



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

The European Aviation Safety Agency ("EASA"), represented by Mr. Patrick Ky, Executive Director,
on the one part,

AND

the trade unions and staff associations listed below:
U4U, represented by Mr. Georges Vlandas

on the other part,

HAVE AGREED AS FOLLOWS:

Having regard to the Staff Regulations of Officials and Other Servants of the European Union and in particular to:

Article 24b of the Staff Regulations
Article 10c of the Staff Regulations
Article 110 of the Staff Regulations
Article 11 CEOS
Article 81 CEOS

Whereas

- a) EASA intends to officially recognise the role of the trade unions and staff associations as social dialogue's partners;

- b) Social dialogue shall contribute to the smooth running of the organisation by providing a channel for the expression of opinion by the staff. It shall provide to the competent bodies of the Agency suggestions concerning the organisation and operation of the services and any proposals for the improvement of staff working conditions or general living conditions. The Staff Committee shall participate in the management and supervision of social welfare bodies set up by the Agency in the interests of its staff;
- c) The trade unions and staff associations shall represent their membership and act in the general interest of the staff without prejudice to and in accordance with the powers conferred by the Staff Regulations and its implementing rules to other committees or bodies;
- d) EASA is an Agency of the European Union and as such is asked to adhere by analogy to the implementing rules adopted by the Commission, as established by Article 110 of the Staff Regulations;
- e) By way of derogation, EASA may, after consulting its Staff Committee, submit to the Commission for its agreement implementing rules which are different from those adopted by the Commission;
- f) Under the same conditions, EASA may request the agreement of the Commission to the non-application of certain of those implementing rules;
- g) EASA may also, after consulting its Staff Committee, submit to the Commission for its agreement implementing rules which concern subjects other than the implementing rules adopted by the Commission;
- h) The present Framework Agreement shall not apply in the cases where EASA intends to apply by analogy the implementing rules adopted by the Commission;
- i) The concertation procedure in force at the Commission cannot be transposed as such at the level of an agency.

Title 1: General provisions

Article 1: Scope

This Framework Agreement governs relations between EASA 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 EASA may be members of a trade union or a staff association.

Article 3: Role of the trade unions and staff associations of European officials

EASA recognises the role and responsibility of the trade unions and staff associations by involving them in a transparent and effective way.

While they are representing only their members, the trade unions and staff associations shall act in the general interest of the staff without prejudice to the powers and competences conferred to the staff committee by the Staff Regulations and their implementing rules.

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 to EASA their statute or articles of association and the names of their elected officials.

Likewise, upon request, EASA shall send the trade unions and staff associations all the relevant information on its organisation and the contact details of the managers responsible in the field of policy and staff management.

Title 2: Trade unions

Article 6: Recognition

The parties agree to recognise the trade unions and staff associations of EASA personnel. Such 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 EASA, 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: Representativeness of the organisations

EASA shall recognise as representative the organisations which represent at least five percent (5%) of the statutory staff employed, and whose fully paid-up members are officials, other servants or retired staff members of the EASA.

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

Article 9: Representativeness criterion to be fulfilled by the organisations

The number of members of the organisations shall be notified by a declaration of the chairman of each organisation to an independent body selected in accordance with the Concertation procedure defined below.

After verification, this body shall notify EASA 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 have to notify EASA or any other body of the exact number of members of an organisation.

Article 10: Loss and restoration of representativeness

Any signatory representative organisation which no longer meets the representativeness criterion shall be notified by EASA 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.

EASA shall notify the other signatory representative organisations accordingly.

Title 3: Social dialogue and Concertation

Article 11: Partners

The representative organisations which are parties to this Framework Agreement may interact with the EASA through social dialogue and the Concertation procedure (the Concertation) in accordance with the provisions set out in this Framework Agreement.

Article 12: Programming of the proceedings

At the beginning of each year, EASA 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 EASA'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 EASA of the list of items they wish to have discussed within the framework of social dialogue.

In cooperation with the signatory representative organisations, EASA 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 13: Scope of social dialogue and Concertation

1. Social dialogue may relate to any matters relating to staff policy and the working conditions of officials and other servants. At the request of a signatory representative organisation or of EASA, a social dialogue meeting may be held at the appropriate level.
2. Concertation may be held in connection with new implementing rules and policies or amendments to existing implementing rules and policies 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, policies and decisions.

Article 14: Concertation bodies

Concertation shall take place in a Concertation body made up of a maximum of five (5) members of the signatory representative organisations distributed on the basis of their respective representativeness in EASA.

However, in the case of political Concertation and at the request of EASA or of a signatory representative organisation, the Concertation body may sit in a restricted configuration of a maximum of three (3) members of the signatory representative organisations.

Each signatory representative organisation shall be free to decide on the composition of its delegation. One (1) person may be invited to provide technical assistance.

The signatory organisations shall designate local representatives.

Article 15: Concertation levels

Concertation shall operate at two levels:

- administrative, with the Director responsible and/or the representative designated for social dialogue; and
- political, with the Executive Director.

At each Concertation level, the signatory parties shall work to reach an agreement whenever possible.

Article 16: Administrative Concertation

Administrative Concertation is organised at the request either of EASA or of a signatory representative organisation.

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

In case of request by a signatory representative organisation, EASA has ten working days to answer to a request for Concertation.

Refusals to grant Concertation must be justified in writing.

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.

If the request for Concertation is accepted, the timetable for the preparation and holding of Concertation meetings must be notified within ten working days of acceptance of the request.

Concertation shall begin after the relevant documents have been sent by EASA within six weeks of EASA's acceptance of the request for Concertation.

Article 17: Political Concertation

Political Concertation shall take place with the Executive Director.

Political Concertation shall be held if there is disagreement between the members of the administrative Concertation body.

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Article 18: 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. Each signatory representative organisation must indicate a single position.

Title 4: Exercise of trade union rights

Chapter 1: Conditions for the exercise of trade union rights

Article 19: Trade union premises

EASA shall make premises available to the signatory representative organisations for activities directly involving EASA staff. These premises must be located on the EASA premises.

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

Article 20: Meetings

The signatory representative organisations (and their member elements) shall have the right to hold meetings on the EASA premises.

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

One or more recognised organisations may call general meetings of the staff provided that they give the corporate services department at least two working days' notice.

Article 21: Sending e-mails to staff


EASA shall authorise the signatory representative organisations to send e-mails from their functional inbox to all staff.

EASA will provide a functional mailbox to the signatory representative organisations.

Article 22: Distribution of trade union documents

Signatory representative organisations may use the internal mail service to distribute mail to staff.

Article 23: EASA facilities to be made available to the organisations

For the purpose of trade union activities, the EASA shall authorise the signatory representative organisations to use EASA's internal reproduction and communication facilities. 

If so requested, EASA shall provide the signatory representative organisations with a home page on the intranet.

Article 24: Operational resources

Resources shall be made available only to the representative organisations which are party to this Framework Agreement. The exact amount of resources will be agreed at a later stage.

Chapter 2: Trade union representatives

Article 25: 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 EASA.

Article 26: 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 27: 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 signatory representative organisations.

Article 28: Duties carried out in the interests of EASA

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

Duties performed by representative organisations delegates as part of Concertation proceedings shall be considered part of the duties they are required to perform in their service of origin.

Article 29: Career management for trade union representatives

The provisions for staff representatives laid down in EASA rules for implementing Articles 43 and 45 of the Staff Regulations shall apply. The procedure applying to the local representatives of the signatory organisations will be defined in a Concertation.

Title 5: Work stoppages

Article 30: Work stoppages

In the event of a labour dispute, 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.

Article 31: Prior notice

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

Article 32: 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 EASA 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 35 and 36.

Article 33: Content of notice

The strike notice shall state the reasons for the 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 34: Use of period of notice

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

Article 35: 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 EASA representatives and the organisation(s) calling the 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 36: 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 35.

Article 37: Freedom of action for staff choosing to strike

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

Article 38: Freedom to work for staff choosing not to strike



During the 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 39: Return to work

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

Title 6: Final provisions

Article 40: Entry into force

This Agreement shall enter into force upon signature by EASA and the first signatory representative organisation whichever happens last.

Article 41: Termination

This Agreement may be terminated at any time by either party with an advanced written notice of ninety (90) days.

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 termination.

Article 42 Annual review

This Agreement will be subject to an annual review by its signatories.

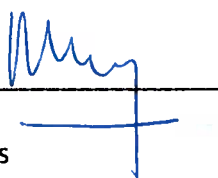
For EASA

For U4U

Patrick Ky, Executive Director

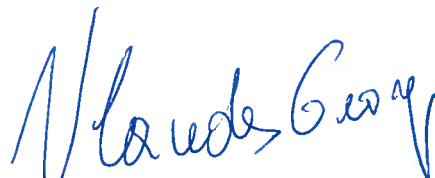
Mr. Georges Vlandas, President

Signature: _____



Done at Brussels
Date: 12/01/2018

Signature: _____



Done at Brussels
Date: 12/01/2018