



# FAB CE Social Dialogue Charter

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## 1. Preamble

1.1 FAB Central Europe (shortly named FAB CE, hereinafter referred to as "FAB") is a joint initiative of the States of Austria, Bosnia & Herzegovina, Croatia, Czech Republic, Hungary, Slovakia and Slovenia and the respective Air Navigation Service Providers (hereinafter referred to as "ANSPs") Austrocontrol, BHDCA, Croatiacontrol, ANS CZ, HungaroControl, LPS SR and Sloveniacontrol with the objective to comply with the requirements of Single European Sky, regarding the establishment of Functional Airspace Blocks.

1.2 It is recognised that the establishment of the FAB needs employee commitment, through their timely involvement in the FAB CE development. Therefore, a regular social impact assessment and pro-active dialogue between ANSPs Management and ANSPs staff, respectively staff representatives, on the FAB developments is essential for the successful establishment of the FAB. Social impact assessment includes processes of analyzing, monitoring and managing the intended and unintended social consequences, both positive and negative, of planned interventions (policies, programmes, plans) and social change processes invoked by those interventions, aiming to bring about a more sustainable human environment.

Such Social Dialogue will be carried out in accordance with the relevant EU Directives and Guidelines and will have to be established at FAB CE level and should be reflected also at national level. This Charter is based on principles of the CHARTER OF FUNDAMENTAL RIGHTS OF THE EUROPEAN UNION (2007/C 303/01).

- 1.3 Dialogue should be based on transparency, understanding and on trust at all level.
- 1.4 Now therefore, the Parties to this Charter as mentioned hereinafter have agreed to establish rules for a FAB Social Dialogue as follows and have jointly set out in this document the values. These values and rights are the foundation for operational, technical and social cohesion within the FAB CE, which is essential to be able to share in the benefits of growth.

## 2. Objective of the Social Dialogue

- 2.1 Discuss and give opinions on issues pertaining to labour and social security relations, as well as social impacts on operational and technical changes not regulated by imperative provisions of national legislations.
- 2.2 Enable the exchange of views and experiences of good national practices, fully respecting the diversity of national industrial relations systems and traditions.
- 2.3 The Objective of the Social Dialogue is to provide the appropriate framework for the open and fair exchange of timely and comprehensive information and views between the Parties of this Charter on FAB developments and issues, which are likely to have an impact on staff in order to improve mutual understanding and cooperation.
- 2.4 The Social Dialogue also provides for consultation on FAB issues as listed in 3.1 and is the official consultation body for FAB issues directly affecting employees.
- 2.5 The FAB Social Dialogue should also support the exchange of information and the consultation processes at national level.

## 3. Scope of the Social Dialogue

- 3.1 **Social Responsibility Statement:** Social partners are committed to safe and motivating working conditions and foster employment through personal development and by enhancing skills. CEOC pursues social dialogue as a guiding principle and ensures that employees and their representatives are kept informed and consulted.
- 3.2 **Information:** Within the Social Dialogue the Parties in the Social Dialogue will provide information and views on all FAB CE developments and issues in particular focussing on those directly affecting employees, e.g.:
  - Education, Training and Licensing
  - Work Organisation
  - Safety and Just Culture
  - Mobility of ANS staff
  - Impact on/of Technology
  - Social impacts on operational and technical changes
  - Staffing issues, such as attracting and retaining staff, with the exception of national collective bargaining and wage negotiations, which shall not be subject to FAB CE Social Dialogue
  - Impact on Human Factors

Information qualified as to be “confidential” has to be treated as “confidential” by all Parties to this Charter and must not be disclosed to any third party.

- 3.3 **Consultation:** In addition to regular information a consultation process will be implemented in order to secure the involvement of employees, represented by their bodies, at such a stage that will allow the FAB CE CEO Committee (CEOC) to take the staff views into account within their decision making process.
- 3.4 **Development** of common views in a spirit of cooperation and good faith, with a common understanding of the equal importance of technical, social, economic and financial aspects.

#### **4. Parties in the Social Dialogue**

##### **4.1 Parties in the Social Dialogue are:**

- On the FAB employer side the FAB ANSPs Management is represented by the FAB CE CEO Committee (CEOC).
- On the staff side the bodies representing the FAB CE staff as listed in Annex A which is an integrated part of this Charter.

##### **4.2 All Parties jointly form the Consultation Forum as specified under Chapter 6.**

##### **4.3 Social Dialogue shall be open for other staff representing bodies within FAB CE to join.**

#### **5. Information Process - Communication**

- 5.1 Information shall be given at such time and with such content as are appropriate to keep employees updated and to enable, where necessary, staff representatives to prepare for consultation and enable that their views are considered at least 14 days prior to final decision making.
- 5.2 Information (i.e. draft documents, status reports on new developments, meeting minutes of WGs, CEOC meeting summaries etc.) will be provided on regular basis by CEOC to Staff Representing Parties through all available channels, i.e. the FAB website and push-mails on new developments, newsletters, leaflets, status reports, etc.
- 5.3 The above information will be enhanced by ad hoc workshops on specific issues. If any social partner decides that there is a need to organize a workshop a joint agenda will be agreed. Such workshops will be organized by CEOC or the respective Working Group.

#### **6. Consultation Process / Consultation Forum**

- 6.1 As platform for the consultation process within the social dialogue, the Consultation Forum will be established as set forth below.
- 6.2 It is recognised that all SES issues are open for discussion in the Consultation Forum.

- 6.3 In general the consultation process is established for the exchange of views and ideas. Whenever possible, the consultation process will lead to development of joint position statements and/or recommendations to be taken into account and further discussed in the FAB decision making bodies.
- 6.4 Any such position statement and/or recommendation can only be achieved by consensus of all Parties to this Charter.
- 6.5 The Consultation Forum shall have regular meetings as well as ad hoc consultation meetings for specific / urgent issues.

## **7. Consultation Forum Regular Meetings**

- 7.1 Attendants to the ordinary meetings of the Consultation Forum are the Parties to this Charter.
- 7.2 CEOC will be represented by the Chairman. CEOC may ask members of ANSPs, PMO, SG, WGs and staff representing bodies may ask members of international organizations recognized by national staff representing bodies, such as IFATCA, ATCEUC, ETF or IFATSEA to join as experts for special issues.

## **8. Organization of the Regular Meetings**

- 8.1 Regular meetings of the Consultation Forum shall be held twice a year at minimum, in principle at site of one FAB member ANSP or TU.
- 8.2 CEOC shall recommend that through local agreements the coverage of the expenses of at least 2 ATCO and 2 non- ATCO Staff Representatives per ANSP to meet in a half-day preparatory session, the regular meeting and in a half-day debriefing session thereafter is assured.
- 8.3 The meetings are co-chaired by CEOC and one representative of staff representing Parties. Staff Representing Parties will agree internally how to be nominated for co-chair and will inform CEOC in due course in writing before the meeting. Such letter has to be signed by duly authorized persons.
- 8.4 The agenda and all practical details shall be mutually developed and agreed between the co-chairs. The draft agenda shall be distributed to the Parties not later than 2 weeks before the planned date of the meeting. All issues to be developed shall therefore be sent in due time to the chairperson and the co-chairperson in order to prepare the final agenda. All other issues if sent outside the set parameters, shall be treated as "a.o.b", if agreed by the participants or referred automatically to the next meeting agenda.
- 8.5 Minutes shall be drafted after each meeting. The draft minutes shall be taken by the secretary to the meeting and distributed to the Parties for comments not later than 2 weeks after the meeting. Comments shall be given within a period of 2 weeks after distribution. Comments shall be incorporated. Thereafter the final minutes shall be distributed. In case of any disagreement on the minutes all comments shall be recorded with the author. The final draft minutes shall be approved at the next meeting.
- 8.6 The meetings shall be held in English, with English also being the authoritative language for all written communication.

8.7 After each meeting the CEOC and the Staff Representing Parties will issue joint and agreed communication through the appropriate channels to the FAB workforce outlining the main items and outcomes discussed during the meeting. This communication shall be in English.

## **9. Ad Hoc Meetings**

9.1 Where there is a need for consultation on specific issues of major importance, significantly affecting employees, which have to be addressed without undue delay, each Party to this Charter may ask for such an ad hoc meeting. The meeting should take place as soon as possible when such issue arises, in order not to impede or delay consultation.

## **10. Term and Termination of this Charter**

10.1 This Charter shall become effective by January 1<sup>st</sup>, 2011.

10.2 The initial term of this Charter shall be one year. The Charter shall extend automatically for one year periods, unless earlier terminated by one Party giving 3 month prior written notice to the year end or by mutual consent of the Parties as described in 10.3.

10.3 In case Danube ATCU, Unions Alliance or any other Trade Unions Alliance representing at least 3 or more unions decides to cancel the participation, this Charter will become null and void. In case any other of the Staff Representing Parties decides to cancel its participation, it will leave the Social Dialogue and the Social Dialogue will be continued with the remaining Parties.

## **11. Miscellaneous**

11.1 This Charter is in conformity of the EU Council Directive 2002/14/EC on Informing and Consulting Employees in the European Community.

11.2 This Charter may be amended at any time by mutual agreement of all Parties in writing. All Parties agree to settle any disputes about the meaning of this Charter through voluntary discussions.

11.3 If all endeavours of the Parties to this Charter fail to settle the dispute, each Party to this Charter is entitled to cancel his participation in the Social Dialogue.

\* \* \*

## **ANNEX A:**


### **Staff representing Parties acc. 4.1 (status Nov. 2010)**


- Danube ATCU
- FAB CE Unions Alliance
- Croatian Air Traffic Controller's Union (CATCU)
- Slovenian ATC Trade Union (SSKL)

\* \* \*

Vienna, *15. 12. 2010*

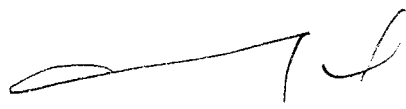
**Austro Control**  
Österreichische Gesellschaft für Zivilluftfahrt  
mit beschränkter Haftung

  
.....  
Heinz Sommerbauer  
Managing Director

  
.....  
Johann Zernsky  
Managing Director

*Vilnius*  
Budapest, *15. 12. 2010*

**HungaroControl**  
Hungarian Air Navigation Services Pte.Ltd.Co

  
.....  
Kornél Szepessy  
Chief Executive Officer

Ljubljana, .....

Kontrola zračnega prometa Slovenije, d.o.o.

.....  
Franc-Željko Županec, M. Sc.  
Chief Executive Officer

Bratislava, .....

Letové prevádzkové služby SR, štátny podnik

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Miroslav Bartos  
Chief Executive Officer

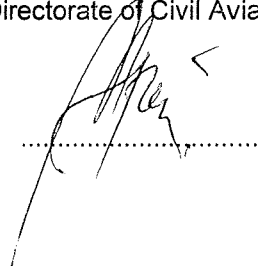
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Řízení letového provozu České republiky, státní podnik

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Jan Klas  
Chief Executive Officer

*Vilnius*  
Sarajevo, *15. 12. 2010*

Bosnia and Herzegovina  
Directorate of Civil Aviation

  
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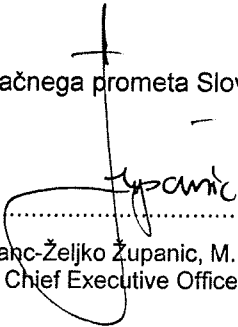
Zagreb, .....

Hrvatska kontrola zračne plovidbe d.o.o

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Drazen Ramljak  
Chief Executive Officer

Ljubljana, 16/02/2011

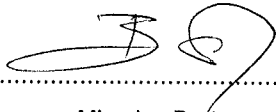
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Fraňc-Željko Županič, M. Sc.  
Chief Executive Officer



Bratislava, ..... 16. 2. 201

Letové prevádzkové služby SR, štátny podnik



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Miroslav Bartos  
Chief Executive Officer

Prague, 16. 02. 2011

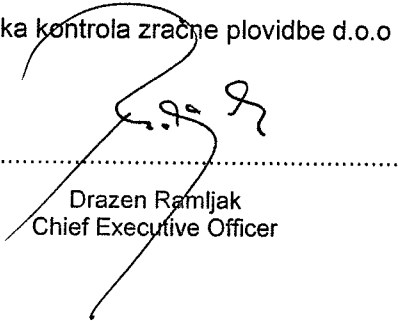
Řízení letového provozu České republiky, státní podnik



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Jan Klas  
Chief Executive Officer

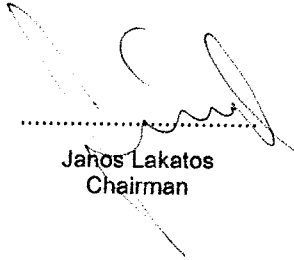
Zagreb, 14.2.2011.

Hrvatska kontrola zračne plovidbe d.o.o

  
.....  
Drazen Ramljak  
Chief Executive Officer

Jan 17, 2011

Danube ATCU



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János Lakatos  
Chairman

Feb. 7, 2011

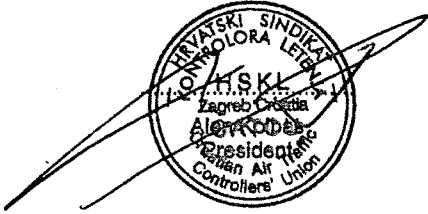
FAB CE Unions Alliance



Handwritten signature of Jeffrey Smith, with a dotted line underneath.

Zagreb, Feb. 23, 2011

Croatian Air Traffic Controller's Union



Ljubljana 17.02.2011

Slovenian ATC Trade Union

A handwritten signature in black ink, appearing to read 'Stauber', written over a horizontal dotted line.

Robert Stauber  
President