

# **PRELIMINARY TRANSLATION**

## **EUROPEAN AGREEMENT**

### **on certain aspects of the working conditions of railway mobile workers assigned to interoperable cross-border services concluded by the European Transport Workers' Federation (ETF) and the Community of European Railways (CER).**

#### **HAVING REGARD TO**

- the future of rail transport which requires the modernisation of the system and the development of the Trans-European traffic and thus interoperability services,

the need of developing a safe cross-border traffic and to protect the health and safety of the mobile workers assigned to interoperable cross-border services,

- the need to avoid competition only based on differences between working conditions,
- the interest to improve the railway transport within the European Union,
- the opinion that these aims will be met in creating common rules on minimum standards on working conditions for mobile workers assigned to interoperable cross-border services,
- the conviction that the number of this staff concerned will increase in the next years,
- the Treaty establishing the European Community and in particular Articles 138 and 139 (2),
- the Directive 93/104/EC (modified by Directive 2000/34/EC), and especially the articles 14 and 17,
- the convention on the law applicable to contractual obligations (Rome, 14 June 1980 in the current version),
- the fact that Article 139 (2) of the Treaty provides that agreements concluded at European level may be implemented at the joint request of the signatory parties by a Council decision on a proposal from the Commission,
- the fact that the signatory parties hereby make such request,

## **THE SIGNATORY PARTIES HAVE AGREED THE FOLLOWING:**

### Clause 1

#### **Scope**

This agreement shall apply to railway mobile workers assigned to interoperable cross-border services carried out by railway undertakings.

For cross-border local and regional passenger traffic, and for cross-border freight traffic that is less than 15 kilometres beyond the border, and for the traffic between official border stations listed in the annex, the application of this agreement is voluntary.

This agreement is also voluntary for trains on "Trans-border-routes" which both start and stop on the infrastructure of the same Member State and use the infrastructure of another Member state without stopping there (and which can therefore be considered as a national transport operations).

As regards mobile workers assigned to interoperable cross-border services,, the Directive 93/104/EC shall not apply to the aspects according to which this agreement contains more specific provisions.

### Clause 2

#### **Definitions**

For the purpose of this agreement, the following definitions shall apply:

1. "interoperable cross-border services": cross-border services for which at least two safety certificates as required by Directive 2001/14/CE are requested for the railway undertakings;
2. "mobile worker assigned to interoperable cross-border services": any worker being a member of train crew assigned to interoperable cross-border services for more than one hour on a daily shift base;
3. "working time ": any period during which the worker is working, at the employer's disposal and carrying out his activities or duties, in accordance with national laws and/or practice;
4. "rest period": any period which is not working time;
5. "night time" : any period of not less than 7 hours, as defined by national law, and which must include in any case the period between midnight and 5 a.m..
6. "night shift": any shift of at least 3 hours work during the night time.

7. "rest away from residence": daily rest which cannot be taken at the normal residence of the mobile worker.
8. "driver" :any worker in charge of operating a traction unit;
9. "driving time": the duration of the scheduled activity in which the driver is in charge of the traction unit, excluding the scheduled time to prepare or to dispose of that traction unit. It includes the scheduled interruptions when the driver remains in charge of the traction unit.

### Clause 3

#### **Daily rest in residence**

The minimum daily rest in residence period shall be 12 consecutive hours in a 24-hour period.

It can be reduced to a minimum of 9 consecutive hours once each 7-day period. In that case, the hours corresponding to the difference between the reduced rest and 12 hours will be added to the next daily rest in residence.

A significantly reduced daily rest shall not be stated between two daily rests away from residence.

### Clause 4

#### **Daily rest away from residence**

The minimum daily rest away from residence shall be 8 consecutive hours in a 24-hour period

A daily rest away from residence has to be followed by a daily rest in residence<sup>1</sup>

It is recommended to take care of the comfort of the accommodation of the staff while taking a rest away from home.

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<sup>1</sup> The parties agree that negotiations between the social partners on a second consecutive rest away from residence as well as compensation for rest away from residence could take place on railway undertaking or at national level as appropriate. On the European level, the question of the number of consecutive rests away from residence as well as compensation for rest away from residence will be renegotiated two years after the signature of this agreement.

## Clause 5

### **Breaks**

#### a) Drivers

If the working time of a driver is longer than 8 hours, a break of at least 45 minutes shall be given during the working day.

Or

When the working time is between 6 and 8 hours, this break is at least of 30 minutes and shall be given during the working day.

The time of day and the duration of the break shall be sufficient to ensure an effective recuperation of the worker.

These breaks may be adapted during the working day in cases of train delays.

A part of the break should be given between the 3<sup>rd</sup> and the 6<sup>th</sup> working hour.

Clause 5 a) is not applicable if there is a second driver. In that case, the conditions of granting the breaks are regulated at the national level.

#### b) Other on board staff

For the other on board staff, a break of minimum 30 minutes shall be given if the working time is longer than 6 hours.

## Clause 6

### **Weekly rest period**

Every mobile workers assigned to interoperable cross-border services is entitled, per each seven-day period, to a minimum uninterrupted weekly rest period of 24 hours plus the 12 hours' daily rest referred to clause 3.

Each year, mobile worker disposes of 104 rest periods of 24 hours, which includes the 24 hours periods of the 52 weekly rests.

Including

- 12 double rests (of 48 hours plus a daily rest) including Saturday and Sunday.
- and
- 12 double rests (of 48 hours plus a daily rest) without guarantee of Saturday or Sunday included.

## Clause 7

## **Driving time**

The maximum driving time as defined in clause 2 is limited to 9 hours for a day shift and 8 hours for a night shift between two daily rests.

The maximum driving time for each 2-week period is limited to 80 hours.

### Clause 8

## **Control**

A register pointing out the daily working hours and rests of the mobile workers shall be maintained to allow monitoring of compliance with the provisions of the present agreement. The elements concerning the actual working hours will be available. This register will be conserved in the undertaking during minimum 1 year.

### Clause 9

## **Nonregression clause**

The implementation of this agreement shall not constitute in any case valid grounds for reducing the general level of protection afforded to mobile railway workers assigned to interoperable cross-border services.

### Clause 10

## **Follow-up of the agreement**

The signatory parties will follow the implementation and the application of the agreement in the framework of the Sectoral Dialogue Committee set in accordance with Commission Decision 98/500/EC..

#### Clause 11

##### **Evaluation**

The parties shall evaluate the above provisions 2 years after the signature of the present agreement in the light of the first experiences of development of interoperable cross-border services.

#### Clause 12

##### **Revision**

The parties shall review the above provisions 2 years after the end of the implementation period laid down in the Council decision putting this agreement into effect.

Annex

**LIST OF THE OFFICIAL BORDER STATIONS LOCATED BEYOND THE 15 KM LIMIT AND  
FOR WHICH THE AGREEMENT IS VOLUNTARY**

RZEPIN (PL)

TUPLICE (PL)

ZEBRZYDOWICE (PL)

DOMODOSSOLA (I)