any EWC decision will respect the views of delegates from every country, regardless of the number of employees they represent.

The weighting attributed to the criteria below is designed to ensure that EWC decisions require the UK, Spain and Ireland all agree, as well as a qualified majority of smaller countries, with no single country having the ability to meet both criteria on its own. It may be that the actual numbers below require adjusting with increase/decrease employee numbers and/or countries represented by the EWC in order to preserve this intent.

#### Voting principles

1. The EWC will strive to take future decisions as much as possible by consensus.
2. No business shall be concluded at a meeting of the EWC unless a quorum of members is present. A quorum consists of half the total established number of representatives on the EWC rounded up to the next whole number.
3. Voting shall normally be done by a show of hands or secret ballot on request. Proxy voting will not be allowed.
4. If an EWC representative is unable to attend, then a deputy may attend and exercise voting rights.

5. EWC decisions requires the support by a qualified majority of both criteria below:

a) by EWC members representing in aggregate at least two-thirds of the IAG employees represented at the meeting.

AND

b) by at least two-thirds of the EWC voting members participating in the respective EWC meeting.

6. Countries represented by more than 1 EWCs members will allocate their voting rights as follows:

a) UK representatives will exercise their voting rights according to their constituencies as provided by the ERS (Electoral Reform Service) upon the constitution of the EWC.

b) Spanish representatives will agree internally on the number of voting rights for each EWC representative and inform the EWC following election results or appointments.

c) Irish representatives will agree internally on the number of voting rights for each EWC representative and inform the EWC following election results or appointments.

7. The following table shall be updated following every EWC election cycle to reflect the individual voting rights per representative and country.

EWC Voting Rights

Country	EWC Member	EWC Deputy member	Employees Represented
Czech Republic			
Ireland 1			
Ireland 2			
Ireland 3			



Romania			
Denmark			
Slovakia			
Bulgaria			
Italy			
Luxembourg			
Spain 1			
Spain 2			
Spain 3			
Spain 4			
Spain 5			
Sweden			
France			
Netherlands			
Austria			
Norway			
Belgium			
Finland			
Portugal			
Cyprus			
Greece			
Germany			
Croatia			
Hungary			
Poland			
UK 1			

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UK 2			
UK 3			
UK 4			
UK 5			
UK 6			
UK 7			
UK 8			

## Section 2: Composition of Select Committee

Intent: The Special Negotiating Body (SNB) agreed that it was right to pursue as a primary objective an EWC seat for all countries where IAG have a presence. It was also felt that there should be some allowance for proportionality given at the time of writing the Agreement UK employees represented 55% of IAG employees, Spain 35% and Ireland 5%. A combined total of 95% of employees covered by this Agreement but only 42% of reps on the EWC. The SNB decided to address proportionality via the composition of the Select Committee.

This Agreement calls for 7 representatives on the Select Committee and on commencement of the EWC the composition of the Select Committee will be as follows;

- 3 UK
- 2 Spain
- 1 Ireland
- 1 Small countries

The above will include the Chairperson chosen by the EWC