

**AGREEMENT ON RELATIONS BETWEEN
FUSION FOR ENERGY (F4E) AND
THE TRADE UNIONS AND STAFF ASSOCIATIONS (TUSA)
("FRAMEWORK AGREEMENT")**

Fusion for Energy ("F4E"), represented by Mr Johannes Schwemmer, Director

on the one part,

AND

the Trade Unions and Staff Associations listed below:

- 1) **Union for Unity** (U4U) represented by Mr Georges Vandas,
- 2) **Union Syndicale Fédérale**, represented by Brian Macklin

both hereinafter denominated "TUSA"

on the other part:

- Taking into account articles 9§3, 10, 10 a), 10 b), 10 c), 24 b) and 55 of the Staff Regulations of Officials
- Taking into account articles 11, 54 et 81 du Régime applicable aux autres agents de la Communauté européenne
- Vu les articles 27 et 28 de la Charte européenne des droits fondamentaux

HAVE AGREED AS FOLLOWS:



Title 1: General provisions

Article 1: Scope

This Framework Agreement governs relations between F4E and the Trade Unions and Staff Associations (TUSA).

Article 2: Freedom of association

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

Officials and other servants of F4E may be members of a Trade Union or a Staff Association.

Article 3: Role of the Trade Unions and Staff Associations

F4E 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 F4E.

The Trade Unions and Staff Associations shall act in the general interest of the Staff without prejudice to the powers conferred on the Staff committee by the Staff Regulations.

Article 4: Membership of a Trade Union

Membership in 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 F4E their articles of association and the names of their local representatives.

Likewise, F4E 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 F4E personnel.

This recognition implies the acceptance by each party of the other as a social dialogue partner. For the purpose of social dialogue, TUSA shall be represented by affiliated F4E staff members. For the concertation at executive level (cf. Art 16) the affiliated F4E staff members may be supported by one or at a maximum two representatives of each of the TUSA organisations


2

signatory to this agreement. The number of affiliated F4E staff members must always equal the number of representatives of each TUSA organisation or be higher.

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 F4E, 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

F4E shall recognise as representative the recognised organisations which each have initially at least **15** fully paid-up members who are officials or other servants (TA/CA) of F4E. After two years after signature of this agreement, the recognition is instead linked per each signatory to a number of 5 % of the Staff complement as shown in the Establishment Plan (Officials, Temporary Agents and Contract Agents)

Article 9: Representativeness criterion to be fulfilled by the organisations

The number of members of the organisations shall be notified by a declaration by the chairman of the organisation to the F4E Director, who may ask for a verification to an organism selected

After verification, this body shall notify F4E as to whether or not the organisations exceed the threshold.

The independent body may not under any circumstances notify F4E 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,

- a) within the first year after conclusion of this agreement and during a period of at least 3 months, ceases to have at least 10 fully paid-up members who are officials or other servants of F4E, or
- b) following that period ceases to have at least 15 fully paid-up members who are officials or other servants of F4E

shall notify F4E and its rights as a representative organisation under this Framework Agreement shall be suspended.

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

The F4E Administration shall notify the other signatory representative organisations accordingly.

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Title 3: Concertation

Article 11: Partners

The representative organisations which are parties to this Framework Agreement may conclude agreements with F4E through the concertation procedure in accordance with the arrangements set out in this Framework Agreement.

Article 12: Programming of the proceedings

At the beginning of each year, F4E 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 F4E'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 F4E of the list of items they wish to have discussed within the framework of social dialogue.

In cooperation with the signatory representative organisations, the F4E HR 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 13: Time Limit

The concertation in the social dialogue shall be held in a timely manner and not exceed 6 weeks after having been called for by TUSA or F4E.

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 the following areas:
 - new rules, policies and decisions or amendments to existing rules, policies and decisions concerning implementation of the Staff Regulations of Officials or the Conditions of Employment of Other Servants or affecting their wellbeing and working conditions
 - the transposal of the implementing rules in the context of article 110 of the Staff Regulations

There shall be no concertation on the implementation of existing rules, policies 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.

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

Article 15: Concertation bodies

Concertation shall take place in a concertation body made up of a maximum of 6 members of the signatory representative organisations distributed on the basis of their respective representativeness in F4E.

However, in the case of political concertation and at the request of F4E or of a signatory representative organisation, the concertation body may sit in a restricted configuration of a maximum of 4 members of the signatory representative organisations.

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

Article 16: Concertation levels

Concertation shall operate at two levels:

- technical, with the head of the service responsible and/or the representative designated for for social dialogue
- executive, with the F4E Director.

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

Article 17: Technical concertation

Technical concertation is organised at the request either of F4E or of a signatory representative organisation.

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

F4E 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 three 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 executive level at the request of a signatory representative organisation.

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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

After concertation, 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

Subject to availability, F4E shall provide on an ad hoc basis premises (meeting room) to allow for confidential meetings between a Staff member and TUSA.

Article 20: Meetings

The representative organisations shall have the right to hold meetings on the F4E premises.

Staff attending these meetings must comply with the security rules in force in F4E premises and follow the instructions of F4E's security services.

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

Article 21: Sending e-mails to Staff

F4E provides each of the recognized and representative OSPs with a functional e-mail box.

F4E shall authorise the representative organisations to send e-mails from their functional inbox to all Staff.

The methods of dissemination of these e-mails are those provided for in F4E.

Article 22: Distribution of Trade Union documents

Documents of Trade Union origin are distributed in the offices of the officials/agents in the F4E administrative buildings.

Recognised organisations may use the internal mail service to distribute mail to Staff.

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Article 23: F4E facilities to be made available to the organisations

For the purpose Trade Union activities, F4E shall authorise the recognised organisations to use F4E's electronic mailing facilities.

If so requested, F4E shall provide the recognised organisations with a home page on the intranet.

Chapter 2: Trade Union representatives

Article 24: Permission for absence from duties

A maximum of two authorised delegates of the signatory representative organisations may be permitted to absent themselves for two working days per year each from their duties for specific and well-defined Trade Union activities, in accordance with rules to be laid down by F4E and if it is in the interest of the service.

Article 25: Leave for Trade Union activities

In accordance with the rules in force on leave, special leave for Trade Union purposes, not exceeding two 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 26: Duties carried out in the interests of F4E

The signatory representative organisations may designate authorised delegates to participate in meetings of the concertation body and in working groups organised by F4E.

The fact of performing such duties shall in no way be prejudicial to the person concerned.

Article 27: Review clause

All privileges and resources granted to TUSA under the Title 4 of this agreement are subject to budget availability. A first review can be held after one year of the conclusion of this agreement.

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Title 5: Work stoppages

Article 28: 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 29: Prior notice

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

Article 30: 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 F4E 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 31: 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 32: 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 33: 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 F4E 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 34: 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.

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Article 35: Freedom of action for Staff choosing to strike

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

Article 36: 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 37: Non-payment of strike days

F4E has the sole discretion for non-payment for days on strike.

Article 38: Return to work

The arrangements for returning to work shall be the subject of concertation between F4E and the signatory representative organisation(s) involved in the dispute.

Title 6: Final provisions

Article 39: Entry into force

This Agreement shall enter into force on 1 October 2019 for an indefinite period.

Article 40: Termination

After an initial period of one year from the date of its entry into force, this Agreement may be terminated 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.

After one year after signature by all signatories the agreement may be reviewed by the signatories of the agreement.

Article 41: Application

The terms of this agreement do not apply to non-statutory personnel.

Article 42: Jurisdiction

This agreement shall be exclusively subject to the Laws and the jurisdiction of the Courts of the European Union.

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Article 43: Applicable Law

This agreement shall be governed by the law of the European Union, complemented by national substantive law of Spain other than its rules of private international law (conflict of law/renvoi rules).

Done in Brussels,

The representatives for the Trade Unions
and Staff Associations (TUSA

Fusion for Energy



Georges Vandas



Brian Macklin



Johannes P. Schwemmer
Director



