

FRAMEWORK AGREEMENT

ON TELEWORK

1. GENERAL CONSIDERATIONS

In the context of the European employment strategy, the European Council invited the social partners to negotiate agreements modernizing the organization 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 modernizing 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 organizations to modernize work organization, 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 of the information society, it must encourage this new form of work organization 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 invited their member organizations in candidate countries to implement this 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.

2. DEFINITION AND SCOPE

Telework is a form of organizing 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.

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

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.

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 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 work 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.

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 the 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.

4. EMPLOYMENT CONDITIONS

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

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.

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.

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 the Directive 90/270 on visual display units.

7. EQUIPMENT

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

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.

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.

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

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.

9. ORGANISATION OF WORK

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

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.

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 organization. The teleworker's supervisor and his/her direct colleagues may also need training for this form of work and its management.

11. COLLECTIVE RIGHTS ISSUES

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

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.

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

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 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 organizations 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.

In case of questions on the content of this agreement, member organizations 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.

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