

Voluntary agreement on telework



EUROPEAN TRADE UNION CONFEDERATION



INTRODUCTION

Within the framework of the Commission's Consultation (Article 138) on modernising and improving employment relations, the Social Partners at European level decided to start negotiations in order to try and reach an agreement on telework.

The negotiations were held on the basis of Article 139 of the Treaty but for the first time, the Social Partners agreed from the outset that the agreement was to be implemented at the national and sectoral level by the Social Partners themselves.

On the 23d May 2002 the respective negotiating delegations of the ETUC, the UNIC/UEAPME and the CEEP reached a compromise agreement. The agreement was signed on the 16/07/02 after approval by the respective decision bodies of the organisations.

Unlike the previous agreements that have been concluded between the Social Partners at the European level, the agreement on telework has no preamble. The agreement consists of 12 articles, each having the character of provisions. Thus the first article of the agreement "General Provisions" has the same status as the other 11 articles.

The agreement sets out 3 important elements :

- in terms of content, regarding working conditions of teleworkers, ensuring a good basis for negotiation for the interprofessional and sectoral organisations on a subject which has seen little regulation up until now;
- in terms of procedure, via the political challenge contained in the implementation by national and European organisations. We have created an 'obligation to implement' which will encourage non-centralised, dynamic negotiations, with an obligation to arrive at a result;
- in terms of scope, apart from the extension to EEA countries, there is also an appeal to candidate country organisations to put in place this European Framework agreement.





WORDING OF THE AGREEMENT

INTERPRETATION/COMMENT

WORDING OF THE AGREEMENT

ARTICLE 1. GENERAL PROVISIONS

In the context of the European employment strategy, the European Council invited the social partners to negotiate agreements modernising the organisation of work, including flexible working arrangements, with the aim of making undertakings productive and competitive and achieving the necessary balance between flexibility and security.

The European Commission, in its second stage consultation of social partners on modernising and improving employment relations, invited the social partners to start negotiations on telework. On 20 September 2001, ETUC (and the liaison committee EUROCADRES/CEC), UNICE/UEAPME and CEEP announced their intention to start negotiations aimed at an agreement to be implemented by the members of the signatory parties in the Member States and in the countries of the European Economic Area. Through them, they wished to contribute to preparing the transition to a knowledge-based economy and society as agreed by the European Council in Lisbon.

Telework covers a wide and fast evolving spectrum of circumstances and practices. For that reason, social partners have chosen a definition of telework that permits to cover various forms of regular telework.

The social partners see telework both as a way for companies and public service organisations to modernise work organisation, and as a way for workers to reconcile work and social life and giving them greater autonomy in the accomplishment of their tasks. If Europe wants to make the most out

INTERPRETATION/COMMENT

The European Council, March 2000 in Lisbon, declared its intention to shift the European economy to a knowledge-based economy. The shift to the knowledge-base economy is linked to these objectives: creating sustainable growth, creating employment, and improving the quality of jobs.

In the response to the Commission's second stage consultation document the ETUC declared itself to be ready to negotiate with the employers' organisations in order to establish a number of principles on which the modernisation and improvement of employment relations can be based.

The agreement has two objectives, which are equally important and have to be seen together: "making undertakings productive and competitive and achieving the necessary balance between flexibility and security". Security has to be understood in a broad way, meaning security of employment and working conditions, security of planning for workers and their families, security in having basic rights.

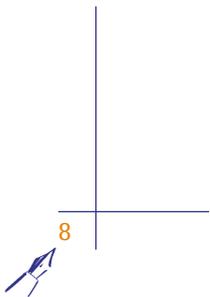
The social partners explain how they see telework: as a way of modernising work organisation in companies and public service organisations, as a way for workers to reconcile work and social life and having greater autonomy in the accomplishment of their tasks. The principal benefit for workers is the possibility to reconcile work and social life. The notion "social life" includes the notion "family life", but has a broader meaning. Social life means involvement in social or political organisations, means cultural and other activities permitting workers to be "social beings" as well.



WORDING OF THE AGREEMENT

of the information society, it must encourage this new form of work organisation in such a way, that flexibility and security go together and the quality of jobs is enhanced, and that the chances of disabled people on the labour market are increased.

This voluntary agreement aims at establishing a general framework at the European level to be implemented by the members of the signatory parties in accordance with the national procedures and practices specific to management and labour. The signatory parties also invite their member organisations in candidate countries to implement this agreement.



INTERPRETATION/COMMENT

The agreement does not oblige social partners at national level to promote telework. The fundamental belief of the signatory parties is expressed that Europe will only profit from the introduction of the information society if flexibility and security go together, if telework is introduced in such a way that the quality of employment is enhanced and in particular if the chances of disabled persons are improved.

The signatory parties understand telework as a way of modernising work organisation not only in private companies, but in public services as well. According to the general remarks in art.1 and the definition in art.2, employees in public service organisations are covered by the framework agreement if they are doing telework.

For the first time a European agreement has to be implemented by the members of the signatory parties themselves. It was a constant demand of the ETUC for years to have this new step in the evolution of the social dialogue. The agreement is based on article 139 of the Treaty. Social partners can negotiate either "in the shadow of the law", and the agreement will in that case later become a directive, or they can negotiate voluntarily on any item and the agreement can then be implemented in their own negotiation procedures at national level. In all cases the agreement should have a binding character.

During the negotiations both parties agreed that their member organisations in candidate countries should not wait for the accession date in order to implement the agreement. In the ETUC negotiating delegation, we had a representative of the candidate countries trade unions.

WORDING OF THE AGREEMENT

Implementation of this agreement does not constitute valid grounds to reduce the general level of protection afforded to workers in the field of this agreement. When implementing this agreement, the members of the signatory parties avoid unnecessary burdens on SMEs.

This agreement does not prejudice the right of social partners to conclude, at the appropriate level, including European level, agreements adapting and/or complementing this agreement in a manner which will take note of the specific needs of the social partners concerned.

ARTICLE 2. DEFINITION AND SCOPE

Telework is a form of organising and/or performing work, using information technology, in the context of an employment contract/ relationship, where work, which could also be performed at the employers premises, is carried out away from those premises on a regular basis.

INTERPRETATION/COMMENT

The usual non-regression clause prevents the general level of protection from being reduced in the implementation process. This is very important in order to better preserve national rights set out in national laws and/or collective agreements.

For SMEs there is the same wording as you can find in previous agreements. This does not mean that less protection is provided in the agreement for these workers.

There is a right for social partners at all levels to conclude agreements adapting and/or complementing this agreement. The important word here is "complementing". It is thus not allowed in such a process to agree on changes that would put into question the equality principles contained in the European agreement for workers.

The signatory parties have chosen a definition that is broad enough to cover different forms of telework. They were very conscious of the fact that different forms of telework are developing very rapidly. That is why the framework agreement needs a flexible definition which permits it to cover various forms of telework. The most important elements of the definition are:

- Telework is a form of organisation of work and not another form of work contract



WORDING OF THE AGREEMENT

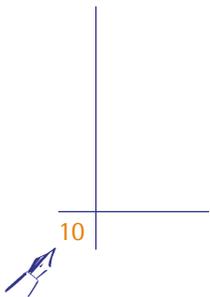
INTERPRETATION/COMMENT

- Information technology is used
- There is an employment contract or an employment relationship
- Telework is carried out on a regular basis
- Telework is carried out away from the employers premises, but the work tasks could also be performed at these premises

The work has to be carried out in the framework of an employment contract or an employment relationship and on a regular basis. If there is no formal employment contract but an employment relationship, the agreement applies anyhow. The framework agreement does not cover self-employed teleworkers and occasional telework. The employers wanted to have a quantification of telework in order to create a threshold for access to equal treatment, but the ETUC refused. We instead introduced the notion of "regular" telework. If work is performed on a regular basis, away from the employer's premises using information technology, (one day/week as well as five days a week) it is considered to be telework

What kind of telework situations are covered by the agreement? Alternating telework, where a part of the working time is spent at home and another part at the employer's premises.

- Telework at home
- Telecentres and telecottages (shared office facilities, often for employers of several companies)
- Remote office telework (a location physically distant from the main office, where one or more workers work)
- Nomadic, peripatetic or mobile telework (if the mobile work meets the definitions)



WORDING OF THE AGREEMENT

This agreement covers teleworkers. A teleworker is any person carrying out telework as defined above.

ARTICLE 3. VOLUNTARY CHARACTER

Telework is voluntary for the worker and the employer concerned. Teleworking may be required as part of a worker's initial job description or it may be engaged in as a voluntary arrangement subsequently.

INTERPRETATION/COMMENT

What kind of telework is not covered by the agreement? Work that is carried out away from the employer's premises on a regular basis using information technology, but which could not be performed at these premises is not covered, for example certain types of maintenance work like maintenance of copying machines (This kind of work is done on a regular basis, using information technology (portable computers, Mobil phones). This work cannot be performed at the employers' premises, as the copy-machine is at the client's premises. There are however other types of maintenance work that are covered by the agreement, like maintenance of networks. This type of work could be done from the employers premises.

The scope simply states that the agreement covers teleworkers and that a teleworker is a person carrying out telework as defined.

The ETUC advanced the argument that not all persons are suited for telework. Many things can be learned, but it may turn out that certain workers are much happier (and much more productive), if they stay at the employers' premises. Scientific literature on telework and all the pilot studies that social partners have carried out jointly agree that telework shall be introduced on a voluntary, negotiated basis. The employer's side argued that the same may be said for companies. Not every company and not every department of a company may be suited for teleworking.



WORDING OF THE AGREEMENT

In both cases, the employer provides the teleworker with relevant written information in accordance with directive 91/533/EEC, including information on applicable collective agreements, description of the work to be performed, etc. The specificities of telework normally require additional written information on matters such as the department of the undertaking to which the teleworker is attached, his/her immediate superior or other persons to whom she or he can address questions of professional or personal nature, reporting arrangements, etc.

If telework is not part of the initial job description, and the employer makes an offer of telework, the worker may accept or refuse this offer. If a worker expresses the wish to opt for telework, the employer may accept or refuse this request.

INTERPRETATION/COMMENT

There is no right as such to telework and there is no obligation to do telework. Telework can thus only be introduced by mutual agreement. Telework is always, no matter how it is introduced, voluntary for the worker.

According to the framework agreement it is no longer possible (as has happened before), that an entire department is sent to telework, say at home. And it is no longer possible for a new company owner or new management to decide to call all teleworkers back to the premises. There needs to be agreement between the parties concerned.

Information to the teleworker according to directive 91/533/EEC has to be given, but this may not be enough. Telework is a kind of work organisation that normally requires additional information. There is an obligation for the employer to give this additional information in writing, such as information on the department the teleworker is attached to if he/she is working from home or from a telecottage. The teleworker has to know to whom he/she can address direct questions, whom he/she can call up, who are the colleagues he is working with.

The framework agreement clearly states that an employed person of the enterprise changing to telework still has the status of an employee. It also gives a clear guarantee to the worker if he/she refuses an offer to telework. The employer is not allowed to change the terms and conditions for a person refusing to telework or refusing to give up telework. "Terms and conditions" should be interpreted broadly, certainly including pay and working time but also for example the quality of the work tasks, extra benefits, etc.



WORDING OF THE AGREEMENT

The passage to telework as such, because it only modifies the way in which work is performed, does not affect the teleworker's employment status. A worker refusal to opt for telework is not, as such, a reason for terminating the employment relationship or changing the terms and conditions of employment of that worker.

If telework is not part of the initial job description, the decision to pass to telework is reversible by individual and/or collective agreement. The reversibility could imply returning to work at the employer's premises at the worker's or at the employer's request. The modalities of this reversibility are established by individual and/or collective agreement.

ARTICLE 4. EMPLOYMENT CONDITIONS

Regarding employment conditions, teleworkers benefit from the same rights, guaranteed by applicable legislation and collective agreements, as

INTERPRETATION/COMMENT

The refusal to do telework as such is no reason for terminating the employment relationship and, in conclusion, the refusal to give up telework is no reason for terminating an employment relationship.

The motivation to opt for telework as a certain kind of work organisation may change. The family circumstances or other private circumstances of teleworkers may change. A family may move to places where telework is no longer possible.

One of the questions that took a long time to negotiate concerned reversibility. For a worker who changes to telework that change is reversible, independently of the kind of telework. Somebody who is carrying out telework from home can go back to the enterprise or to the department in which he/she was working. (This rule does not of course effect workers who started as teleworkers). However, reversibility has to be agreed upon either on an individual or on a collective level. If the employer wants the teleworker to return to work at his/her premises the worker can refuse. The opposite is of course also true. If a teleworker wants to return to the employer's premises the employer can refuse. An agreement between the parties is necessary to change the work organisation. If there is such an agreement the modalities of the change also have to be agreed upon either on an individual or on a collective level.

During the negotiations there was quite a lot of difficult discussions on this article, not so much on the principle but more on the practical implications.



WORDING OF THE AGREEMENT

comparable workers at the employers premises. However, in order to take into account the particularities of telework, specific complementary collective and/or individual agreements may be necessary.

INTERPRETATION/COMMENT

Whereas the ETUC was very firm in the opinion that teleworkers shall have the same rights, the same salaries, the same working conditions, as the rest of the workers at the employers premises, the employers delegation did not deny the principle, but said that due to the specific telework situation, from time to time teleworkers will be treated differently. The solution finally agreed upon was the non discrimination/equal treatment clause from previous agreements in another and perhaps more stringent form. It is clearly stated that the teleworker has the same rights concerning employment conditions as a comparable worker at the employer's premises. Teleworkers benefit from the same rights guaranteed by legislation and collective agreements as comparable workers. No discrimination of the teleworker is therefore possible.

The last sentence gives the right to take into account the specificities of telework through individual or collective agreements. That fact doesn't weaken the right of non-discrimination as such agreements only can be complementary. What did the signatory parties have in mind when concluding the agreement? Teleworkers who are working all the time at home do not need access to the company-restaurant; they do not need a place on the company's car-park, but a transport compensation could be adequate for the regular meetings with their work colleagues (see Article 9).

ARTICLE 5. DATA PROTECTION

The employer is responsible for taking the appropriate measures, notably with regard to software, to ensure the protection of data used and processed by the teleworker for professional purposes.

This article deals above all with the protection of data used during work and not with the privacy of the teleworker. Privacy questions are dealt with in the next article. The negotiating parties agreed that it is the employer who has



WORDING OF THE AGREEMENT

The employer informs the teleworker of all relevant legislation and company rules concerning data protection.

It is the teleworker's responsibility to comply with these rules.

The employer informs the teleworker in particular of:

- any restrictions on the use of IT equipment or tools such as the internet,
- sanctions in the case of non-compliance.

INTERPRETATION/COMMENT

the responsibility for protection of data, which is used and processed by the teleworker. This is in the employer's own interest.

What measures that are appropriate to ensure the protection of data used and processed, depends on the telework situation. For a teleworker working at home or from home, this certainly means having an efficient anti-virus programme, having an efficient firewall. It may mean having an ASDL-line to connect to the company's network. The same applies for teleworkers in telecottages. Particular measures need to be taken by the employer concerning regular mobile teleworkers who are transmitting data via the mobile phone to the company.

The employer informs the teleworker of all respective legislation and in-house rules and it is the teleworkers responsibility to comply with these rules (as is the case for any other person working at the employer's premises). Some companies for example have strict in-house rules concerning passwords, which have to be changed at certain intervals. It is the teleworkers responsibility to respect these rules.

As a general rule the employer provides the teleworker with the necessary equipment (hardware, internet-access, e-mail address). Whether the equipment can be used for private purposes or not was not a part of the negotiations. The negotiating parties agreed however, that the employer has to make things clear from the outset and has to inform the teleworker on whether the computer provided by him can be used for private purposes or not (there has to be a company policy on this subject) and which sanctions exist in case of violation of the company policy.



WORDING OF THE AGREEMENT

ARTICLE 6. PRIVACY

The employer respects the privacy of the teleworker.

If any kind of monitoring system is put in place, it needs to be proportionate to the objective and introduced in accordance with Directive 90/270 on visual display units.

ARTICLE 7. EQUIPMENT

All questions concerning work equipment, liability and costs are clearly defined before starting telework.

INTERPRETATION/COMMENT

There are situations, where the privacy of the teleworker maybe at risk. If telework is performed at home, the necessary equipment has to be installed in the teleworkers home and technicians and/or immediate superiors might be obliged to enter the private premises of the teleworker for professional reasons, this has to be done in the spirit of Article 8 after notification to, and approval bythe teleworker. System Management Software makes it possible to have direct access to any workstation without the knowledge of the respective (tele) worker. In order to cover such situations, the signatory parties have provided for a clear and unequivocal general statement in their framework agreement: the employer respects the privacy of the teleworker.

Information and communication technologies offer wide-ranging possibilities of control. Any measure of control that is introduced has to be proportionate to the objective and it has to be introduced in accordance with Directive 90/270. This Directive (please read the Directive and its annex) says that worker representatives have to be informed and consulted before control systems are introduced.

Before telework is started, no matter whether it is telework at home, from home in a telecottage, mobile telework or another telework situation, all questions concerning equipment, liability and costs have to be defined and settled. The teleworker shall know precisely what his/her situation is and the employer what kind of duties and rights he/she has.



WORDING OF THE AGREEMENT

As a general rule, the employer is responsible for providing, installing and maintaining the equipment necessary for regular telework unless the teleworker uses his/her own equipment.

INTERPRETATION/COMMENT

What is understood by equipment? During the negotiations hardware was discussed, so were software, telephone lines, a modem, special lines like ADSL, portable computers, mobile phones, scanners and so on. Equipment is all that the teleworker needs in order to carry out his/her tasks.

The general rule established by the signatory parties is: the employer is responsible for providing, installing and maintaining the equipment necessary for regular telework. It was pointed out that the equipment has to correspond to company standards, that the employer is responsible for safety of data processed using the equipment. It is thus more than natural that he/she is responsible for providing, installing and maintaining the equipment, which remains his/her propriety. Similar paragraphs are to be found in many telework agreements. What kind of equipment the teleworker needs depends on the work he/she is carrying out. It was discussed whether an article should be included stating that teleworkers are entitled to have modern upgraded hardware and software. Finally it was decided not to have such an article, as the agreement already says that teleworkers shall be treated like any other comparable worker at the employer's premises.

Maintenance of the equipment is also the responsibility of the employer.

There is only one exception from this general rule and that is if the teleworker uses his/her own equipment. From the discussion during the negotiations one can say that this case is indeed an exception. As the employer has the responsibility for data protection, as he/she is liable, as the telework place is a workplace, the employer normally will provide the teleworker with the necessary equipment. This is the best way to ensure that the equipment



WORDING OF THE AGREEMENT

If telework is performed on a regular basis, the employer compensates or covers the costs directly caused by the work, in particular those relating to communication.

The employer provides the teleworker with an appropriate technical support facility.



INTERPRETATION/COMMENT

corresponds to the standards the company wants and to guarantee that IT standards of the company are followed.

It may however be that the equipment the teleworker already possesses corresponds to company standards. In that case it would make no sense to oblige the employer to provide for other equipment, but the employer still has the obligation to take the appropriate measures so that data protection is guaranteed. If the teleworker uses his/her own equipment for professional purposes he/she is of course free to use the equipment for private purposes as well. Because of the enhanced responsibility of the employer in such cases, specific measures may have to be put in place costs for communication. Communication costs are mentioned as an example, but if telework is regular, the employer assumes all costs which result from the work carried out in particular communication costs". If the employer wants the teleworker to work partially from home and if for that purpose the teleworker has to convert one of the rooms of his/her home into an office workplace, the costs therefore are directly caused by work and thus covered by the employer..

If the teleworker uses his/her own equipment, he/she is entitled to compensation. Compensation can include costs for the computer, the costs for connections to the Internet and other telephone costs. Compensation certainly includes costs for maintenance and service of the equipment.

Independently of whether the teleworker is using the employer's equipment or his/her own equipment, the employer provides appropriate technical support facilities. What is appropriate varies according to the telework situation. During the negotiations the following possibilities were discussed: if the company has an IT department, the teleworker has full access to the IT

WORDING OF THE AGREEMENT

The employer has the liability, in accordance with national legislation and collective agreements, regarding costs for loss and damage to the equipment and data used by the teleworker .

The teleworker takes good care of the equipment provided to him/her and does not collect or distribute illegal material via the internet.

INTERPRETATION/COMMENT

department. If there is no IT department, the employer provides for a helpdesk or for a professional service available for the teleworker. The costs for the support facility are covered by the employer, as these costs are directly caused by telework.

The notion of "liability" was discussed at length during the negotiations. The background for this discussion is the following: The teleworker works away from the employer's premises, but still in a workplace. His/her workplace may be at home, or in a telecottage or elsewhere, but it is in any case in a workplace which is governed by the same or similar rules as any other workplace at the employers premises. The employer has the liability for workplaces in his/her premises and has the same liability for the teleworkplace. The employer's liability covers everything happening at the workplace, any damage for example caused to work equipment, unless the worker has committed a negligent act. The same principle applies to the telework-place.

The main rule according to the framework agreement is that the employer has the liability regarding costs for loss and damage to the equipment and the data – in accordance with national rules. This notion of legal liability should be defined according to the national legal framework.

The teleworker takes good care of the equipment provided to him/her, which is the normal obligation of any worker on the employer's premises. Furthermore the teleworker is not allowed to distribute or collect illegal material via the Internet.



WORDING OF THE AGREEMENT

ARTICLE 8. HEALTH AND SAFETY

The employer is responsible for the protection of the occupational health and safety of the teleworker in accordance with Directive 89/391 and relevant daughter directives, national legislation and collective agreements.

The employer informs the teleworker of the company's policy on occupational health and safety, in particular requirements on visual display units. The teleworker applies these safety policies correctly.

In order to verify that the applicable health and safety provisions are correctly applied, the employer, workers' representatives and/or relevant authorities have access to the telework place, within the limits of national legislation and collective agreements. If the teleworker is working at home, such access is subject to prior notification and his/her agreement. The teleworker is entitled to request inspection visits.

INTERPRETATION/COMMENT

There is no difference between telework and other forms of work organisation when it comes to the employer's responsibility for occupational health and safety. The employer has the responsibility for the protection of the teleworker and in the framework of this responsibility has to make a risk assessment. An outcome of this risk assessment may well be that there are particular risks caused by telework that have to be covered, such as the risk of isolation from the rest of the working community, which is mentioned later on in the framework agreement.

The employer makes the teleworker aware of the company's health and safety policy. As teleworkers have a VDU-workplace, the employer is particularly responsible for informing the teleworker on the company policy concerning VDU-work (accordingly to the Directive 90/270/EC of May 29, 1990). As teleworkers more often are working in isolation, the employer has an enhanced responsibility of informing them of applicable legislation and of the company policy.

Even if the teleworker works at home, his/her workplace must correspond to the usual standards, which are set by national legislation and collective agreements. The employer has the responsibility for the teleworkers' health and safety, and health and safety inspectors are responsible for existing provisions to be respected. At the same time, the teleworkers' workplace is situated in his/her home. The privacy of the home has a constitutional value in all Member States of the European Union. There was much discussion on how to solve this dilemma during the negotiations. The solution finally found

WORDING OF THE AGREEMENT

INTERPRETATION/COMMENT

ARTICLE 9. ORGANISATION OF WORK

Within the framework of applicable legislation, collective agreements and company rules, the teleworker manages the organisation of his/her working time.

was that the employer, workers representatives and relevant authorities have the possibility to inspect the workplace, in order to verify that the applicable health and safety provisions are correctly applied. The employer, workers' representatives and/or relevant authorities have access to the telework place. If the teleworker is working at home, such access is subject to prior notification and his/her agreement. The teleworker may take the initiative of asking for an inspection visit.

The social partners have declared in art.1 of the framework agreement that they see telework as a way of giving workers greater autonomy in the accomplishment of their tasks. It is the teleworker who manages the organisation of his/her working time. He/she does so within the limits of national legislation, collective agreements and company rules, which means that the general rules concerning working time and rest (number of hours that have to be worked) are the same for the teleworker as for other workers at the employers premises. The teleworker can decide himself when to start work, when to take a break and when to finish work. Working time is one of the fields where specific complementary agreements may be necessary. During negotiations, the following situation was for example discussed: According to collective agreements and company rules, the general working time ends at 18h00. Nobody is allowed to stay in the office after 18h00. The teleworker who is at home needs no permission to stay longer in front of his/her computer, if he/she wants, and if he/she does so, this is not necessarily overtime (he/she may have started work around lunchtime).



WORDING OF THE AGREEMENT

The workload and performance standards of the teleworker are equivalent to those of comparable workers at the employers premises.

The employer ensures that measures are taken preventing the teleworker from being isolated from the rest of the working community in the company, such as giving him/her the opportunity to meet with colleagues on a regular basis and access to company information.

INTERPRETATION/COMMENT

There is a further limit to the possibility of freely organizing his/her own working time, and that is the organisation of work. Many teleworkers work in a team; in that case they have to respect a certain limited availability, corresponding to the necessary interactivity with the others members of the team.

No teleworker can be asked to work better or more than the comparable worker at the premises of the employer. The performance standards are the same.

Many telework situations, such as telework at home, from home or mobile telework involve the risk of isolation from both colleagues and management. E-mails cannot replace direct contact with colleagues, nor can telephone-calls. Direct contacts are essential for creative solutions to any question. The employer must take measures to prevent such isolation. One of the possibilities is to give the teleworker the possibility to meet with colleagues on a regular basis. This may not always be possible, for example if the teleworker is located hundreds of kilometres away from the company's premises. In such cases it is up to the employer to find other ways of preventing isolation. Access to company information is a further way of preventing isolation. Access to company information means, among other things, information about career opportunities, vacancies in the company etc.

WORDING OF THE AGREEMENT

ARTICLE 10. TRAINING

Teleworkers have the same access to training and career development opportunities as comparable workers at the employer's premises and are subject to the same appraisal policies as these other workers.

Teleworkers receive appropriate training targeted at the technical equipment at their disposal and at the characteristics of this form of work organisation. The teleworker's supervisor and his/her direct colleagues may also need training for this form of work and its management.

ARTICLE 11. COLLECTIVE RIGHT ISSUES

Teleworkers have the same collective rights as workers at the employers premises. No obstacles are put to communicating with workers representatives.

INTERPRETATION/COMMENT

Teleworkers have the same access to training and career development as comparable workers at the employer's premises. First conclusion is that teleworkers have to receive information both about training and about career opportunities. If they apply for training courses they have to get the same chance of participating as comparable workers at the employers premises. Teleworkers cannot for example be denied participation in a training course only because they have to travel further.

Teleworkers are subject to the same appraisal policies as comparable workers at the employer's premises, which should give them the same opportunities for career development.

The signatory parties agreed that teleworkers basically need two types of training. One which is more technical, targeted at the equipment put at their disposal. Teleworkers will also more often be in an isolated situation compared to their colleagues at the employer's premises; they have less chance to call for colleagues' help in case of problems. A proper training targeted at the technical equipment is thus indispensable.

Telework is a particular form of work organisation. The teleworker needs to manage his/her own tasks, his/her time, he/she needs communicative skills. It is certainly necessary to give him/her training targeted on the specificities of this kind of work.



WORDING OF THE AGREEMENT

The same conditions for participating in and standing for elections to bodies representing workers or providing worker representation apply to them. Teleworkers are included in calculations for determining thresholds for bodies with worker representation in accordance with European and national law, collective agreements or practices. The establishment to which the teleworker will be attached for the purpose of exercising his/her collective rights is specified from the outset.

INTERPRETATION/COMMENT

Telework changes the work organisation of a company or at least of certain departments of a company. Not only the teleworker, but also the colleagues he/she is working with from a distance may need training. To supervise a teleworker is different from supervising somebody else. There is no absolute right as such for the teleworkers' colleagues and supervisors to get appropriate training, but it may be well advised.

Teleworkers have exactly the same collective rights as their colleagues working at the employer's premises. Some examples of such rights are given: teleworkers can participate in, and stand for, elections to bodies representing workers, such as a works council or a health and safety committee. The same applies for elections to "bodies providing worker representation" for example a supervisory council or an administrative board with worker members.

Teleworkers are included in calculations for determining thresholds for bodies with worker representation, for example thresholds for establishing a national worker representation or a European Works Council. Teleworkers are included in calculations for such thresholds in accordance with European and national law.

For the threshold concerning the creation of a European Works Council the following applies: Teleworkers with a part-time employment relationship are included on a pro-rata temporis-basis, teleworkers with full-time employment on a full basis. For purposes of calculating the threshold, the establishment to which the teleworker will be attached has to be specified from the outset.

WORDING OF THE AGREEMENT

Worker representatives are informed and consulted on the introduction of telework in accordance with European and national legislations, collective agreements and practices.

ARTICLE 12. IMPLEMENTATION AND FOLLOW UP

In the context of article 139 of the Treaty, this European framework agreement shall be implemented by the members of UNICE/UEAPME, CEEP

INTERPRETATION/COMMENT

Teleworkers have the same right of access to the worker representation as other workers. The right to communicate with worker representatives is a part of the collective rights. The teleworker is, however, in a specific situation. He/she cannot just go to the office of the worker representative, close the door and have a private communication. The teleworker may not be able to do so, because he/she is working entirely from home or because he/she is doing alternating telework but cannot wait until his/her next visit to the employers' premises. In order to solve this problem, the signatory parties have agreed, that "no obstacles can be put on communication with workers representatives". This means that the teleworker is allowed to use the means at his/her disposal, the telephone, or e-mail, to communicate with the worker representatives or the trade union.

Worker representatives are informed and consulted on the introduction of telework in accordance with European and national legislations, collective agreements and practices. European legislation, for example in the EWC Directive and in the Directive on worker involvement in the SE, provides for consultation at an early phase of decision making, when still different options are possible and the opinion of worker representatives can still be integrated into management's decision.

The European agreement is based on Article 139 of the treaty and it is clearly stated that the members of the signatory parties shall implement the



WORDING OF THE AGREEMENT

and ETUC (and the liaison committee EUROCADRES/CEC) in accordance with the procedures and practices specific to management and labour in the Member States.

This implementation will be carried out within three years after the date of signature of this agreement.

Member organisations will report on the implementation of this agreement to an ad hoc group set up by the signatory parties, under the responsibility of the social dialogue committee. This ad hoc group will prepare a joint report on the actions of implementation taken. This report will be prepared within four years after the date of signature of this agreement .

INTERPRETATION/COMMENT

Agreement. There really is an obligation to get results in the implementation of the principles set out in the European framework agreement even if the implementation will take place according to procedures and practises in the Member States, which means that different methods are possible. In some countries there will be legally binding collective agreements, even collective agreements transformed into law are possible. In other countries we will have instruments and ways of implementing the agreement that are not legally binding, but binding for the signatory parties in a contractual way.

Guidelines and codes of conducts are not binding. It is thus not possible to implement the framework agreement in a given country with a mere code of conduct.

The agreement must be implemented before July 2005. A shorter implementation period was discussed during negotiations. Finally three years were chosen not because this is the standard solution for transposition of Directives into national law, but because certain member organisations said that they want to include the framework agreement into future national framework agreements that will only be possible after 2003.

The signatory parties agreed that member organisations shall report to them on the progress of implementation. The problem was the type of institutional framework to set up for a joint monitoring of the implementation. It was finally agreed to set up an ad hoc group of the signatory parties, under the responsibility of the Social Dialogue Committee. This ad hoc group will



WORDING OF THE AGREEMENT

In case of questions on the content of this agreement, member organisations involved can separately or jointly refer to the signatory parties.

The signatory parties shall review the agreement five years after the date of signature if requested by one of the signatory parties.

INTERPRETATION/COMMENT

prepare a joint report on the actions of implementation taken, within four years after the date of signature of the agreement. The signatory parties will nominate the members of this ad hoc group.

In case there is any question on the content of the agreement in case of a problem of interpretation, the member organisations in a given country or at European level, can jointly or separately address their question to the signatory parties.

This article shall enable the parties to ask for a revision of the agreement if they want to.





EUROPEAN TRADE UNION CONFEDERATION

Bld du Roi Albert II, 5 - B-1210 Bruxelles

Tel 00 32 (0)2 224 04 11 - Fax 00 32 (0)2 224 04 54/55

www.etuc.org

