



29 April 2015  
su15182cl

Ms Bergot  
Principal Director 4.3  
EPO Munich Isar R. 718

Subject: WG on recognition of trade unions

Dear Ms Bergot,

Thank you for your invitation to a meeting of the newly created Working Group on Union recognition.

The SUEPO has appointed the following persons to the WG

SUEPO Central legal expert  
Ivo Galli

SUEPO Munich  
Ion Brumme

SUEPO The Hague  
Alain Rosé  
Deputy: François Brévier

SUEPO Berlin  
Peter Kempen  
Deputy: Wolfgang Manntz

SUEPO Vienna  
David Dickinson  
Deputy: Johannes Schaaf

We would like to put the following documents on the agenda of the meeting:

- SUEPO draft framework agreement sent on 5 February 2014
- Agreement on Relations between the European Commission and the Trade Unions and Staff Associations ("Framework Agreement")
- Agreement between the European Commission and the representative trade union or professional organisations on the resources allocated to those organisations

We thank you for sending us any preparatory document well ahead of the meeting, for example but not limited to any legal analysis available to you.

We look forward to fruitful meetings on 11 May and 20 May.

Yours sincerely,



Joachim Michels  
Chairman of SUEPO Central  
On behalf of SUEPO TH-MU-BE-VI

Annexes:

1. SUEPO draft framework agreement sent on 5 February 2014
2. Agreement on Relations between the European Commission and the Trade Unions and Staff Associations ("Framework Agreement")
3. Agreement between the European Commission and the representative trade union or professional organisations on the resources allocated to those organisations

cc. Mr B. Battistelli, President  
cc. Mr J. Kongstad, Council Chairman

Zentraler Vorstand . Central Executive Committee . Bureau Central

05.02.2014

Su14020cl – 0.3.1/6.6

Mr Benoît Battistelli  
President of the EPO

ISAR - R.1081

### **Draft Proposal for a “Framework Agreement”**

Dear Mr President,

SUEPO represents nearly half of all EPO Staff.

It is a matter of both great concern and regret that the channels of communication between SUEPO and EPO Management have broken down. We trust you will agree that we cannot go on like this. Even though employers and unions naturally represent different perspectives, they should endeavor to cooperate as much as possible to ensure that the legitimate interests of both staff and organisation are protected and considered. In the current adversarial climate, we are all missing out on valuable opportunities to work together and further our collective interests.

We have heard your complaint that you are frustrated that SUEPO has not always spoken with one voice, and that it is therefore difficult to come to binding agreements. We take these concerns seriously and have carefully considered how SUEPO might better organize itself and interact more productively with the EPO.

To this end, please find attached a **draft proposal for a “framework agreement”** (“accord cadre”) that would regulate interactions between SUEPO and Management in a way that, we trust, will address many if not most of your concerns. This proposal is not entirely new: many elements result from previous working groups and decisions agreed between SUEPO and the EPO. For various reasons, it was not always possible in the past to bring such discussions to a conclusion. We hope that under your leadership and such a framework agreement this will now be possible.

We look forward to receiving your comments on this proposal by 19 February, wherein we ask that you indicate your willingness to enter into negotiations with SUEPO on this basis, should you approve it in principle.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'François Brévier', written in a cursive style.

François Brévier  
Deputy Chairman SUEPO Central  
On behalf of SUEPO MU, TH, VI, BE

## FRAMEWORK AGREEMENT ON RECOGNITION AND PROCEDURE

between:

**The European Patent Office**  
represented by the President

and

**The Staff Union at the EPO**  
represented by the Central Chairman  
on behalf of the local sections TH, MU, BE, VI

### A. DEFINITION OF TERMS

1. *The EPO*: the European Patent Office or the European Patent Organisation
2. *The Council*: the Administrative Council of the European Patent Organisation
3. *The President*: the President of the EPO and any official holding a delegation of power from the same.
4. *The Union*: The Staff Union at the EPO (SUEPO), consisting of the local sections of VI, BE, MU, TH.
5. *The Union Representatives*: the SUEPO officials duly elected by their members
6. *The Union Experts*: staff members, other than Union Representatives, having special skills and assuming an advisory role to the Union Representatives.
7. *Members*: members of SUEPO
8. *Staff*: all employees of the EPO.
9. JNC: Joint Negotiating Committee

### B. COMMENCEMENT DATE

This Agreement commences on \_\_\_\_\_

### C. OBJECTIVES

1. In drawing up this Agreement, the EPO and the Union recognise that the EPO exists to serve its users. The purpose of this Agreement is to ensure that employment practices in the EPO are conducted to the highest possible standards within the resources

available, and that equal opportunities are offered to employees or prospective employees and that the treatment of staff will be fair and equitable in all matters, even if in dispute.

#### **D. GENERAL PRINCIPLES**

1. The EPO and the Union accept that the terms of this Agreement are binding.
2. The Union recognises the President's responsibility to plan, organise and manage the work of the EPO in order to achieve the best possible results in pursuing its overall aims and objectives.
3. The EPO recognises the Union's responsibility to represent the interests of its members and to work for improved conditions of employment for them, and all staff in general. Accordingly, and without prejudice to the stipulations set out in section H2 below, the EPO shall consult the Union on any change in the working conditions of EPO staff, including but not limited to any changes in the Service Regulations and other Conditions of Employment, and ancillary regulations.
4. The EPO and the Union recognise their common interest and joint purpose in furthering the aims and objectives of the EPO and in achieving reasonable solutions to all matters which concern them. Both parties declare their common objective to maintain good employment relations.
5. The EPO and the Union accept that their respective relationship must follow the principles laid down in:
  - ILO Convention No. 87, concerning Freedom of Association and Protection of the Right to Organize;
  - ILO Convention No. 98, concerning the Application of the Principles of the Right to Organize and Bargain Collectively; and
  - ILO Convention No. 151, concerning the Protection of the Right to Organize and Procedures for determining conditions of Employment in the Public Sector.

The decisions and principles of the Freedom of Association Committee of the Governing body of the ILO shall define the interpretation of the conventions.

#### **E. UNION REPRESENTATION**

1. The EPO recognises SUEPO as a Trade Union, and undertakes to consult and negotiate with SUEPO on all matters set out in Clause H (2) of this Agreement.
2. The EPO will inform all new employees of this Agreement, will inform them of the possibility to join the union, and will provide facilities for them to talk to a representative as part of their induction procedure.
3. The EPO accepts that the Union's Members will elect their Representatives in accordance with their Union Rules, to act as their spokespersons in representing their interests.

4. The Union agrees to inform the EPO of the names of all elected Representatives in writing within five working days of their election, and to inform the EPO in writing of any subsequent changes, each time within five working days of the change having taken place. Persons whose names have been notified to the EPO shall be the sole Representatives of the SUEPO membership.
5. The Union may avail itself of the services of a reasonable number of Experts, whose knowledge and skills are essential to the good functioning of the Union and the provision of its services to the members and the EPO. The Union shall provide to the EPO a list of such Experts and notify any changes within five working days.
6. The EPO recognises that Union Representatives and Experts fulfill an important role, and that the discharge of their Union duties will in no way prejudice their career prospects or employment with the EPO.
7. The EPO recognizes that an important role of the Union is that of disseminating information: to Union members, but also all Staff members and, where appropriate, the Council and the President himself. The EPO undertakes not to interfere with reasonable use of office services for the purpose of maintaining communication with Union members and EPO staff.. The Union recognizes that, whilst enjoying a wide freedom of expression and communication, it must keep its information within the bounds of what is lawful, and must endeavour not to tarnish the reputation of the EPO where it is not warranted. The Union may report on any actions of the EPO and express their views on such actions.

## **F. UNION MEETINGS AND OTHER FACILITIES**

1. Meetings of Union Members may be held on the EPO premises outside core working hours and there shall be no restriction on the frequency or duration of such meetings.
2. Union meetings may be held on the EPO premises inside core working hours provided that the Union seeks the consent of the EPO. Such consent shall not be withheld without reasonable grounds. The Union shall provide the EPO with a timetable of regular Union meetings or give at least three working days notice of the intention to hold a meeting as appropriate.
3. The EPO agrees to provide reasonable and defined facilities to the Union Representatives to enable them to discharge their duties including the provision of suitable office space, notice boards and reasonable use of telephones, photocopiers, computers, internal email and internal post and communication services.
4. Subject to at least seven days notice and the agreement of the EPO, Union Representatives and Experts will be granted special leave without loss of pay to attend training courses run by the Union or other appropriate bodies which are relevant to the discharge of their Union duties. Such special leave may be subject to reasonable limits which are agreed between the EPO and the Union.

5. Union Representatives and Experts will be permitted to take reasonable paid time release from their normal duties to enable them to carry out their duties under this Agreement. Such time release may be subject to reasonable limits which are agreed between the EPO and the Union.

6. Subject to reasonable prior notice and the consent of the EPO which shall not unreasonably be withheld, Union Representatives will be afforded reasonable paid time release during working hours for the purpose of taking part in Trade Union activity.

7. In all other respects, elected Union Representatives and Experts shall conform to the same working conditions as all other employees.

8. Union Representatives and Experts shall be protected from negative measures as a consequence of their status as officials of the Union or actions undertaken on behalf of the Union.

## **G. SUPPORT FOR GRIEVANCE AND DISCIPLINE PROCEDURES**

1. The EPO recognises the Union's right to assist or represent the interests of all or any of its members at any stages during grievance and disciplinary procedures, and to call in Union advisors who are not employees of the EPO wherever this is considered appropriate.

2. The EPO undertakes to inform the any staff member faced with an investigation, disciplinary action, or other negative measures, of the possibility to seek Union representation. Failure to comply with this requirement will constitute a formal flaw in the disciplinary proceedings.

## **H. JOINT NEGOTIATING COMMITTEE**

1. The EPO and the Union agree to set up a joint Negotiating Committee consisting of representatives of both sides.

2. The joint Negotiating Committee is competent to negotiate and find an agreement on:

- Working time (e.g. hours of work, part-time home working, flexi-time)
- Holiday, Leave and Sickness Arrangements
- Remuneration and allowances
- Career perspectives and structure
- Pensions and Social Security
- Health and safety
- Working Tools
- Staff Amenities
- Career, Training and Recruitment
- Redundancy and Redeployment
- Equal Opportunities Policies



- Disciplinary, Grievance and Litigation Procedures
- Any other item which both sides agree to refer to the JNC.

3. The Negotiating Committee shall consist of:

- (a) up to seven members appointed by the President
- (b) up to seven members appointed by the Union, wherein:
  - at least four members must be Representatives with the mandate and power to negotiate and, if negotiations are successful, enter an agreement,
  - up to three members can be Experts nominated by the Union to assist the representatives by providing their advice and knowledge in particular areas to be discussed.

4. The composition of the Negotiating Committee may vary depending on the subject to be discussed.

5. The JNC is to establish a code of practice. Lack of adherence to the code of practice can be construed as prima facie evidence of lack of co-operation or bad faith in dispute procedures.

## I. NEGOTIATIONS

1. The EPO and the Union recognize that negotiation is a dialogue with the intention to reach agreement or understanding or to resolve differences. Negotiated agreements support the goals of social peace and are therefore in the interests of all parties. Negotiation is most effective where it takes place in an environment of open dialogue between independent parties acting in good faith.

1. A shared understanding of problem perspective is an essential requirement for effective dialogue, therefore any party presenting a problem undertakes to provide complete supporting evidence. Where statistics and data are required to transparently assess the problem, the EPO undertakes to provide this and permit the Union adequate time to analyse the data, or alternatively permit a jointly selected external auditor to provide such an analysis.

2. Negotiations may be initiated by either the EPO or the Union.

3. Successful negotiations will result in a joint **agreement which is binding on both parties**, The agreement will normally address the following :

- a) The principles underlying the agreement including the issues it seeks to resolve.
- b) The measures agreed.
- c) How the EPO will implement the agreement including translation into internal regulations, guidelines or instructions.
- d) Any special agreements regarding how disputes regarding implementation of the agreement will be resolved.
- e) That the Union is bound to support the terms of the agreement and not to organise or support actions seeking to challenge the agreement whether by legal means or through industrial action.
- f) The duration of the agreement

g) The terms under which the agreement may be terminated prematurely.

4. In the event of a **breakdown in the negotiations**, or if it is impossible to reach a reasonable settlement, either party may request dispute resolution measures in accordance with section K below.

## **J. INDUSTRIAL ACTIONS**

1. The EPO recognizes that employees have the right to participate in industrial actions without fear of retribution or sanctions. The EPO may make reasonable deduction of emoluments corresponding to any labour withheld in the course of a strike.
2. The Union is entitled to call for and organize general or local industrial actions, including but not limited to strikes. Industrial actions shall be undertaken only after a positive ballot by the Union respective members. The Union is required to ensure that ballot is witnessed by an independent observer who will prepare a report on the ballot. The EPO is to be provided with a copy of this report. Industrial actions shall be considered approved, if a quorum of at least 30% of the Union members cast a vote, and a simple majority of the votes cast are in favour of industrial action. The organisation and modalities of the ballot are at the discretion of the Union.
3. Paragraph J(2) applies mutatis mutandis to the local sections of the Union, whereby, any industrial actions so organised are limited to the site represented by that local section.
4. The Union, or local section, shall inform the President of any industrial action so planned. Barring force majeure or other serious cause, the Union shall inform the President in advance of a strike, with a period of notice of no less than 5 days.
5. The President may requisition personnel, but not more than absolutely necessary for:
  - ensuring the security of the EPO premises or persons;
  - guaranteeing the minimum maintenance of facilities and equipment, so that work can resume immediately after the strike has ended;
  - providing essential services to the EPO's customers, to secure rights that would otherwise be lost (incoming patent applications).
6. For SUEPO and its members, this agreement, in particular paragraphs J(1) and (2), supersedes any other general provision regulating the right to organise and participate in industrial actions. This agreement does not invalidate or otherwise affect those provisions in so far as SUEPO and its members are not concerned.

## **K. RESOLUTION OF DISPUTES**

1. Where either party has a dispute with regard to:
  - a. The implementation of this agreement
  - b. Any dispute arising during negotiation or the refusal of either party to enter into negotiation.
  - c. The implementation of any agreement entered into by both parties
  - d. Industrial actionseither party may request recourse to mediation or arbitration procedures.
2. Mediation
  - a. Either party may submit to the other party a motivated request for mediation. Such a request shall not be unreasonably refused and both parties shall cooperate towards a swift resolution of the matter.
  - b. The mediator shall be a recognised professional mediator chosen jointly by the EPO and the Union.
  - c. The place and format of the mediate shall be jointly agreed by both the EPO and the Union.
  - d. Mediation shall be confidential and without prejudice to either party.
  - e. Any statement or offer made during mediation procedures shall not be binding on either party.
  - f. Successful mediation will result in a joint agreement between both parties which resolve the matter under dispute.
  - g. Unless the both parties agree otherwise, mediation procedures are exhausted where: a party refuses mediation; or the procedures have not resulted in an agreement within 3 months from the date on which the reasoned request was submitted.
3. Arbitration
  - a) Where mediation is exhausted and a dispute has not been resolved to the satisfaction a party, either party may submit the dispute to binding arbitration, an arbitration board which must be established jointly by the EPO and the Union and conducted in accordance with Annex A to this agreement.
  - b) The Arbitration procedure must be completed within 6 months from a reasoned request for Arbitration submitted by either party. In exceptional circumstances with the agreement of both parties, the 6 month time limit may be extended up to maximum of a further 6 months.
  - c) During dispute procedures under this agreement, neither party shall undertake unilateral actions with regard to the issue under dispute, barring exceptional and grave circumstances such as force majeure, risk to the health and safety of individuals, serious and irreparable harm to either party
  - d) No decision of the EPO is considered final until all dispute procedures under this agreement are exhausted.
4. Other proceedings
  - a. Where the fundamental rights of either party are in jeopardy, relief can be sought from a domestic Court or the ATILO.
  - b. If a party does not faithfully follow and implement the decision on arbitration, the other party may seek relief from a domestic Court or the ATILO.

- c. Individual union members, when personally affected by an adverse decision, retain the right to address their grievance internally and to the ATILO.

**L. MISCELLANEOUS PROVISIONS**

- 5. This Agreement may be amended at any time with the consent of both parties.
- 6. The Agreement shall not terminate except by mutual consent.
- 7. In the unlikely event of a dispute on the interpretation of this Agreement that cannot be resolved through a mutual agreement, the procedures and standards defined in Clause K shall apply *mutatis mutandis*. For this purpose, industrial action under Clause J shall be excluded.

for SUEPO  
SIGNED \_\_\_\_\_  
DATE \_\_\_\_\_

for EPO  
SIGNED \_\_\_\_\_  
DATE \_\_\_\_\_

## **ANNEX A**

### **Arbitration Procedures**

Arbitration is the submission of the matter under dispute to an independent judicial board for binding decision.

- I) Establishment of the arbitration board.
  1. All decisions with regard to the establishment of the Arbitration Board are to be taken jointly between the EPO and the Union.
  2. The Arbitration Board may be established by:
    - a) a permanent board
    - b) an ad-hoc board
    - c) access to a competent national court
- II) Selection of Members
  1. Where option a or b above are selected the following will apply: The Arbitration Board will consist of 5 members, 2 legal members, 2 lay/advisory members, and a Chairman.
    - The legal members must be qualified jurists in the area of labour law or industrial relations
    - The Chair must have at least 5 years experience as a judge or substantial equivalent experience as a Chair of arbitration boards, both must be in the area of labour law.
    - Lay members will have thorough knowledge of the EPO and labour law / labour relations within an international organisation. Lay members may be serving or retired staff members of the EPO. Where the members are serving staff of the EPO paid time release will be provided.
  2. Each party will nominate one legal member and one lay member. The Chair shall be nominated by the other 4 members.
  3. All arbitrators shall be bound to act independently and impartially, they shall neither seek nor take instructions.
- III) Proceedings:
  - Public, oral hearings must be provided if requested by either party
  - Power to investigate and order disclosure
  - Witnesses may be heard
  - All presentations to the Arbitration Board must be truthful and compete. Knowingly incorrect or misleading statements may result in disciplinary proceedings.
  - The reasoned findings of the Board will be published

#### IV) Governing law

- Customary law including fundamental rights
- Service regulations of the EPO
- Case law of the ILOAT
- If applicable, procedural rules of the relevant national Court selected under I.c).
- Insofar as applicable, the laws governing the juridical personality of SUEPO

#### V) **Forms of relief**

- annulment
- declaratory relief (statement on legality / consistency with fundamental rights)
- orders and injunctions
- specific performance
- damages (including moral and punitive damages)

#### VI) Limitation of liability

- Personal liability of individual Union members or Union representative is excluded except where provided by the relevant laws other than the Service Regulations of the EPO.

#### VII) Costs

- The costs of the arbitration procedure are to be paid by the EPO
- The cost of the parties are to be borne by the parties themselves.
- The arbitrator may, for grave and duly substantiated reasons, make an exceptional award of costs against one party. Such awards shall be reasonable and proportionate.

**AGREEMENT ON RELATIONS BETWEEN  
THE EUROPEAN COMMISSION AND  
THE TRADE UNIONS AND STAFF ASSOCIATIONS  
("FRAMEWORK AGREEMENT")**

The European Commission, represented by Siim Kallas, Vice-President of the European Commission with responsibility for administrative affairs, audit and anti-fraud,

of the one part,

AND:

the trade unions and staff associations listed below,

of the other part:

- Having regard to Articles 9(3), 10, 10a, 10b, 10c, 24b and 55 of the Staff Regulations of Officials of the European Communities;
- Having regard to Articles 11, 54 and 81 of the Conditions of Employment of Other Servants of the European Communities;
- Having regard to Articles 27 and 28 of the European Charter of Fundamental Rights;
- Having regard to the 1974, 2003 and 2006 Framework Agreements;

HAVE AGREED AS FOLLOWS:

## **Title 1: General provisions**

### Article 1: Scope

This Framework Agreement governs relations between the European Commission and the trade unions and staff associations.

### Article 2: Freedom of association

The parties to this Framework Agreement confirm their support for freedom of association.

Officials, retired officials and other servants of the European Commission may be members of a trade union or staff association of European officials.

### Article 3: Role of the trade unions and staff associations

The European Commission wishes to underline its recognition of the importance of the role and responsibility of the trade unions and staff associations by involving them in the most transparent and effective way possible in the life of the Union's institutions and bodies.

The trade unions and staff associations shall act in the general interest of the staff without prejudice to the powers conferred on the staff committees by the Staff Regulations.

### Article 4: Membership of a trade union

Membership of a trade union or staff association, participation in trade union activities or the holding of office in a trade union shall in no way adversely affect the member's professional position or career.

### Article 5: Exchange of information

The trade unions and staff associations shall be fully independent in their actions and shall send the Commission their articles of association and the names of their elected officials.

Likewise, the Commission shall send the trade unions and staff associations all the relevant information on its organisation and on those responsible in the field of policy and staff management.



## **Title 2: Trade unions**

### Article 6: Recognition

The parties agree on the principle of official recognition of the trade unions and staff associations of European Commission personnel.

This recognition implies the acceptance by each party of the other as a social dialogue partner.

### Article 7: Criteria for recognition of the trade unions and staff associations

Trade unions and staff associations shall be recognised:

- if they declare that their statutory aim is the defence of the interests of all members of staff without any discrimination based on any ground, such as function group, nationality, nature of connection with the Commission, gender, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation;
- if they confirm that they have been legally constituted.

### Article 8: Groupings of recognised trade unions and staff associations

Recognised trade unions and staff associations may act alone or may form groupings of recognised trade unions and staff associations.

A grouping is defined as an organisational structure of a federal, confederal or other nature, governed by an official agreement notified to the European Commission, bringing together two or more recognised trade unions or staff associations in one or more places of employment.

The term "organisation" shall be used in this Agreement to refer either to a trade union/staff association or to a grouping thereof.

The organisations may be affiliated to international and/or national trade union organisations.

### Article 9: Representativeness of the organisations

The European Commission shall recognise as representative the recognised organisations which meet the following two criteria:

- they represent at least **6%** of European Commission staff at central level and 5% at local level (in a single place of employment);
- they have at least **400** fully paid-up members who are officials, other servants or retired officials of the European Commission.

Organisations meeting the above representativeness criteria shall be permitted to sign this Framework Agreement as signatory representative organisations.

Their signature may be accompanied by the co-signature of the member elements of the signatory representative groupings.

Article 10: Representativeness criteria to be fulfilled by the organisations

a) The results of the statutory elections of the local sections of the Staff Committee shall be calculated as follows.

The calculation shall be based on the number of votes cast and weighted in accordance with the method laid down in Annex 2. The adjustment of representativeness as provided for in Annex 2 shall take place after a complete round of elections for the local sections of the Staff Committee.

However, at the written request of a representative organisation, the adjustment may be made on the occasion of each election of a local section of the Staff Committee.

b) The number of members of the organisations shall be notified by a declaration by the chairman of the organisation to an independent body selected in accordance with the concertation rules.

After verification, this body shall notify the Administration as to whether or not the organisations exceed the threshold. The verification procedure shall be as follows: submission of a copy of the organisation's articles of association, of proof that the members are fully paid-up and of documentation proving that regular meetings are held by the organisation with its members. The declaration and the verification of the threshold of the representative organisations shall be made every three years.

The independent body may not under any circumstances notify the Administration or any other body of the exact number of members of an organisation.

Article 11: Loss and restoration of representativeness

Any signatory representative organisation which no longer meets one of these criteria shall be notified by the Administration and its rights as a representative organisation under this Framework Agreement shall be suspended within three months.

Such rights shall be immediately restored on verification that the thresholds in question have again been reached.

The Administration shall notify the other signatory representative organisations accordingly.

### **Title 3: Concertation**

#### Article 12: Partners

The representative organisations which are parties to this Framework Agreement may conclude agreements with the European Commission through the concertation procedure in accordance with the arrangements set out in this Framework Agreement.

#### Article 13: Programming of the proceedings

At the beginning of each year, the Commission shall send the recognised organisations a provisional list of the main items that are to be the subject of social dialogue.

This list may change according to the Commission's work programme and current social issues at any given time.

Without prejudice to any changes that may be made in the course of the year, the signatory representative organisations may also inform the Commission of the list of items they wish to have discussed within the framework of social dialogue.

In cooperation with the signatory representative organisations, the social dialogue unit shall be responsible for establishing, as necessary and at the request of one of the signatory parties, a list of items to be tabled for discussion within the framework of social dialogue and for ensuring their preparation and follow-up.

#### Article 14: Scope of social dialogue

1. Social dialogue may relate to any matters relating to staff policy and the working conditions of officials and other servants.
2. Concertation may be held in connection with:
  - amendments to the Staff Regulations of Officials, the annexes thereto and the Conditions of Employment of Other Servants
  - new rules and decisions or amendments to existing rules and decisions concerning implementation of the Staff Regulations of Officials or the Conditions of Employment of Other Servants.

There shall be no concertation on the implementation of existing rules and decisions. Such matters fall solely within the competence of the Staff Committee (with the exception of those discussed at social dialogue meetings), which can use the normal procedures for consultations with the Administration.

3. However, where there is major disagreement at central or local level following a decision implementing existing rules, concertation may take place at the technical and/or political level once all the normal procedures for consultations with the Administration have been exhausted.

4. Concertation shall be organised with DG ADMIN in accordance with the procedures and conditions laid down below.

However,

- where matters in areas falling within the competence of the appointing authority or the authority responsible for concluding contracts of employment are dealt with by DG RELEX, Annex 3 shall apply;
- where matters in areas falling within the competence of the appointing authority or the authority responsible for concluding contracts of employment are dealt with by DG RTD or DG JRC, Annex 4 shall apply.

5. In addition, at the request of a signatory representative organisation or of the Administration, a social dialogue meeting may be held at the appropriate level, including at local level.

Such social dialogue meetings may be held about any matters relating to staff policy and the working conditions of officials and other servants which do not fall within the scope of concertation.

#### Article 15: Concertation bodies

Concertation shall take place in a concertation body made up of a maximum of 25 members of the signatory representative organisations distributed on the basis of their respective representativeness as perceived at the central level of the European Commission.

Each signatory representative organisation shall be free to decide on the composition of its delegation and may, in addition, invite two persons to provide technical assistance.

The composition of the concertation body is laid down in Annex 1. The composition of the body shall be adjusted after a complete round of elections to the local sections of the Staff Committee.

However, at the written request of a signatory representative organisation, the adjustment may be made on the occasion of each election of a local section of the Staff Committee.

However, in the case of political concertation and at the request of the European Commission or of a signatory representative organisations, the concertation body may sit in a restricted configuration of a maximum of 15 members of the signatory representative organisations.

Each signatory representative organisation shall be free to decide on the composition of its delegation. A maximum of four persons may be invited to provide technical assistance.

The restricted composition of the concertation body is set out in Annex 1.

#### Article 16: Concertation levels

Concertation shall operate at three levels:

- administrative, with the departments responsible (Director) and/or the representative for social dialogue
- technical, with the Director-General of DG ADMIN
- political, with the Commissioner responsible for personnel and administration.

At each concertation level, the signatory parties shall work to reach an agreement.

#### Article 17: Administrative and technical concertation

Administrative or technical concertation is organised at the request either of the Administration or of a signatory representative organisation.

Technical concertation may be organised either directly or in the event of disagreement following administrative concertation.

Requests submitted by the signatory representative organisations must be presented and justified as clearly as possible in writing.

The Administration has ten working days to grant a request for concertation.

Refusals to grant concertation must be justified in writing.

The timetable for the preparation and holding of concertation meetings must be notified within ten working days of acceptance of the request following prior consultation of the signatory representative organisations.

Concertation shall begin after the relevant documents have been sent within six weeks of the Administration's reply to the request for concertation.

If the request for concertation is refused, a social dialogue meeting shall be held at administrative level at the request of a signatory representative organisation.

#### Article 18: Political concertation

Political concertation shall take place with the Commissioner responsible for personnel and administration.

Following technical concertation, political concertation may be held if there is disagreement on the part of the members of the concertation body representing the majority of the signatory representative organisations.

Where there is majority agreement at technical level, one or more signatory representative organisations with at least 20% representativeness at central level may request political concertation.

Following technical concertation, if there is unanimous agreement on the part of the members of the concertation body representing the signatory representative organisations, the concertation process shall be closed.

#### Article 19: Outcome of concertation

Following concertation at any level, a document recording the majority agreement or disagreement shall be drawn up after verification of the positions of the signatory representative organisations taking account of their representativeness calculated according to the table in Annex 1.

After concertation, each signatory representative organisation must indicate a single position. The positions of the member elements of the representative trade unions and staff associations may be indicated in the record of the concertation proceedings.

#### Article 20: Conciliation procedure

In the event of persistent disagreement at political level, either the Commissioner or the signatory representative organisations may propose the opening of a conciliation procedure.

This procedure shall involve:

- for conciliation proceedings proposed by the trade unions and staff associations, the sending to the Commissioner of a request for the opening of a conciliation procedure listing the items submitted for concertation;
- the opening of a cooling-off period during which the Commissioner shall report to the full Commission on the positions of all the parties; this period should not generally exceed ten working days;
- the convening of a conciliation meeting, which shall take place at a meeting of the concertation body sitting in restricted configuration.

#### Article 21: Interinstitutional concertation

Participation by the signatory representative organisations and the Administration of the European Commission in interinstitutional concertation proceedings shall take place in accordance with the Commission rules in force, particularly as regards respect for the representativeness of the organisations.

Before participation by the European Commission in interinstitutional concertation proceedings, a preparatory meeting may be held between the signatory representative organisations and the Administration.

The results of interinstitutional concertation negotiations may be submitted for validation within the European Commission in the concertation bodies provided for by this Framework Agreement.

However, if the Commission and a majority of the signatory representative organisations consider that such validation is not necessary, they need not submit the results to the said concertation bodies.

## **Title 4: Exercise of trade union rights**

### *Chapter 1: Conditions for the exercise of trade union rights*

#### Article 22: Trade union premises

The Administration shall make premises available to the representative organisations or their member elements for activities directly involving Commission staff.

These premises must be located in the Commission's administrative buildings.

The representative organisations shall be requested not to declare these premises as the offices of their non-profit-making association ("ASBL").

#### Article 23: Meetings

The representative organisations (and their member elements) shall have the right to hold meetings in the administrative buildings.

Staff attending these meetings must comply with the security rules in force in Commission premises and follow the instructions of the Commission's security services.

One or more recognised organisations (or their member elements) may call general meetings of the staff provided that they give the competent authority at least two working days' notice.

#### Article 24: Sending e-mails to staff

The Administration may authorise the representative organisations (and their member elements) to send e-mails from their functional inbox to all staff.

A specific code of good practice shall apply to the sending of these e-mails.

#### Article 25: Distribution of trade union documents

Trade union documents shall be distributed to staff offices in the administrative buildings by the central and DG internal mail departments.

Recognised organisations may use the internal mail service to distribute this mail to staff.

#### Article 26: Administration facilities to be made available to the organisations

For the purpose trade union activities, the Administration may authorise the recognised organisations to use the Commission's translation, reproduction and communication facilities, in return for payment against invoices.

If so requested, the Commission shall provide the recognised organisations with a home page on IntraComm.

### Article 27: Operational resources

Resources shall be made available only to the representative organisation which are party to this Framework Agreement in accordance with an agreement on resources.

The distribution of these resources shall be specified in an annual protocol on resources.

### Article 28: Staff hired by the trade unions and staff associations under private law contracts

The representative organisations may, out of their own funds, employ staff under private law contracts in the Commission premises made available to them.

The representative organisation must inform the Administration of the identity of such staff and the tasks to be carried out by them.

For security reasons, the conditions under which such staff can access the premises and use the Commission's operational resources must first be approved by the Administration.

The representative organisations shall comply with labour law provisions with regard to such staff.

The Commission shall accept no responsibility with regard to staff hired directly by the trade unions and staff associations under private law contracts.

The Commission would point out that it has no contractual relationship with them.

## *Chapter 2: Trade union representatives*

### Article 29: Permission for absence from duties

Authorised delegates of the signatory representative organisations may be permitted to absent themselves from their duties for specific and well-defined trade union activities, in accordance with rules to be laid down by the Administration.

### Article 30: Staff serving on a signatory representative trade union or staff association

Staff may serve (full-time or part-time) on a signatory representative trade union or staff association under an agreement concerning the resources assigned to the signatory representative organisations.

A yearly memorandum of understanding on resources allocates the available resources among the signatory representative organisations on the basis of their representativeness, calculated according to the table in the Annex.

To facilitate management and distinguish more clearly between staff committee activities and trade union and staff association activities such staff may not simultaneously serve part-time on a signatory representative organisation and part-time on a staff committee.



From the entry into force of this Framework Agreement, such staff may not serve for more than six consecutive years on a signatory representative organisation.

After six consecutive years they must return to the Commission's services for at least four years before serving again on a signatory representative organisation for a further period of not more than six years.

Staff serving on a signatory representative organisation must devote themselves exclusively to this task on the basis of a job description and the setting of objectives.

Article 31: Leave for trade union activities

In accordance with the rules in force on leave, special leave for trade union purposes, not exceeding four days per year, may be granted to duly designated delegates (officials/other servants) of the recognised organisations so that they can take part in trade union assemblies or congresses.

Article 32: Training leave for trade union purposes

Special training leave may be granted for training as trade union officials on the same conditions as for staff training at the request of the representative organisations.

Article 33: Duties carried out in the interests of the Commission

The signatory representative organisations may designate authorised delegates to participate in meetings of the concertation body and in working groups organised by the Administration.

Duties performed by trade union delegates as part of concertation proceedings shall be considered part of the duties they are required to perform in their service of origin.

Article 34: Career management for trade union representatives

The provisions for staff representatives laid down in the Commission decisions of 18 June 2006 on general provisions for implementing Articles 43 and 45 of the Staff Regulations shall apply.

## **Title 5: Work stoppages**

### Article 35: Concerted work stoppages

In the event of a labour dispute, concerted work stoppages may only be decided on by one or more signatory representative organisations and only after all the means of social dialogue have been exhausted, save in exceptional circumstances.

### Article 36: Prior notice

The signatory representative organisations involved shall serve notice of any concerted work stoppages.

### Article 37: Period of notice

This notice shall be served five working days before the planned start of the strike.

In exceptional circumstances, strike notice may be given up to fifteen days in advance without indicating the planned start of the strike, it being understood that the Administration shall always be warned at least three working days before the actual start of the strike, so that it can take the measures laid down in Articles 40 and 41.

### Article 38: Content of notice

The strike notice shall state the reasons for the concerted work stoppage and the form it is to take. If there is to be a series of stoppages, the timetable shall be notified to the Administration. Any change to this timetable shall require a new strike notice of at least 24 hours.

### Article 39: Use of period of notice

The period of strike notice shall be used by both parties to negotiate a settlement of the dispute at the appropriate level.

### Article 40: Concertation concerning the list of staff required to remain at their posts

Once the strike notice has been served on the Administration, concertation shall commence between the Commission representatives and the organisation(s) calling the concerted work stoppage with a view to establishing the list of jobs whose holders must remain at their posts. This restricted list shall be communicated to all staff.

### Article 41: Jobs whose holders may be required to remain at their posts

Jobs whose holders may be required to remain at their posts shall include those involving responsibility for the safety of persons and property and those on the restricted list decided on in the concertation proceedings referred to in Article 40.

### Article 42: Freedom of action for staff choosing to strike

Staff choosing to strike shall be free to do so without let or hindrance.

Article 43: Freedom to work for staff choosing not to strike

During the concerted work stoppage, staff choosing not to strike shall be free to do so without let or hindrance.

Staff choosing not to strike shall have free access to their place of work.

Article 44: Non-payment of strike days

The Commission considers that it has sole responsibility for non-payment for days on strike.

Article 45: Return to work

The arrangements for returning to work shall be the subject of concertation between the Commission and the signatory representative organisation(s) involved in the dispute.

## **Title 6: Final provisions**

### Article 46: Entry into force

This Agreement shall enter into force on [date of signature with the first signatory representative organisation] for an indefinite period.

### Article 47: Annulment

After an initial period of three years from the date of its entry into force, this Agreement may be annulled by one of the signatory parties provided that it gives three months' notice in writing to the other parties concerned.

This Agreement shall cease to have effect as of the first of the month following expiry of the period for the party/ies that have requested its annulment.

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Done at Brussels,

For the representative trade unions  
and staff associations

For the European Commission

## GLOSSARY

Terms	Definition
Grouping	A grouping is defined as an organisational structure of a federal, confederal or other nature, governed by an official agreement notified to the European Commission, bringing together two or more recognised trade unions and staff associations in one or more places of employment.
Organisation	The term "organisation" is used in this Agreement to refer either to a trade union/staff association or to a grouping thereof.
Recognised organisation	<p>A recognised organisation is a trade union/staff association or a grouping thereof</p> <ul style="list-style-type: none"> <li>▪ which declares that its statutory aim is the defence of the interests of all members of staff without any discrimination on any ground, such as function group, nationality, nature of connection with the Commission, gender, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age or sexual orientation);</li> <li>▪ which confirms that it has been legally constituted.</li> </ul>
Representative organisation	<p>A representative organisation is a recognised organisation which meets the following two criteria:</p> <ul style="list-style-type: none"> <li>▪ It represents at least 6% of European Commission staff at central level and 5% at local level (in a single place of employment) in elections of the local sections of the Commission's staff committee;</li> <li>▪ It has at least 400 fully paid-up members who are officials, other servants or retired officials of the European Commission.</li> </ul>
Signatory representative organisation	A signatory representative organisation is a representative organisation that has signed this Framework Agreement.

## Summary

		Signatory representative organisations	Representative organisations	Recognised organisations
Article 12	Conclusion of agreements with the Commission through the concertation procedure	Yes		
Article 13	Sending of a list of the items in the Commission's work programme that may be the subject of social dialogue	Yes	Yes	Yes
Article 13	Sending to the Administration of a list of the items that may be the subject of social dialogue	Yes		
Article 14	Requests for social dialogue meetings	Yes		
Article 15	Designation of members of the concertation body	Yes		
Article 17	Requests for administrative and technical concertation	Yes		
Article 18	Requests for political concertation	Yes		
Article 20	Conciliation procedure	Yes		
Article 21	Participation in interinstitutional concertation	Yes		
Article 22	Making premises available in the Commission	Yes	Yes	
Article 23	Holding meetings in Commission premises	Yes	Yes	
Article 23	Holding general staff meetings	Yes	Yes	
Article 24	Sending e-mails to staff	yes	yes	
Article 25	Distributing trade union documents	yes	yes	yes
Article 26	Making available administration facilities in return for payment against invoices	yes	yes	yes
Article 26	Making available an IntraComm home page	yes	yes	yes
Article 26	Making available human and financial resources	yes		
Article 28	Hiring staff under private law contracts	yes	yes	
Article 29	Permission for absence from duties	yes		
Article 30	Staff serving on trade unions or staff associations	yes		
Article 31	Leave for trade union activities	yes	yes	
Article 32	Training leave for trade union purposes	yes	yes	
Article 35	Work stoppages	yes		
Article 36	Strike notice	yes		
Article 40	Participation in concertation proceedings concerning the list of persons required to remain at their posts	yes		
Article 45	Participation in concertation proceedings concerning arrangements for returning to work	yes		

**Agreement between the European Commission  
and the representative trade union or professional organisations  
on the resources allocated to those organisations**

THE EUROPEAN COMMISSION (hereinafter “the Commission”)

AND

THE FOLLOWING REPRESENTATIVE TRADE UNION OR PROFESSIONAL ORGANISATIONS (hereinafter “the OSPs”):

- the Confederal Alliance of Free Trade Unions (ALLIANCE),
- the European Civil Service Federation (FFPE),
- l’Union syndicale fédérale (USF),
- Confederation-SFE (CONF-SFE),
- Joint front USHU-U4U (RS USHU-U4U),

Having regard to Article 10(c) of the Staff Regulations of Officials of the European Union (hereinafter “the Staff Regulations), which authorises the Commission to conclude agreements concerning its staff with its representative trade unions and staff associations,

Having regard to Article 24(b) of the Staff Regulations which entitles officials to exercise the right of association, and in particular to be members of trade unions or staff associations of European officials,

Having regard to Article 7(a) of the Conditions of Employment of Other Servants of the European Union (hereinafter “the CEOS”),

Having regard to the agreement on relations between the European Commission and the trade unions and staff associations (hereinafter “the framework agreement”),

Whereas:

- (1) An agreement should be concluded on the resources allocated to the representative OSPs to facilitate the implementation of the framework agreement.
- (2) This agreement does not entail any budgetary commitment within the meaning of Article 10(c) of the Staff Regulations.
- (3) The current framework agreement acknowledges the role of the representative OSPs as social dialogue partners.
- (4) Trade-union representatives duly appointed by a representative OSP should be allowed to carry out the trade-union activities mentioned in Articles 29, 31, 32 and 33 of the framework agreement.
- (5) Under this agreement, the Commission makes available to signatory representative OSPs the necessary resources for the smooth operation of in-house social dialogue, in accordance with the framework agreement.
- (6) Only representative OSPs which are signatories of the framework agreement may sign this agreement.

(7) The annual distribution of resources between the signatory representative OSPs will be carried out on the basis of a memorandum of understanding on resource allocation, based on the representativity of the various OSPs at central level, assessed in accordance with the provisions of the framework agreement.

(8) The representative organisations which are signatories of this agreement undertake to ensure optimum use of the resources made available to them, in accordance with the Financial Regulation and the detailed rules for its implementation,

HAVE AGREED AS FOLLOWS:

## **Title 1: Human resources**

### **Article 1: Scope**

(1) The Commission shall exempt staff of its services from their respective duties to enable them to carry out trade-union duties as referred to in the framework agreement (“exemptions”).

(2) All staff covered by the Staff Regulations or the CEOS are eligible for exemption pursuant to paragraph 1.

### **Article 2: Number and distribution of exemptions**

(1) The maximum number of exemptions pursuant to Article 1(1) shall be twelve (12) full-time equivalents (FTEs).

(2) Exemptions shall be distributed between the representative OSPs which are signatories of this agreement and that have their headquarters in the European Union, according to their representativity at central level.

(3) The exact distribution of exemptions provided for in paragraph 1 shall be established in a memorandum of understanding between the OSPs and the Directorate-General for Human Resources and Security (hereinafter “DG HR”) on the allocation of resources to staff representatives. That memorandum of understanding shall be established at least once a year, at the beginning of the year or whenever the representativity calculated at central level changes.

### **Article 3: Exemption procedure**

(1) The managing bodies of the representative OSPs shall send the Director-General of DG HR any new exemption requests and any requests to rejoin the original department.

(2) They shall also inform DG HR of any change in the union membership of exempted members.

(3) The Director-General of DG HR shall decide whether or not to exempt the staff member concerned. Any request for exemption, amendment of an exemption or to rejoin the staff member’s original department shall be subject to a decision of the Director-General of DG HR. This power may be delegated and subdelegated.

### **Article 4 : Exemption conditions**

(1) An exemption may be granted on a full-time (100%) or part-time (50% or 25%) basis.

(2) An exemption is granted solely for the place of employment of the staff member concerned.

(3) Exempted staff may not combine an exemption granted for trade-union purposes with an exemption granted for duties under the Staff Regulations.



(4) The framework agreement shall establish the duration and conditions of the exemption.

The staff concerned may not be exempted for more than six (6) consecutive years, regardless of the nature of the exemption (full or part time). Six “consecutive” years are to be interpreted as a period which may be discontinuous and may spread over ten (10) years.

At the end of the six years, exempted staff must rejoin their Commission departments for at least four (4) years before they may again be exempted, for a further period not exceeding six years, for duties within a representative OSP or the Staff Committee.

#### **Article 5: Career of exempted staff**

(1) On rejoining the service, the staff concerned shall be reassigned to their original directorate-general or service, at their original place of employment.

(2) In line with the rules in force, the original service may decide to assign the staff member to a place other than the original place of employment.

(3) For the appraisal/promotion or reclassification of an exempted staff member, the roles of immediate superior and reporting officer may be performed by officials or temporary staff only. If the president or political secretary of the OSP does not satisfy this condition, the OSP shall designate an official or temporary staff member to perform those roles.

Other servants may not be designated as members of the ad hoc group referred to in the general provisions for implementing Articles 43 and 45.

(4) Regarding the attestation procedure, the implementing procedures set out in the Annex to this agreement shall apply, in line with the relevant general rules.

(5) The certification procedure for exempted staff shall be governed by the current rules under the Staff Regulations.

#### **Article 6: Consequences of exemptions for the services concerned**

(1) In the case of a full-time exemption, staff assigned to a post included in the list of posts appended to the section of the budget relating to the Commission are assigned to a post in “surcharge” made available to CdP-OSP by DG HR.

In the case of a part-time exemption, staff shall continue to occupy their post in their original service. The original service may replace an exempted staff member only in the case of full-time exemption.

(2) Staff not assigned to a post included in the list of posts appended to the section of the budget relating to the Commission shall remain assigned to their service for budget purposes.

#### **Article 7: Trade-union activities of non-exempt staff or staff exempted on a part-time basis**

(1) A staff member with no exemption or a part-time exemption may be appointed by a representative OSP to take part, in working time, in meetings of the concertation body and working groups organised by the administration.

(2) These activities shall be taken into account in setting the objectives and appraising the staff member concerned if he or she wishes the ad hoc group to deliver an opinion on these activities.

(3) These activities must be occasional and may account for only a marginal part of the working time of the staff member concerned.

The staff member concerned shall give his or her superiors timely notice in writing of any absence to perform such activities. Grounds for any refusal must be stated in writing.

In the event of any difficulties and at the request of the person concerned, the OSP concerned may ask the unit of DG HR responsible for social dialogue to contact the service concerned to remind it of the reciprocal rights and obligations in the exercise of the right to staff representation and in the performance of duties in the interests of the institution.

(4) At the request of the staff members concerned, the trade-union training provided for in Article 32 of the framework agreement may appear on their training map.

(5) At the request of the managing body of the representative OSP concerned, permission for absence from duties may be granted to staff members designated by that OSP to enable them to take part in specific and well-defined trade-union activities not included in the social-dialogue activities covered by the framework agreement.

## **Title 2: Other resources**

### **Article 8: Trade-union mission expenses**

(1) Only travel in the interest of the institution shall be treated as a mission pursuant to this Article and the Guide to Missions (“trade-union missions”).

(2) Such travel in the interest of the institution shall relate solely to travel to enable duly designated and appointed staff members to take part in meetings:

- organised at the initiative of the administration or Staff Committee, and
- taking place in the context of social dialogue as defined in the current framework agreement.

(3) General assemblies, preparatory meetings and debriefing meetings within or between trade unions held, at the meeting site, during the five (5) working days preceding or following the meeting within the meaning of paragraph 2 shall be treated as part of the mission.

(4) Travel for trade-union purposes other than those referred to in paragraphs 1 to 3 shall not incur any cost to the Commission.

Before submitting a mission order, trade-union representatives who have been duly appointed by a representative OSP but are not exempted from their work on a full-time basis, shall inform the unit of DG HR responsible for social dialogue that they have obtained the written agreement of their superiors in the service to which they are assigned, after first informing their superiors. The superiors in the service to which the staff member is assigned may not deny permission to take part in a statutory mission except in the interests of the service. Grounds for any refusal must be duly stated in writing.

(5) As part of their active participation in the EMAS policy, the Commission and the signatory representative OSPs have a shared concern to reduce CO<sub>2</sub> emissions. To that end, they undertake to give preference to using videoconferencing.

### **Article 9: Appropriations for recruiting secretaries**

(1) The Commission shall allocate appropriations equivalent to the remuneration of nine (9) full-time contract staff in function group II (FG II) to carry out secretarial duties in the signatory representative OSPs.

(2) If there are more than nine (9) representative OSPs which are signatories of the framework agreement or if the representativity of the OSPs does not justify the allocation of FTEs, some of the contract staff referred to in paragraph 1 may work for the equivalent of 0.5 FTE for a signatory representative OSP.

#### **Article 10: Further training**

The Commission shall allocate budgetary resources to the signatory representative OSPs to fund further training for exempted trade-union representatives.

#### **Article 11: Premises**

(1) The Commission shall make premises available to the representative OSPs to set up sufficient work spaces for the number of staff members exempted for trade-union duties and the nine secretarial posts referred to in Article 9(1) – i.e. no more than nine offices – in accordance with the rules applicable at the Commission.

(2) Depending on the availability of premises and the number of staff members in each place of employment in the European Union, spaces that can be configured as meeting rooms may be made available as a matter of priority to each signatory representative OSP.

(3) Staff attending these meetings must comply with the security rules in force in Commission premises and obey the instructions of the Commission's security services.

#### **Article 12: Office and computer equipment**

(1) The premises made available to the signatory representative OSPs shall be equipped with the necessary office and computer equipment, in accordance with the rules in force in the Commission.

(2) No mobile communication equipment shall be allocated to the representative OSPs. Portable computer equipment may be allocated depending on availability and the relevant rules in force in the Commission.

#### **Article 13: Dissemination of trade-union information**

(1) The rights to use and access the functional mailboxes made available to the signatory representative OSPs and their member elements are restricted to their members who are officials and other servants of the Commission, to the FG II secretary contract staff made available to them, and to office staff employed by the OSPs themselves.

(2) The general and specific rules for the use of electronic mail and the procedures for circulating tracts on paper shall be laid down in the code of conduct referred to in the framework agreement.

(3) During the election campaigns provided for in connection with the various elections of the local sections of the Staff Committee, specific rules adopted by the competent election committee shall apply.

#### **Article 14: Use of the administration's facilities**

(1) The signatory representative OSPs may, in return for payment against invoices, have access to the administration's facilities, such as reproduction, translation and communication, in accordance with Article 26 of the framework agreement.

(2) The signatory representative OSPs undertake to make such payments within the times allowed by the administration, at its request.

### **Article 15: Distribution of resources between the signatory representative OSPs**

(1) Every year, in line with the available budget, DG HR shall provide an envelope of appropriations corresponding to the resources mentioned in Articles 8-12 of this agreement.

This envelope shall be requested and managed by DG HR.

At the beginning of each year, DG HR shall notify the OSPs and the Staff Committee of the amount of the envelope and the amount of the portion earmarked for the representative OSPs signatories to the framework agreement.

(2) On the basis of the envelope referred to in paragraph 1, the distribution of these appropriations shall be established, on the basis of the representativity of the OSPs calculated at central level, in a memorandum of understanding on resource allocation. That memorandum of understanding shall be established at least once a year, at the beginning of the year or whenever representativity calculated at central level changes.

### **Title 3: General provisions**

#### **Article 16: Annual reports**

(1) At the end of each budget year (N), a member of the managing body of each signatory representative OSP, designated by the OSP, shall draft a report on the use made of the resources allocated to that OSP.

(2) This report shall be sent solely to the competent departments of DG HR by 31 January of year (N+1). It shall also be sent to the financial control bodies on request.

#### **Article 17: Revision and termination clauses**

(1) This Decision shall be reviewed for the first time after one year, on the basis of experience over that period.

(2) This Agreement may be terminated by any signatory party (all the signatory representative OSPs or the Commission) provided that it gives six (6) months' notice in writing to the other parties concerned. The effects of this agreement shall cease on the first day of the month following the expiry of the period of notice.

(3) Three months after receiving notice from the administration, as referred to in the framework agreement, that an OSP no longer satisfies one of the representativity criteria, it shall lose its status as a signatory OSP of this agreement. A representative OSP may also unilaterally renounce the effects of this agreement. In either of these cases, this agreement shall remain in force for the other signatories.

(4) This agreement shall enter force on the date it is signed.

Alliance

FFPE

CONF-SFE

USF

RS

**Maroš Šefčovič**

Vice-President of the European Commission  
for Inter-Institutional Relations and Administration

## **Annex: Detailed implementing procedures**

### Article 1(1):

For the purposes of this agreement, the term “exemption” means the same as “secondment” and “serving” used in the framework agreement of 2006 and the framework agreement of 18 December 2008 respectively.

### Article 2(2):

Exemptions are distributed in accordance with the method of calculating the rate of representativeness set out in the framework agreement.

### Article 2(3):

The exact distribution, set out in a memorandum of understanding on resource allocation, may be rounded to the nearest half unit.

### Article 3(1):

In the case of part-time exemptions, exempt staff members continue to work in their original department, devoting the rest of their working time (not covered by the exemption) to their duties in that department.

Throughout the exemption, staff members exempted on a full-time basis are regarded as being assigned for administrative purposes to the CdP-OSP body, managed by the head of human resources of DG HR.

In the management computer applications, each representative OSP is treated as equivalent to a unit.

Representative OSPs may delegate roles equivalent to a head of unit to members of the managing body of their member element designated as responsible by that body.

### Article 3(3):

The authorisation decision specifies the duration of the exemption and the terms for rejoining the department at the end of the exemption period.

### Article 4(1):

A part-time exemption of 25% is equivalent to 9:20 hours per week, on the basis of a full-time post (7:30 hours per day).

Staff members working part time may be exempted only for all of their working time (i.e. a 100% exemption of their part-time working).

Contract staff whose contract allows for structural part-time working may be exempted only for all their working time (i.e. a 100% exemption of their structural part-time working). In such cases, the administration shall foster a more precise calculation of the number of exemptions granted to the various signatory representative OSPs. For instance, the exemption of two contract staff whose contracts specify structural 75% part-time working shall be counted as one and a half full-time equivalents (1.5 FTEs).

Article 5(3):

Where a local staff member has a part-time exemption, the reporting officer in the delegation takes account of the appraisal of the staff member by the reporting officer of the representative OSP, in proportion to the percentage of the exemption. For full-time exemptions, the reporting officer for the staff representatives draws up the appraisal.

The reporting officer for the staff representatives is designated in accordance with the rules applicable to exempted officials.

Article 5(4):

For the purposes of the attestation procedure, all officials with a full-time exemption with the CdP-OSP body are taken into consideration.

To be attested with the CdP-OSP body, an official admitted to an attestation exercise from the 2006 exercise onwards (official eligible for attestation) will have to be temporarily assigned to an “Administrative Assistant” level post (ex B) in a department other than the CdP-OSP body.

Once attested, the official will be transferred back to their CdP-OSP post after it has been converted to the new level. This conversion implies that the description of the AST post will be altered to include only duties and functions of “Administrative Assistant” level. The conversion will be accepted only within the limits laid down each year by DG HR for all departments.

The selection of one or more officials eligible for attestation will fall to the ad hoc group referred to in the general provisions for implementing Article 43 of the Staff Regulations, represented by its chairman. The chairman will take account of the proposal of the representative OSP concerned.

Article 7(2):

The activities referred to in Article 7(1) of this agreement must be added to the objectives – rather than the job description – of the staff member if the latter so wishes. The ad hoc group will then be able to deliver an opinion on those activities, if so requested and provided that the staff member has previously mentioned the activities in their self-assessment.

DG HR will draft reminder notes for the DGs and will propose standard texts to be included in the objectives for a trade-union appointment.

Article 7(5):

Permission for absence is defined in the Commission decision on permission for absence from duties for specific and well-defined trade-union activities.

Article 8:

Where travel pursuant to Article 8(4) is combined with a mission, the nature and timing of these other activities should be detailed so that the expenses and allowances can be calculated for the mission referred to in paragraph 1.

For exempt staff, specific and well-defined trade-union activities not included in the social-dialogue activities covered by the framework agreement will be covered by a mission without costs.

Since these activities are not covered by the framework agreement, the administration cannot treat them as trade-union missions.

For non-exempt staff, specific and well-defined trade-union activities will be covered by permission for absence, as defined in the Commission decision on permission for absence from duties for specific and well-defined trade-union activities and in Article 7(5) of this agreement.

The cost of travel associated with these activities will be borne by the OSP concerned. As for any activity where permission for absence has been granted, the staff concerned (exempt or otherwise) will have the same insurance cover as when they are in service.

The signatory representative OSPs undertake to ensure that no staff member can validate his or her own mission without the written agreement of another staff member who is a member of the managing body of the OSP concerned, and duly appointed by that OSP for the purpose. Such agreement is to be notified in advance to the DG HR unit responsible for social dialogue.

In the context of future changes to MIPS, the administration undertakes to examine with the PMO the issue of the technical adaptation of the “mission without costs” option.

	<b>Exempted staff</b>	<b>Non-exempted staff</b>
<b>Participation of duly appointed staff members in meetings organised at the initiative of the administration or Staff Committee, and taking place in the context of social dialogue as defined by the current framework agreement</b>	trade-union mission	trade-union mission
<b>Specific and well-defined trade-union activities</b>	mission without costs	permission for absence

Article 9(1):

Since these are appropriations managed in accordance with the principle of flexibility of posts in the overall envelope, the OSPs may transfer part of trade-union mission expenses to another sub-item of the overall envelope (though the sub-item “external staff” may be increased by no more than 10%).

Article 9(2):

Contract staff may work for no more than two member elements of the same joint front of representative OSPs, in the proportion of 0.5 FTE each.

Articles 11, 12, 13 and 14:

For the purposes of the provision of premises, including office and computer equipment, and the use of the dissemination facilities and services, each representative OSP is treated as equivalent to a unit, and each member element, at each place of employment, is treated as a sector.

Article 15(2):

When drawing up the memorandum of understanding on the allocation of the resources referred to in this Article, the appropriations for funding missions expenses in accordance with Article 8 are



allocated to places of employment other than Brussels. To that end, the OSPs will take account of the geographical distribution of needs. The remaining mission expenses are allocated to Brussels.

The managing bodies of the signatory representative OSPs will inform DG HR as to how the other resources are distributed between them on the basis of the available budget and their representativity at central level. This distribution between representative OSPs is set out in the memorandum of understanding on the allocation of resources provided for in this agreement.