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autonomous  
framework  
agreement

**telework and  
the right to disconnect  
in the education sector**

## Having regard to:

1. the Treaty on the Functioning of the European Union (TFEU), and in particular Articles 153, 154 and 155 thereof;
2. the Charter of Fundamental Rights of the European Union of 7 December 2000;
3. Directive 89/391/EEC on the introduction of measures to encourage improvements in the health and safety of workers at work<sup>1</sup> ;
4. Directive 90/270/EEC on the minimum safety and health requirements for work with display screen equipment<sup>2</sup> ;
5. Directive 2000/78/EC establishing a framework for equal treatment in employment and occupation<sup>3</sup> ;
6. Directive 2002/14/EC establishing a general framework for informing and consulting employees in the European Community<sup>4</sup> ;
7. Directive 2003/88/EC concerning certain aspects of the organisation of working time<sup>5</sup> ;
8. Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)<sup>6</sup> ;
9. Directive (EU) 2019/1152 on transparent and predictable working conditions in the European Union<sup>7</sup> ;
10. Directive (EU) 2019/1158 on work-life balance for parents and carers and repealing Council Directive 2010/18/EU<sup>8</sup> ;
11. Directive (EU) 2024/1385 on combating violence against women and domestic violence<sup>9</sup> ;
12. Council conclusions on telework of 14 June 2021<sup>10</sup> ;
13. European Parliament resolution of 21 January 2021 with recommendations to the Commission on the right to disconnect<sup>11</sup> ;
14. Council Recommendation C/2023/1389 of 12 June 2023 on strengthening social dialogue in the European Union<sup>12</sup> ;
15. the Framework Agreement on Telework of 16 July 2002 concluded by ETUC, UNICE, UEAPME and CEEP;
16. the Framework Agreement on Digitalisation, signed in June 2020, by ETUC (and the liaison committee Eurocadres/CEC), BUSINESSEUROPE, SMEunited and CEEP;
17. Multi-Sectoral Guidelines to Tackle Third-Party Violence and Harassment Related to Work adopted by EPSU, ETUCE, CESI, HOSPEEM, CEMR, EFEE, EFFAT, Hotrec, EUPAE on 6 May 2025;
18. the Work Programme 2024-2026 of the Committee of European Sectoral Social Dialogue in Education, adopted on 14 December 2023, in which the social partners undertook to negotiate an autonomous sectoral social partners' agreement on telework and the right to disconnect.

1 OJ L 183, 29.6.1989, p. 1–8.

2 OJ L 156, 21.6.1990, p. 14–18.

3 OJ L 303, 2.12.2000, p. 16–22.

4 OJ L 80, 23.3.2002, p. 29–34.

5 OJ L 299, 18.11.2003, p. 9–19.

6 OJ L 119, 4.5.2016, p. 1–88.

7 OJ L 186, 11.7.2019, p. 105–121.

8 OJ L 188, 12.7.2019, p. 79–93.

9 OJ L, 2024/1385, 24.5.2024.

10 General Secretariat of the Council of the European Union, no. 9747/21.

11 OJ C 456, 10.11.2021, p. 161–176.

12 OJ C, C/2023/1389, 6.12.2023.

## Whereas:

1. the implementation of this autonomous framework agreement contributes to achieving the objectives of the Union and the Member States, under Article 151 TFEU, in particular the objectives of the promotion of improved living and working conditions and dialogue between management and labour;
2. the signatory social partners recognise that, in line with Article 26 of the Universal Declaration of Human Rights and Article 14 of the EU Charter of Fundamental Rights, everyone has the right to education and that compulsory education shall be free, available and accessible to all;
3. the signatory social partners recognise that, in line with Article 13 of the EU Charter of Fundamental Rights, the arts and scientific research shall be free of constraint and academic freedom shall be respected;
4. the provisions of this autonomous framework agreement are without prejudice to rights under Union law, notably the rights deriving from Directive 2000/78/EC establishing a framework for equal treatment in employment and occupation, Directive 89/391/EEC on the introduction of measures to encourage improvements in the health and safety of workers at work, Directive (EU) 2019/1158 on work-life balance for parents and carers, Directive 2003/88/EC concerning certain aspects of the organisation of working time, Regulation (EU) 2016/679 (General Data Protection Regulation), and Directive (EU) 2019/1152 on transparent and predictable working conditions;
5. within the education sector, as defined in this autonomous framework agreement, there exists a broad number of professional figures that each have different employment conditions and professional needs; these may include, among others, varying from country to country: school teachers, school principals, academics, researchers, trainers, educators and support staff;
6. professionals in the education sector perform both teaching-related activities and non-contact tasks as part of their work-related duties in a way where the total working time is not always defined, managed or supervised by the employer;
7. the signatory social partners recognise that performing work outside of the employer's premises does not by itself qualify as telework, given the diversity of professions and roles within the education sector;
8. the signatory social partners recognise the essential importance of in-person teaching and learning;
9. the choice to telework only modifies the way in which work is performed and should therefore not affect the workers' status and role in the organisation, such as their connection to a certain department or team, their hierarchical position, length of service or contractual status in accordance with national law, collective agreements or practice;
10. the signatory social partners recognise the employers' right to manage and supervise work, which includes, for example, setting workplace-wide or team-specific practices and policies on teleworking, working time, or ICT and data protection, in accordance with national law, collective agreements or practice;

11. if the place of telework is agreed by the employer and the workers and/or the workers' representatives, the worker cannot be expected to perform telework in a place other than the agreed place of telework;
12. under no circumstances, should telework be forced on workers to replace sick leave and any other kind of leave, such as maternity, parental, or carer's leaves;
13. recognising that workers engaged in telework may be disproportionately impacted by grave events, the signatory social partners acknowledge the importance of ensuring continued protection, support and flexibility for remote workers; these events may compromise workers' ability to safely perform their duties or maintain stable working conditions, necessitating responsive measures to uphold their welfare and productivity;
14. the signatory social partners recognise the negative effects of an always-on culture and the importance of maintaining a healthy work-life balance;
15. in light of the increasing use of digital communication tools, information and reasoned replies that are to be provided in writing under this autonomous framework agreement can be provided by electronic means;
16. in the context of this autonomous framework agreement, 'workers' representatives' means workers' representatives as provided for in national law and/or practice, and fully recognising and respecting the prerogatives of trade unions and their representatives as these are established by ILO Conventions (in particular Conventions N° 87, 98 and 135) and the Council of Europe European Social Charter;
17. while this autonomous framework agreement allows modalities, particularities or aspects of telework to be set by individual agreement, such individual agreements shall respect applicable law or collective agreements, and respect the objectives of this autonomous framework agreement and the general protection of workers afforded by it;
18. the occurrence of a force majeure, including but not limited to a natural disaster or pandemic, does not fall within the scope of this autonomous framework agreement;
19. this autonomous framework agreement does not prejudice the right of social partners to uphold or conclude, at the appropriate level, including the European level, agreements that adapt or complement this autonomous framework agreement in a manner which takes into account the specific needs of the social partners concerned.

The signatory social partners have agreed to the following:

## 1. Purpose

This autonomous framework agreement between the European sectoral social partners of the education sector, the European Trade Union Committee for Education (ETUCE) and the European Federation of Education Employers (EFEE), facilitates the development of telework on a voluntary basis and enables all workers in the sector to exercise their right to disconnect.

## 2. Scope

This autonomous framework agreement applies to workers in the education sector in the European Union who have an employment contract or an employment relationship as defined by law, collective agreements or practice in force in each Member State, with consideration to the case law of the Court of Justice.

## 3. Definitions

In the context of this autonomous framework agreement, the following definitions apply, without prejudice to national law, collective agreements or practice:

**Disconnect:** means not being required or expected to engage in work-related activities, more specifically, monitoring work-related communications channels, outside working time.

**Education sector:** this category includes pre-primary, primary, secondary, tertiary, and other education, as defined in the Statistical Classification of Economic Activities in the European Community (NACE Rev. 2.1), namely NACE codes: 85.1 Pre-primary education, 85.2 Primary education, 85.3.1 General secondary education, 85.3.2 Vocational secondary education, 85.3.3 Post-secondary non-tertiary education, 85.4 Tertiary education, 85.51 Sports and recreation education, 85.59 Other education not elsewhere classified (n.e.c.), 85.61 Intermediation service activities for courses and tutors, 85.69 Educational support activities n.e.c.

**Student:** refers to all individuals enrolled in and regularly attending an education programme provided by institutions in the education sector. This includes children, adolescents, and adults engaged in formal or non-formal education at the pre-primary, primary, secondary, vocational education and training, post-secondary non-tertiary, tertiary, or other recognised education or training levels, including sports, recreational, and specialised education. Students may be enrolled on a full-time or part-time basis, and their status may include learners in both public and private education institutions.

**Telework:** a modality of organising and performing work, mainly using information and communication technologies (ICT), in the context of an employment relationship, where work that could otherwise be performed on the employer's premises or another defined workplace, is partially or entirely carried out away from such workplaces, on a regular basis.

**Worker:** means a worker in the education sector as established according to national law, collective agreements or practice in each Member State with consideration to the case law of the Court of Justice.

**Workers' representatives:** means workers' representatives as provided for in national law and/or practice, and fully recognising and respecting the prerogatives of trade unions and their representatives.

**Working time:** means any period during which the worker is working, at the employer's disposal and carrying out their activity or duties, in accordance with national law and/or practice, as defined in point (1) of Article 2 of Directive 2003/88/EC and relevant case law.

## 4. Telework

### 4.1. Voluntary character of telework

Telework shall be voluntary for both the worker and employer and shall therefore be consented to by both parties.

Telework may be established as part of the initial job description or employment contract, or it can be introduced subsequently at the request of either the employer or the worker. The form and conditions of the agreement, either written or oral, shall be determined in accordance with national law, collective agreements, and practice.

When the employer makes an offer of telework, the worker shall accept or refuse this offer within a reasonable period of time.

When the worker, supported by their workers' representative if needed, requests to telework, the employer shall accept or refuse this request within a reasonable period of time. In case of refusal, the employer shall provide a reasoned reply to the request within a reasonable period of time, without prejudice to relevant provisions in national law, collective agreements, and practice. When deciding on such requests, employers shall not act arbitrarily and shall ensure that decisions are guided by objective criteria and the need to promote equal treatment, including the best interests of students.

The agreement to telework, be it part of the initial job description or the employment contract or agreed afterwards by the employer and the worker, may be reversed, and its extent may be expanded or reduced in accordance with national law, collective agreements, and practice.

If telework is not part of the initial job description or the employment contract, the modalities of its reversibility, and of reducing or expanding the extent of telework, shall be established by agreement between employers, workers and/or their representatives in accordance with national law, collective agreements, and practice.

Any such changes shall allow reasonable time for the employer and worker to adjust.

If the worker performs telework, the employer shall provide all relevant information on the agreement, including the telework to be performed, when and how the telework is to be performed, and all applicable arrangements.

In the case of events gravely affecting the health and safety of the worker performing telework, the worker has the right to terminate, revert, or suspend the telework agreement without prior notification.

### 4.2. Principle of equal treatment

As regards to rights, terms and conditions of employment, workers who telework shall not be subject to any less favourable treatment, in comparison to those applicable to them when working from the employer's premises or those of comparable workers at the employer's premises, solely because they telework unless such different treatment is justified on objective grounds.

A worker's request or refusal to telework cannot be by itself a reason, nor be accounted among the reasons for termination of the employment relationship, changing the terms and conditions of employment of that worker not related to teleworking, or lead to less favourable treatment, disciplinary sanctions or retaliation.

It is the worker's responsibility to follow the regulations applicable to telework and the employer's responsibility to make sure that the worker abides by these regulations. A breach of obligations by the worker may lead to disciplinary measures or negatively impact a performance review.

### **4.3. Data protection, privacy, control and monitoring**

The management of workers' personal data must comply with the General Data Protection Regulation (EU) 2016/679.

The collection of data must specifically comply with provisions laid out in article 5 on principles relating to processing of personal data, article 6 on lawfulness of processing, and article 9 on processing of special categories of personal data of Regulation (EU) 2016/679.

The employer shall inform and consult the worker and the workers' representatives prior to the introduction or changes to the monitoring of the performance of telework, in accordance with European Union and national law, collective agreements or practice.

The employer shall respect the worker's private and family life and the privacy of the worker's home and private spaces as defined in national law, collective agreements, and practice.

### **4.4. Equipment, costs and responsibilities**

All questions concerning work equipment, mutual responsibilities and costs are to be clearly defined between both parties before starting to telework. The employer shall inform the worker in a timely manner of applicable policies.

The worker shall be informed of any existing applicable guidelines on security safeguards or restrictions on the use of the equipment provided to them, and of the possible related sanctions in case of non-compliance. The employer is responsible for providing the necessary equipment in order to secure the protection of the employer's data.

As a general rule, the employer is responsible for providing ICT equipment for teleworking, including hardware and software with the same functionality as the worker would have in the workplace environment. The employer shall provide access to necessary support for the proper functioning of the ICT equipment. Workers performing telework are to take good care of the equipment provided to them.

The provided equipment shall conform to health and safety standards.

If the parties agree on the use of the worker's own equipment, the employer shall arrange for adherence to necessary technical requirements and information security.

The compensation of direct costs caused by telework must be agreed in advance, with regard to national law, collective agreements, and practice.



#### 4.5. Health and safety

The employer shall be responsible for the protection of the occupational health and safety of all workers, whether they perform telework or not, in accordance with Directive 89/391/EEC and relevant daughter directives, national law and collective agreements. The worker performing telework shall duly comply with the applicable provisions, including those stipulated by the employer. The applicable provisions related to occupational accidents and illnesses shall apply to the worker performing telework in accordance with national law, collective agreements, and practice.

Employers' and workers' representatives, at the appropriate level, are to assess and prevent or mitigate health and safety risks related to teleworking as part of their regular occupational risk assessment procedures, in accordance with national law, collective agreements, and practice. Such specific risks may include mental health challenges, social isolation, ergonomic issues, and blurred boundaries between work and personal life, requiring individual support for the worker when appropriate.

#### 4.6. Training

Workers performing telework shall have equal access to training and career development opportunities as comparable workers not performing telework and are subject to the same appraisal policies as those comparable workers.

Workers performing telework are to receive appropriate training targeted at the use of the technical equipment at their disposal.

#### 4.7. Collective rights

Workers performing telework shall have the same collective rights and the same conditions for participating in and standing for elections to bodies representing workers or providing worker representation as comparable workers not performing telework.

The employer shall not interfere with the possibility of workers performing telework to contact and be contacted by the rest of the workforce, as well as workers' representatives, through the employer's digital infrastructure or similarly effective means. The employer shall refrain from accessing or monitoring those contacts and communications.

Workers' representatives shall be informed and consulted by the employer on the introduction or change to telework policies, as prescribed by Directive 2002/14/EC, national law and collective agreements.

## 5. Right to disconnect

The right to disconnect shall apply to all workers.

The right to disconnect shall be without prejudice to working time, on-call, and standby arrangements, in accordance with Directive 2003/88/EC and relevant case laws, and national law or collective agreements, that require the worker to be contactable during defined periods of time and consequently to perform work, and that are justified on objective grounds.

Employers' and workers' representatives, at the appropriate level, are to regularly assess the risks of an always-on culture and to prevent or reduce its negative effects, as a part of social dialogue, as defined in Council Recommendation C/2023/1389, regarding work-life balance, worker's wellbeing, and respect for personal time, in accordance with applicable Union legislation, national law, collective agreements, and practice.

The right to disconnect should be exercised in a fair and transparent manner reflecting the specificities of the education sector, the diversity of roles and responsibilities, operational needs across different organisations and functions, and varying professional and personal circumstances, including teleworking.

The social partners agree to continue the social dialogue on the implementation of the right to disconnect and the promotion of a healthy work-life balance, by considering, among others, the following activities:

1. raising awareness of the right to disconnect and its fair and transparent use;
2. encouraging respectful internal and external communication practices;
3. making use of technological solutions to facilitate disconnection and
4. creating clear policy frameworks, such as internal policies, guidelines or codes of conduct.

Exercising a worker's right to disconnect cannot be grounds for adverse consequences for the worker or retaliation by the employer.

## 6. Implementation and follow-up

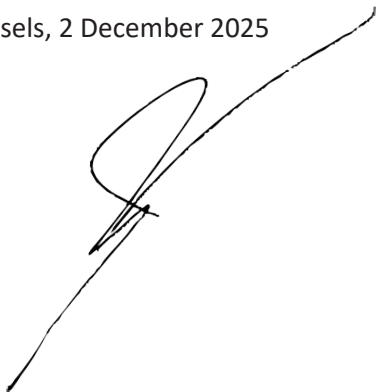
The implementation of the provisions of this autonomous framework agreement shall not constitute valid grounds for reducing the general level of protection afforded to workers or the employers' right to supervise and manage work in the field covered by this autonomous framework agreement.

Sectoral national social partners can, at the appropriate level and subject to the conditions set by national law and practice, uphold or conclude collective agreements which adapt or complement the rules included in this autonomous framework agreement provided that the general level of protection of workers is ensured.

The signatory social partners and their member organisations commit to reporting on the implementation of this autonomous framework agreement five years after its signature to the Committee of the European Sectoral Social Dialogue in Education (ESSDE).

The signatory social partners shall review this autonomous framework agreement five years after the date of its signature, if requested by either of the signatory social partners.

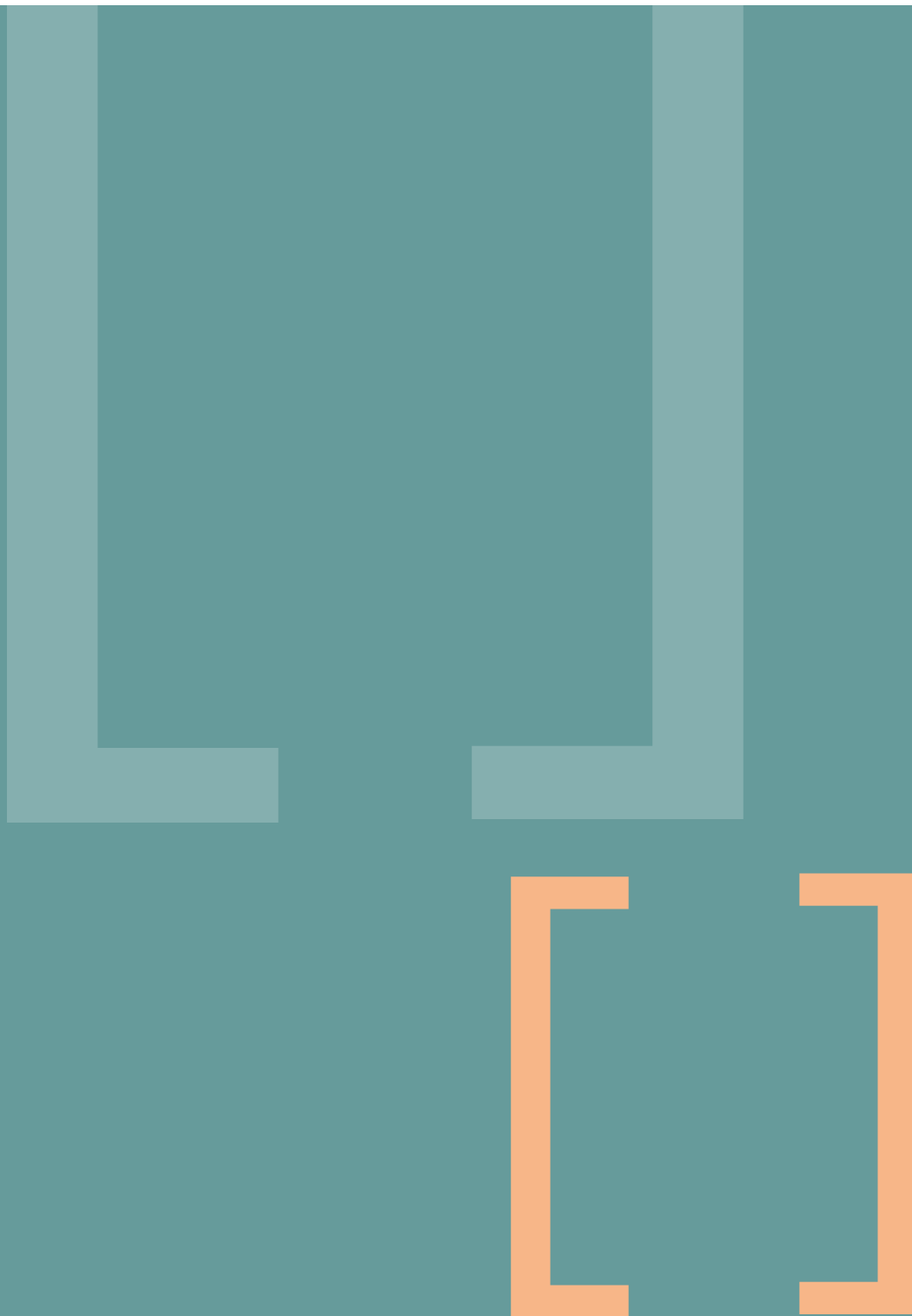
Brussels, 2 December 2025



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