

**AMERICAN EXPRESS GLOBAL BUSINESS TRAVEL  
European Works Council Agreement**

This Agreement is entered into in Amsterdam, Netherlands, on 20 March 2019 between

i) GBT Travel Services UK Limited, 5 Churchill Place, Canary Wharf, London E14 5HU, d/b/a American Express Global Business Travel ("GBT") in Europe (the "Management"), and

ii) The representatives of the American Express Global Business Travel European Works Council (the "Employee Representatives").

**DEFINITIONS**

The undernoted terms in this Agreement shall have the following meaning:

**"Consultation"** means the establishment of a dialogue and exchange of views between Employee Representatives and the Management, at such time and in such manner as to enable the Employee Representatives to express an opinion and allow the Management to take this opinion into account in the internal decision-making process;

**"Coordinating Committee"** means the group of five nominated Employee Representatives drawn from five different countries to represent the interests of the Employee Representatives as a whole and engage with the Management on their behalf, which has responsibility for certain specific duties as set out within this Agreement;

**"EWC Directive"** means the EU Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 on "The establishment of a European Works Council in Community-Scale Undertakings and Community-Scale Groups of Undertakings for the purposes of Informing and Consulting employees";

**"EWC"** means European Works Council;

**"GBT"** means American Express Global Business Travel;

**"GBT EWC"** means the American Express Global Business Travel European Works Council;

**"Information"** means the transmission of data by the Management to the Employee Representatives in order to enable them to acquaint themselves with the subject matter and to examine it;

**"Nominated Management Representative"** means the nominated representative of the GBT executive, management, Human Resources (HR) or Employee Relations (ER) teams appointed to inform and/or consult with the EWC on any matters for consideration of by the Employee Representatives, including as Chairperson at the EWC Annual Meeting, or otherwise having EWC authority or responsibility as set out in this Agreement.

**"Transnational Issues"** are major European decisions / events which have a significant impact on the GBT business and its employees and which either concern GBT European Economic Area (EEA) as a whole, or concern at least two undertakings or establishments of GBT situated in two different EEA states.

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**1. AIM AND SCOPE OF EWC AGREEMENT**

- 1.1 This Agreement defines the scope, role, membership and operation of the GBT EWC. It describes the operating framework which governs the GBT EWC and which fulfils GBT's obligations contained in the EWC Directive.
- 1.2 It is the intention and belief of the parties that this Agreement fully meets all the requirements of the EWC Directive.
- 1.3 This Agreement is entered into in a spirit of co-operation by the Management and Employee Representatives.
- 1.4 The members of the EWC and Management are committed to acting in the best interests of GBT's stakeholders, including its directors, employees, shareholders and customers.
- 1.5 The aim in establishing the GBT EWC is to provide an appropriate representative structure for employees at a European level. Both on a regular and on an occasional basis, Employee Representatives will be informed and/or consulted on certain transnational issues affecting their interests. The EWC is founded on a spirit of openness, mutual trust and respect, and it is in this constructive spirit that it will endeavour to operate. The activities of the EWC should contribute to the shared objectives of helping GBT to develop its business while involving the employees in the decision-making process, and at the same time meeting economic, social and environmental challenges. The Management welcomes and recognises both the crucial role played by the EWC and the benefits of working in partnership with the EWC.

**2. BUSINESS OPERATIONS COVERED BY THE EWC AGREEMENT**

- 2.1 At the date of signing, this Agreement covers the workforces in both wholly owned GBT operations and in legal entities where GBT has a majority share in the company as defined under EU legislation.
- 2.2 When new operations are established in a country already within scope of this Agreement that do not create an increased entitlement to employee representation (or to the number of Employee Representatives), the existing Employee Representative(s) from that country will also be deemed to represent the newly established operations until the expiry of their normal term of office. The impact of acquisitions, disposals or other significant changes in the structure of the company on the GBT EWC is dealt with in Article 10 of this Agreement.
- 2.3 Any change in a country's entitlement to employee representation under this Agreement, as a result of manpower changes in existing establishments and divisions, will be based upon and implemented after increases or decreases in headcount over a consecutive two year period calculated as at 31<sup>st</sup> December each year. New Employee Representatives will be elected/selected as required, in accordance with Article 10.3 of this Agreement.
- 2.4 New Employee Representatives will only become operational when they have signed this Agreement and Annex 1 "Confidentiality Agreement."

- 2.5 In case a country that is already covered by the scope of this Agreement leaves the European Union or the European Economic Area, and it is no longer appropriate for that country to be represented, in light of variations in that country's national laws and local representation practices or requirements, the Management will discuss with the Coordinating Committee that the country should be removed from the scope of this Agreement. The Employee Representatives for that country will leave the EWC at the point that the country is removed from the scope of the Agreement, but may be asked to participate in discussions with the Management about alternative employee representation arrangements for that country, and/or to stand for selection/election of any new employee representative body formed under any applicable local law.
- 2.6 Where GBT establishes a business in a country already a Member State of the European Union and/or of the European Economic Area there shall be an entitlement to employee representation in accordance with paragraphs 2.1 to 2.4 so as to attend the first annual meeting immediately following the date of accession. The application of the thresholds detailed in Clause 4.2 will be monitored in conjunction with the Coordinating Committee.
- 2.7 Annex II of this Agreement states the number of employees per country. This Annex will be updated every year according to the headcount figures on 31st December. As an example, the next recount will take place on 31st December 2019.

### **3. ROLE OF THE GBT EWC**

- 3.1 The GBT EWC comprises the Management and the Employee Representatives.
- 3.2 The purpose of the GBT EWC is to allow the Management to inform and/or consult with Employee Representatives, as appropriate, on Transnational Issues in due time and in accordance with the principles set out in the 2009 EWC Directive. Information and Consultation will take place according to the definitions set out in this Agreement.
- 3.3 The information and consultation obligations of the EWC are limited to Transnational Issues. The GBT EWC will be regularly and meaningfully Informed and, where appropriate, Consulted, by the Management on Transnational Issues falling into either of these categories as further described in Clauses 3.7 and 3.12, at such time as the GBT is lawfully able to do so in accordance with any applicable local laws and regulatory requirements.
- 3.4 Negotiation on pay and normal collective bargaining issues are outside the scope of these information and consultation requirements.

#### **Information Obligations**

- 3.5 Information provided by Management on Transnational Issues shall include: economic benefits and costs; the timeframe of the project; the positions/people affected; geographical scope; anticipated people impact (workforce implications by position and location); implementation plan (high-level roadmap); expected implementation timeline and information and, if appropriate, consultation timeline at European and local level. Information provided by the Management with respect to each potential decision or project should also always include a clear description of the alternatives that have been explored and a motivated explanation for discarding them.
- 3.6 The Management and the Employee Representatives agree that information shall be shared by the Management in good time and in such a manner so as to enable the Employee Representatives to examine the subject matter and to understand the possible impact of the information. Information shall be given at such time, in such fashion and with such content as are appropriate to enable Employee Representatives to undertake a reasonable assessment of the possible impact on employees covered by

the EWC and to prepare for consultation with the competent representatives of the Management for GBT or the relevant undertakings within GBT on the subject matter if necessary.

3.7 The Management shall provide Information, in relation to the following matters in particular (although this list is non-exhaustive):

- a) The structure of GBT, as well as its economic, social and financial situation;
- b) The likely development of business, production and sales;
- c) The situation and likely trend of employment;
- d) Investments (investment programmes and trend);
- e) New working methods, including new processes and new technologies;
- f) Social-related matters: social balance; health, hygiene and safety policies in the workplace; environmental policy; skills Management policy; professional training; diversity and inclusion, equality and anti-discrimination policies; corporate social responsibility; policies to reduce atypical work; policies to tackle youth unemployment.
- g) Working and employment conditions of atypical workers such as: temporary agency workers, seasonal workers and workers employed by contract service providers;
- h) Proposed mergers, divisions, acquisitions or the sale of undertakings and/or establishments (at such appropriate time as the Management are able to do so, bearing in mind the legal constraints, commercial implications and sensitivity of such matters). By way of example, commercial implications and sensitivity shall include, but not be limited to, matters such as a change in senior leadership which has not yet been announced or a matter impacting a client which has not yet been communicated to the client and any other confidential information that may have a direct commercial or reputational impact on the company or any of its directors or other key individuals that could be damaging to the company if disclosed, including by causing financial loss or disruption to the business, or could be used to gain advantage by any of its competitors.

#### Consultation Obligations

3.8 GBT will provide timely information and will consult on Transnational Issues as they relate to the performance and prospects of GBT businesses in Europe. In particular, the GBT EWC will consider the structure, economic and financial situation, the probable development of the business and of production and sales, the situation and probable trend of employment, investments and substantial changes concerning organization, introduction of new working methods or production processes, transfers of production, mergers, cut-backs or closures of undertakings, establishments or important parts thereof, and collective redundancies.

3.9 Consultation must take place at such time, in such fashion and with such content as appropriate. Alternative solutions and opinions issued by Employee Representatives shall be duly taken into account by the Management in the internal decision-making process and before any decision is adopted. The Management will answer and explain to the Employee Representatives how their opinions and/or proposals have been taken into account in the final decision, before concluding the consultation process. The time available for consultation shall be agreed with the EWC on a case-by-case basis, depending on the scale of the measures envisaged. The main aim of the consultation process should always be to find a socially responsible solution.

3.10 Consultation is made up of the following phases:

- 1). the parties establish a meaningful dialogue on the Information provided by the Management;
- 2). the Employee Representatives have the time and resources to conduct a thorough analysis on the information provided;
- 3). the Employee Representatives offer alternative solutions and/or issue one or more opinions regarding the information provided;

- 4). the Management responds with an explanation of the reasons for the final decision that will be taken, and on the opinions and alternative solutions provided by Employee Representatives.
- 3.11 The Management and the Employee Representatives agree that Consultation will not be required in respect of all Information shared by the Management. Whether Consultation is required will depend on an assessment by the Management of whether the matter is likely to have a material impact or involve substantial changes concerning the organisation or the workforce, examples of which are set out at Clause 3.12. Unless otherwise prevented by law, management will advise the Chair of the Coordinating Committee on its decision not to consult on certain matters.
- 3.12 The Management shall provide Information and will enter into Consultation in relation to the following matters in particular (although this list is non-exhaustive):
- a) Substantial changes concerning the organisation and/or likely to impact the workforce;
  - b) The transfer of undertakings, establishments or important parts thereof, as well as processes relocation and offshoring & outsourcing;
  - c) Cut-backs or closure of undertakings, establishments or important parts thereof;
  - d) Collective redundancies;
  - e) Outsourcing & offshoring initiatives and related economic and social impacts;
  - f) Any other matters listed under the Information in Clause 3.7 above that are likely to have a material impact on GBT's economic and financial situation resulting in substantial changes to the workforce, particularly if they involve cross-border transfer of activities, relocations, the closure of establishments or undertakings, mergers and acquisitions and/or collective redundancies.
- 3.13 Where Consultation is required, Management and the Employee Representatives agree to enter into a meaningful dialogue and exchange of views, at such time and in such manner as to enable the Employee Representatives to express an opinion and allow this opinion to be considered by Management or by GBT prior to reaching its decision on the matter.
- 3.14 The GBT EWC will have the right to be informed and/or consulted on other relevant issues as agreed prior to each meeting between the Nominated Management Representative and the Coordinating Committee.
- 3.15 When necessary, in "exceptional circumstances" (see 5.18), Management shall make reasonable efforts to trigger information and consultation procedures simultaneously at local and at European levels and these procedures 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.
- 3.16 The GBT EWC neither replaces, nor supersedes in any way existing procedures and/or national laws for informing and consulting employees and/or their representatives at other appropriate levels in GBT European operations, nor is it a forum for collective bargaining.
- 3.17 The Employee Representatives on the EWC are recognised as the legal representatives of the company's workforce at the European level as regards the rights deriving from the EWC Directive and from this Agreement.

#### **4. MEMBERSHIP OF THE GBT EWC**

##### **The Management**

- 4.1 Representatives of Management on the GBT EWC will include appropriate senior executives as determined by the company from the GBT European management team. There will be one Nominated Management Representative who shall be either a member of the Management of GBT, or a senior

member of the GBT HR or ER teams, responsible for communicating with the EWC as set forth in this Agreement.

#### **The Employee Representatives**

- 4.2 The GBT EWC will have one Employee Representative from each of the countries listed in Annex II of this Agreement. Representatives will be chosen by, and selected from, the local employee representatives of each country in accordance with national legislation. In addition, there will be one further Employee Representative from countries where GBT employs more than 1,500 people (2 reps in total); there will be one further Employee Representative from countries where GBT employs more than 3,000 people (3 reps in total).
- 4.3 Employee Representatives must be GBT employees drawn from the body of permanent employees of GBT according to national law, custom and practice. Where there is more than one Employee Representative from any one country, the total representation will preferably be reflective of GBT lines of business within that country.
- 4.4 For each EWC Employee Representative, a deputy will also be designated according to the principles mentioned in 4.2 and 4.3. A deputy will be invited to attend EWC meetings when an Employee Representative is unable to attend through reason of illness or other unavoidable circumstances. To ensure that meetings are efficiently run, deputies will have access to minutes and copies of all EWC documents.
- 4.5 Every EWC representative shall be allocated annual time credits for work related to the EWC in addition to meeting and travel time and in addition to any time credits that an Employee Representative may accrue because of other local Works Councils offices held within GBT.  
EWC annual time credits are allocated as follows:
- each EWC member is allocated a total of 20 hours;
  - each Coordinating Committee member is allocated a total of 60 hours;
  - the EWC Chairperson is allocated a total of 80 hours.

However, at no time may the total time spent on local Works Council matters combined with the time spent on EWC exceed 10% of the representatives' working time. Where necessary, EWC members may transfer EWC annual time credits to their deputies, but the time the deputy spends may not be incremental to the time listed above.

#### **The Coordinating Committee**

- 4.6 The Employee Representatives will establish a Coordinating Committee of five members drawn from five different countries. One member of the Coordinating Committee will act as the EWC Chairperson of the Employee Representatives. A second member of the Coordinating Committee will act as the Deputy Chairperson in order to replace the Chair when absent through reason of illness or other unavoidable circumstances.
- 4.7 All members of the Coordinating Committee shall be elected for a single four-year term of office on the Coordinating Committee. Any Coordinating Committee member may be elected to serve additional terms of office on the Coordinating Committee upon a majority vote of the EWC representatives. Any member of the Employee Representative Coordinating Committee may be replaced by a new Employee Representative following a majority vote of their number.
- 4.8 The role of the Coordinating Committee shall be to represent the interests of the Employee Representatives as a whole and engage with the Management on their behalf as the primary point of contact. The Coordinating Committee will provide direction for matters under consideration by the

Employee Representatives, and will be responsible for, in conjunction with the entire EWC, for the specific duties referred to in this Agreement, for example (non-inclusive list):

- preparing and drafting the agenda and monitoring the joint and preparatory EWC meetings;
- circulating information to all the EWC members;
- deciding when there is a need for and making arrangements for extraordinary meetings;
- assessing training needs and planning EWC trainings;
- seeking to resolve and reach agreement with the Management over confidentiality disputes or other disputes.

- 4.9 The EWC Chairperson is responsible for co-chairing the joint meetings with the Management and for presiding over meetings where no Management representatives are present, i.e. full EWC and Coordinating Committee meetings and calls.
- 4.10 The Coordinating Committee shall meet with the Management at least once a year between the EWC Annual Meetings. The Coordinating Committee is entitled to hold a preparatory meeting the afternoon before the day of the meeting with the Management. Such meetings may be conducted by conference call or Webex.
- 4.11 The Management shall regularly update the Coordinating Committee in a timely manner on all relevant economic, social and transnational developments affecting GBT and/or the employees' interests, and report on any exceptional circumstances.
- 4.12 The EWC Chairperson and all the members of the Coordinating Committee must be able to converse, write in and read English.

#### **Working time and attendance at GBT EWC Meetings**

- 4.13 Wherever possible, Employee Representatives will be permitted to attend meetings and carry out their EWC duties within their normal working hours. Employee Representatives will continue to receive their normal pay during their absence from their normal employment duties to attend GBT EWC Meetings.
- 4.14 Upon receipt of notice of the date and location of the annual meeting Employee Representatives are responsible for checking their working time arrangements, for informing their manager that they will be absent, and for liaising where necessary with the appropriate Manager or member of the HR Team to ensure that their work schedule is adapted to enable them to travel to and from and attend the Annual Meeting.
- 4.15 As a general principle Employee Representatives will not be expected to travel to Annual Meetings immediately following completion of a night shift or to commence a night shift following travel from an Annual Meeting.
- 4.16 Local working hours legislation applies to all Employee Representatives, regardless of whether they are part-time or full time employees.
- 4.17 Management will make reasonable efforts into allowing Employee Representatives to participate in the GBT EWC meetings.

#### **Communications**

- 4.18 Where Employee Representatives have queries, concerns or any matter in connection with operation of the GBT EWC they should immediately raise these with the Coordinating Committee.
- 4.19 It is the responsibility of the Nominated Management Representative to ensure that local HR Managers are kept fully informed of developments and issues surrounding the GBT EWC and that they will

- endeavour wherever possible to facilitate the smooth running of the GBT EWC between Annual Meetings.
- 4.20 It is the responsibility of local HR managers to support Employee Representatives, and ensure that, where appropriate and involving Transnational Issues, their concerns are brought to the attention of the Nominated Management Representative.
- 4.21 Individual GBT EWC members should work with their local HR managers to identify how best to communicate with the employees they represent about the work of the GBT EWC. Where possible they should draft a procedure which shows clearly how employees can pass on issues to be raised at GBT EWC meetings and how the GBT EWC member passes back relevant information from the meetings. Where necessary the EWC Chairperson and the Coordinating Committee can assist in this task.

## **5. OPERATION OF THE EWC**

### **Terms of Office**

- 5.1 The normal term of office for an Employee Representative will coincide with the term of office which applies in the relevant national information and consultation process. Where there are no national provisions, the term of office will be four years. Employee Representatives and deputies may be re-elected by their local bodies for additional terms of office in the EWC, and such terms may run consecutively.
- 5.2 An employee may only be an Employee Representative if he or she is directly employed by the company and has at least 12 months' service.
- 5.3 On the cessation of his/her employment with GBT, the Employee Representative will immediately lose his/her seat on the GBT EWC.
- 5.4 In the event of an Employee Representative leaving the GBT EWC before completing their term of office, a new member will be nominated and/or selected in accordance with paragraphs 4.2 and 4.3 of this Agreement.

### **Operation of EWC Meetings**

- 5.5 There will be a minimum of one meeting of the GBT EWC per year convened by GBT (hereinafter the "Annual Meeting"). The Annual Meeting will be chaired by the Nominated Management Representative. The Annual Meeting will normally take place over a total period of three working days including the pre-meeting/training referred to in paragraph 5.6 below.
- 5.6 The Employee Representatives may hold a pre-meeting on the first day of the Annual Meeting prior to the joint meeting with the Management representatives. This pre-meeting day may also be used for training of the EWC Employee Representatives if deemed appropriate by the Coordinating Committee. Each joint meeting shall also be preceded by a EWC preparation and coordination meeting (hereinafter, "Preparatory Meetings") in which only EWC members will participate. Once the joint meetings with the Management are over, the EWC may hold a subsequent meeting (hereinafter, "Debriefing Meetings"), in which the Management representatives shall not take part.

### **Appointment of Secretary and Organisation of Annual Meeting**

- 5.8 The Management will appoint a Secretary to the GBT EWC. The Secretary and/or Nominated Management Representative of the Annual Meeting will agree to a venue and an agenda with the EWC Chairperson.
- 5.9 Notification of Annual Meeting



The Nominated Management Representative will notify the employee representatives, in writing, of the date and location of the annual GBT EWC meeting approximately one month in advance of the meeting with the dates and venue of the annual meeting.

5.10 Distribution of agenda and papers

The Secretary of the GBT EWC will issue a draft written agenda to all Employee Representatives approximately four weeks before the Annual Meeting. A final agenda will normally be issued one week prior to the meeting.

5.11 Annual Meeting Presentations

Copies of any Annual Meeting presentations and materials will, wherever possible, be made available for Employee Representatives on a confidential basis at least one week before the Annual Meeting to allow the Employee Representatives to prepare for the meeting. Paper copies of the Annual Presentations will also be provided at the first day of the Annual Meeting. Any additional relevant materials not previously issued to Employee Representatives will be made available on the day of the Annual Meeting. Where for whatever reason a copy of any materials cannot be made available to Employee Representatives on the day of the Annual Meeting, these shall be distributed to Employee Representatives no later than five working days following the Annual Meeting.

5.12 Communiqué

As soon as reasonably possible following the Annual Meeting and the Employee Representatives debriefing meeting, the Nominated Management Representative and the Coordination committee shall meet to agree to a short (one side of A4) communiqué. The communiqué shall be issued in writing to all Employee Representatives within three working days of agreement and disseminated across GBT operations within the EEA by HR managers, or otherwise promoted via email or posting on Uconnect within 10 working days of their receipt of the communiqué.

5.13 Annual Meeting Minutes

The Secretary will issue the minutes to the Coordinating Committee within two weeks following the Annual Meeting and the agreed minutes will be uploaded to Uconnect to be accessed by all Employee Representatives within four weeks.

**Issues between Annual Meetings**

5.14 During the course of the year, the Management will use the established mechanisms (outside the GBT Annual Meeting) for information and consultation purposes.

- The Nominated Management Representative and the Chair of the Coordinating Committee shall meet periodically via conference call to address any issues that may arise between meetings and identify topics for formal meetings.
- Where issues arise between annual meetings of concern to individual Employee Representatives they should raise the issue with a member of the Coordinating Committee.
- Upon receipt of the information, it is the responsibility of the Coordinating Committee to notify the Nominated Management Representative of the matter in question.
- It is the responsibility of the Coordinating Committee to raise, discuss and where appropriate resolve any issues that may arise.
- Any outcomes following discussion with the Coordinating Committee and the Nominated Management Representative will be notified to the Employee Representative concerned by the Coordinating Committee and where appropriate by the appropriate HR manager.

**Exceptional circumstances and Extraordinary Meetings**

- 5.15 The Nominated Management Representative will convene extraordinary meetings when major transnational issues arise that may affect GBT and/or employees' interests in more than one country covered by this Agreement, to a considerable extent, particularly if they involve cross-border transfer of activities, relocations, the closure of establishments or undertakings, mergers and acquisitions and/or collective redundancies.
- 5.16 In case of exceptional circumstances, Nominated Management Representative shall provide the Coordinating Committee with preliminary information that will allow an assessment of the potential impact on GBT and especially on employees' interests.
- 5.17 The Coordinating Committee and the Nominated Management Representative will discuss the nature of the issue in question. The Coordinating Committee and the Management are both entitled to request an extraordinary meeting should circumstances demand it.
- 5.18 An extraordinary meeting will take place at the earliest possible opportunity so that the Employee Representatives can consider the information provided and their views can be taken into account in the decision-making process.
- 5.19 Where the Nominated Management Representative and the Coordinating Committee agree that it is not appropriate to hold a meeting but to inform the GBT EWC of the issue in question, the Nominated Management Representative and the Coordinating Committee will agree a communiqué drafted by GBT to be sent to all Employee Representatives or otherwise posted upon Uconnect within five working days.
- 5.20 In case of exceptional circumstances, such as the ones listed above, the Coordinating Committee members, and, the EWC members appointed in the countries directly affected, as well as those that might potentially be affected by these issues and circumstances shall have the right to participate in the extraordinary meetings.
- 5.21 As exceptional circumstances could arise during the course of a year between annual meetings the normal time scales for meetings as per the above will not be applicable.
- 5.22 Where an exceptional circumstance is an on-going issue the Nominated Management Representative will keep the Coordinating Committee informed of developments at regular intervals. Such intervals shall be no more than monthly and no less than quarterly.
- 5.23 Where an exceptional circumstance occurs during the course of a year and regardless of whether an extraordinary meeting takes place, the issue in question shall be included as a separate agenda item for the next annual meeting. The Management will include with the papers for the annual meeting a short written report on the exceptional circumstance and provide this to the EWC with details on the final results/impact of the exceptional circumstance.
- 5.24 Following the conclusion of an "exceptional employee information and consultation process" the Nominated Management Representative and the Coordinating Committee will meet to review how the issues in question were dealt with and to see if the procedures can be improved for the future. If necessary, the expert advisor to the GBT EWC, or an alternate agreed outside facilitator, may be consulted outside this review exercise, but not during the meeting with the Nominated Management Representative.

**Travel to GBT EWC Meetings and Expenses**

- 5.27 The GBT Travel Policy applies to arrangements for attending EWC meetings.

- 5.28 The Employee Representatives will inform their local management or their HR manager, to make the necessary travel arrangements to enable their full participation in the employee Preparatory Meetings and Annual Meetings.
- 5.29 The GBT EWC budget, managed by the Management will cover reasonable and necessary expenses. To this extent all GBT Employee Representatives are entitled to an individual corporate credit card, or to be able to charge their expenses to a central account, or to otherwise receive reimbursement for their EWC expenses.
- 5.30 Employee Representatives will not suffer financial loss as a result of carrying out their legitimate duties associated with the GBT EWC. The relevant local procedures relating to business expenses will apply.

#### **Resources**

- 5.31 GBT will facilitate the relevant technology to allow Employee Representatives to be successful in their responsibilities, i.e. access to the Internet and e-mail tools.
- 5.32 Wherever possible, GBT will seek to ensure that Employee Representatives have access to communication via e-mail, telephone. The appropriate HR Manager will liaise with the Employee Representative to ensure as far as possible that such facilities are made available directly or indirectly.
- 5.33 Where an Employee Representative has difficulties in receiving and sending communications they should raise this matter with the Coordinating Committee who in turn will discuss the matter with the Nominated Management Representative.

#### **Language and Translation**

- 5.34 Meetings will be conducted in English, the business language of GBT. Appropriate translation and interpretation facilities into other languages will be provided.
- 5.35 Where translation of a document or translation of a conversation is required outside of meetings Employee Representatives will have the assistance of their relevant HR Manager(s). The relevant HR manager(s) will assist the Employee Representative(s) in making appropriate arrangements and any problems should immediately be notified to the Coordinating Committee who will be responsible for raising this matter with the Management. Where possible, GBT should cover reasonable translation costs that are deemed necessary for the Employee Representatives to properly fulfil their duties for the EWC.

#### **6. TRAINING**

- 6.1 In order to fully exercise their duties as Employee Representatives in an international environment, EWC members will be adequately trained, and will be entitled to receive their normal salary while attending training days in accordance with this Agreement.
- 6.2 Every year the EWC Employee Representatives shall be entitled to training with an available budget of up to €10.000 which may include the following:
- Such training as is appropriate to orient new members of the EWC to their roles;
  - Such training as is appropriate to educate the EWC on changes in the law or their rights and responsibilities with respect to Transnational Issues or exceptional circumstances;
  - Training will usually take place on the first day of each Annual Meeting;
  - Other training may be delivered via conference call or webex

The Nominated Management Representative will work with the Coordinating Committee to identify or create training that may be posted on U-Learn. EWC members will be entitled to receive pay during the

create training that may be posted on U-Learn. EWC members will be entitled to receive pay during the time spent in training.

- 6.2 In preparation for any training course the Coordinating Committee will support any application by GBT to the European Commission or other external funding that may supplement the costs incurred in the training session.

## **7. EXPERT ADVICE FOR EMPLOYEE REPRESENTATIVES**

- 7.1 Following a recommendation by the Coordinating Committee, the Employee Representatives may nominate an expert advisor to provide them with such advice as may be necessary to guide them on matters for EWC consideration where the EWC may require additional expertise, including appropriate legal, financial or other professional advice. The Coordinating Committee will liaise with a Nominated Management Representative to obtain approval for the nomination of their expert advisor and the conditions under which the expert advisor will be consulted.
- 7.2 The Coordinating Committee may refer to their expert advisor throughout the course of the year as they and the expert adviser deem appropriate, it being accepted that where such liaison involves time and cost, prior discussion will take place between the expert adviser and a Nominated Management Representative, to obtain the Management's agreement and prior approval of the expert advisor's fee per project or per hour of consultation, subject to a maximum annual budget for all EWC expert advice obtained of up to €15.000 per year.
- 7.3 Provided the Coordinating Committee Chair obtains approval from the Nominated Management Representative, GBT will bear all reasonable costs of travel, accommodation, translation, interpretation and the expenses of one expert associated with Pre-Meeting of the Employee Representatives and any other agreed meetings if the EWC require additional expertise in respect of the matters to be discussed. Any request for additional facilities or expenditure will be submitted to the Nominated Management Representative by the Coordinating Committee for approval.

## **8. CONFIDENTIALITY**

- 8.1 In general, all information presented by the Management to the Employee Representatives at GBT EWC meetings will be of such a nature that it can be shared by the Employee Representatives with the employees they represent. Should management wish any particular item or items to be regarded as confidential or 'embargoed' for a period of time then this will be clearly signalled by management before presenting the information in question.
- 8.2 As a pre-condition of office as an Employee Representative, or a Deputy Employee Representative, the individual must enter into the confidentiality undertaking at Annex 1 "Confidentiality Agreement".
- 8.3 If the Management declares certain information as confidential, it shall state: (i) why said information is deemed confidential, (ii) for whom said information is deemed confidential, and (iii) for how long said information shall remain confidential. The EWC may question the confidentiality of any information and request that the Management reconsider its position. In this case, the Coordinating Committee shall discuss with the Management with a view to reaching agreement on this point, however the Management decision will be final and any breach of confidentiality despite clear instruction to the contrary, may be treated as a disciplinary matter in accordance with Clause 8.9 of this Agreement.
- 8.4 The Management may withhold any information from the GBT EWC which it determines is commercially sensitive or where the disclosure would be likely to adversely prejudice the economic or financial position of GBT or breach any provisions of law or other regulations to which it is subject.

- 8.5 Employee representatives may inform their deputies about those processes that impact their markets, in order to let them be aware and participate in those processes. It is a requisite that the deputy has previously signed the confidentiality agreement as an Employee Representative, as stated in clause 8.2 of this Agreement.
- 8.6 Both parties are committed to the effective operation of the GBT EWC. To this end, the parties recognise that in the dissemination of information from the GBT EWC it is important to ensure confidentiality is respected. Where information identified as confidential is presented to the GBT EWC the Company will wherever possible inform the GBT EWC that it is the intention of the Company to disseminate the same information, amended where necessary, to appropriate employee representative structures at local and/or national level in accordance with national law, custom and practice. Local Management and HR will be responsible for ensuring that national and local briefing take place as soon as is practicable after the GBT EWC meetings and will be responsible for informing such national and local consultative structures of the confidentiality of such information.
- 8.7 The Management the Coordinating Committee will monitor the operation of this clause to ensure its effectiveness. It is accepted that where there is a proven breach of confidentiality such action as is appropriate may be applied to the individual or individuals in breach as is provided for under their own national law. Further, it is accepted that in the event of such proven breach GBT Management may limit the local dissemination of GBT EWC information designated as confidential to the country in breach for the duration of the information and consultation process in relation to which the breach has occurred.
- 8.8 Confidentiality remains binding even after such time as an individual ceases to be a member of the GBT EWC or to be employed by GBT save insofar as the information in question has entered the public domain.
- 8.9 Any obvious breach in confidentiality will result in the immediate removal from the GBT EWC of the person(s) responsible. Additionally, breaches in confidentiality may be dealt with through GBT disciplinary procedure and/or regulations set out in national law.

**9. PROTECTION OF EMPLOYEES**

- 9.1 The Employee Representatives exercising their functions under this Agreement will enjoy the same protection and guarantees provided for Employee Representatives by the national legislation and/or practice in force in their country of employment.
- 9.2 EWC representatives and deputies will not be subject to any discrimination resulting from the lawful exercise of their activities and must enjoy adequate protection as regards dismissal and other sanctions. Performing duties as an EWC Employee Representative or deputy will not adversely affect performance appraisals and career development in any way.

**10. ADAPTATION CLAUSE**

- 10.1 When the company acquires another company with a presence within the EU then, in the first instance the Employees' Representatives on the Coordinating Committee will meet with the Nominated Management Representative to discuss how the employees of the newly acquired company are to be incorporated into the GBT EWC. Where the acquired company itself has a European Works Council then management will arrange a joint meeting of the employee members of the Coordinating Committee, along with the select committee of the other EWC, in order to reach agreement on how the EWC(s) will function going forward.

In general, the following principles will guide such discussions:

- 10.2 Newly acquired companies with operations in EU and EEA member states where there is already a pre-existing company presence and representation on the GBT EWC shall be represented by the GBT EWC Employee Representative(s) until the completion of their term of office. Where significant numbers of staff are involved, a review of the number of representatives will be made to determine whether an increase in representation should occur.
- 10.3 Newly acquired companies with operations in EU and EEA countries without a presence and therefore having no Employee Representative on the GBT EWC, the company will arrange for the election/selection of the appropriate number of representatives in accordance with national law and/or practice. These Employee Representatives will take their seat on the GBT EWC as of the date of their election.
- 10.4 Attendance at any GBT EWC meeting by Employee Representatives appointed or elected from newly acquired companies is conditional upon acceptance of all the terms and conditions of this agreement and the relinquishing of the terms and conditions as may have existed under all other agreements entered into the relevant national laws.
- 10.5 In the event of any disputes, arising under the terms of this Agreement, the Management and the Coordinating Committee will seek to resolve them in good faith and in the spirit of cooperation. In the event that disputes cannot be resolved, the procedures following hereafter will apply:
- 10.6 Any issue of interpretation or any alleged violations of the provisions in this Agreement will be subject to arbitration by a panel of three arbitrators. The Management shall appoint one arbitrator and the Employee Representatives shall appoint the second. Both nominations will occur no later than three weeks after the complainant has addressed a written motivated notification to the other party. The two arbitrators will jointly appoint a third arbitrator within two weeks.
- 10.7 The arbitration panel will decide by a majority of votes and submit a recommendation to the Employee Representatives and the Management. If one or both parties deem the arbitration unacceptable or if one of the parties obstructs the panel's work at any stage of the process, a party may initiate a court action.
- 10.8 The parties agree that in any court action, the findings and recommendations of the arbitration panel may be admitted as evidence. The Labour Court of London, UK / Central Court of Arbitration will be the only competent court to deal with such disputes.
- 10.9 All costs related to the dispute resolution mechanism and subsequent legal action shall be borne by GBT.

**11. DURATION OF AGREEMENT**

- 11.1 This Agreement will last for four years from the date of signing by both parties. During the fourth year, the parties will review the effectiveness of the agreement. When re-negotiation of the Agreement has been entered into, the existing Agreement will remain in force until the signing of the new one.
- 11.2 At the end of the term either party may give 6 months' notice of withdrawal from the Agreement or initiate the renegotiation of clauses, which either party wishes to change under the terms of the Directive. A decision of the Employee Representatives to withdraw from the Agreement shall be made by a two-thirds majority of those members present and eligible to vote. Where the parties are satisfied with arrangements, the Agreement will continue for an indefinite duration subject to 6 months' notice of withdrawal from either party.



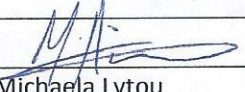

**12. LEGAL BASIS FOR THE AGREEMENT**

- 12.1 This Agreement is intended by the parties to be legally binding.

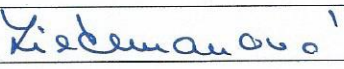
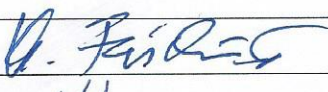

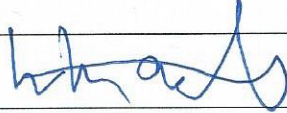
- 12.2 This Agreement will be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales, GBT Travel Services UK Limited having been designated by GBT as its Representative Agent. It is agreed by the parties that the Management will be entitled to nominate a new Representative Agent, whether based in the UK or elsewhere, which shall be subject to the obligations, and enjoy the rights, of the Representative Agent hereunder as if it had been a party hereto. Upon such nomination, this Agreement shall continue to be binding on the parties save that, thenceforth, this Agreement shall be governed by, and construed in accordance with the new local Law of the new nominated Representative Agent, and shall be subject to the exclusive jurisdiction of the courts of such country.
- 12.3 This Agreement is made in the English language, which shall prevail over other languages into which it may be translated.
- 12.4 This Agreement constitutes the entire agreement between the parties concerning the GBT EWC and supersedes all prior written or oral agreements between the parties concerning the GBT EWC. This Agreement can only be modified in writing signed by the Employee Representatives and the Management with the appropriate legal powers.

SIGNED BY the Parties on the dates indicated against their respective names.

Date:

	
Geert Menten, Chair EWC Coordinating Committee	Claire Gillingham VP, International Human Resources GBT Travel Services UK, Limited Nominated Management Representative
	
Jocelyn Vignon Coordinating Committee Member	Michaela Lytou Coordinating Committee Member
	
Marcella Maertens Coordinating Committee Member	Cristina Da Costa Coordinating Committee Member

Employee Representative of the EWC:

Country	Name	Position	Signature
Belgium	Geert Menten	Representative and Coordinating Committee Chair	
	Christiane Segers	Deputy	
Czech Republic	Anna Liedermanova	Representative	
	Dagmar Macakova	Deputy	
Denmark	Nina Edemann	Representative	
	Open	Deputy	
Finland	Kirsi Marja Vilja		
	Mika Numminen		
France	Jocelyne Vignon	Representative and Coordinating Committee Member	
	Estelle Moudiappanadin	Deputy	
Germany	Martin Pauly	Representative	
	Andreas Flickinger	Deputy	
Greece	Michaela Lytou	Representative and Coordinating Committee	
	Open	Deputy	
Hungary	Istvan Boromisza	Representative	
	Domnika Csontos	Deputy	
Netherlands	Marcella Maertens	Representative and Coordinating Committee	
	Open	Deputy	
Norway	Katinka Nicolaysen	Representative	
	Jens Orning	Deputy	
Poland	Anna W Adamczyk	Representative	
	Edyta Dobieszynska	Deputy	
Spain	Xavi Reig	Representative	
	Andreu Botan	Deputy	



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Sweden	Cristina Dacosta	Representative and Coordinating Committee	<i>Cristina Dacosta</i>
	Marika Hahn	Deputy	
UK	Francesca Warner	Representative	<i>Francesca Warner</i>
		Deputy	

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ANNEX I

Confidentiality Agreement (to be added)

ANNEX II

Countries where this Agreement applies to GBT employees and the approximate headcount of those countries at the time of signing, are:

Country	GBT Headcount	HRG Headcount
Belgium	224	22
Czech Republic	50	60
Denmark	140	18
Finland	174	43
France	876	107
Germany	677	600
Greece	36	0
Hungary	36	22
Netherlands	138	0
Norway	46	205
Poland	187	137
Spain	1012	0
Sweden	254	198
United Kingdom	850	1345

Employees of HRG shall be eligible for representation by the existing EWC representative upon the earlier of such time as (a) they become employees of GBT or (b) the local country HRG entity is merged with GBT in accordance with local laws.

Representatives from the following countries shall be invited to join the EWC at such time as the local country HRG entity is merged with GBT in accordance with local laws:

- Austria - 32
- Slovakia - 18



## GLOBAL BUSINESS TRAVEL

### APPENDIX 1 TO EWC AGREEMENT CONFIDENTIALITY AGREEMENT

I have read and understood the American Express Global Business Travel ("GBT") European Works Council Agreement and accept to be bound by its terms and provisions, including the appended European Works Council Operating procedures.

In particular, in accordance with clause 8 of the Agreement:

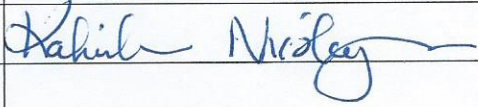


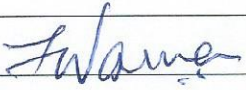
1. I agree that in general, all information presented by Management to the employee representatives at Works Council meetings will be of such a nature that it can be shared by the representatives with the employees they represent. Should Management wish any particular item or items to be regarded as confidential then this will be clearly signaled by Management before presenting the information in question.
2. I agree not to use the confidential information for my own purposes or for those of any person, company or organisation whatsoever except in the proper performance of my duties as Representative to the Works Council.
3. I accept that the Management may withhold any information from the GBT European Works Council which it claims is commercially sensitive or where the disclosure would be likely to significantly and adversely prejudice the economic or financial position of GBT or breach any provisions of law or other regulations to which it is subject including codes of conduct to which it may be subject.
4. I accept that the confidentiality provisions remain binding even after I cease to be a member of the GBT EWC or deputy of the GBT EWC, or cease to be employed by American Express GBT save insofar as the information in question has entered the public domain.
5. I am aware that should I breach these confidentiality provisions, it will result in my immediate removal from the GBT EWC. Additionally, breaches in confidentiality may be dealt with through GBT disciplinary procedures and/or regulations set out in national law.
6. I shall not make or communicate any verbal or written statement to the press, television, radio or media, nor shall I write any article for publication on any matter connected to the company without the prior express written permission of the company.

7. Notwithstanding the above, I can discuss confidential EWC business with my deputy/member of GBT EWC and the Coordinating Committee, so that he/she is in a position to substitute for me and I can substitute him/her if necessary, as long as they also have signed this Confidentiality Agreement.

Signed this \_\_\_\_\_ date of March 2019:

Employee Representatives and Deputies of the EWC:

Country	Name	Position	Signature
Belgium	Geert Menten	Representative and Coordinating Committee Chair	
	Christiane Segers	Deputy	
Czech Republic	Anna Liedermanova	Representative	
	Dagmar Macakova	Deputy	
Denmark	Nina Edemann	Representative	
	Open	Deputy	
Finland	Kirsi Marja Vilja		
	Mika Numminen		
France	Jocelyne Vignon	Representative and Coordinating Committee Member	
	Estelle Moudiappanadin	Deputy	
Germany	Martin Pauly	Representative	
	Andreas Flickinger	Deputy	
Greece	Michaela Lytou	Representative and Coordinating Committee	
	Open	Deputy	
Hungary	Istvan Boromisza	Representative	
	Domnika Csontos	Deputy	
Netherlands	Marcella Maertens	Representative and Coordinating Committee	

	Open	Deputy	
Norway	Katinka Nicolaysen	Representative	
	Jens Orning	Deputy	
Poland	Anna W Adamczyk	Representative	
	Edyta Dobieszynska	Deputy	
Spain	Xavi Reig	Representative	
	Andreu Botan	Deputy	
Sweden	Cristina Dacosta	Representative and Coordinating Committee	
	Marika Hahn	Deputy	
UK	Francesca Warner	Representative	
		Deputy	