

Translation of agreement made with DeepL

**The Employers' Association of the German Rubber Industry (ADK) e. V., Hanover,
and the Mining, Chemical and Energy Industrial Union, Main Executive Committee,
Hanover,**

conclude the following Social Partner Agreement on Digital Access Rights

Preamble

The progressive digitalisation of the world of work, which has been further accelerated by the Corona pandemic, is leading to an increasing replacement of conventional information channels.

The trend towards home offices and mobile working is causing a dissolution of company structures and leading to lasting changes in communication in companies. New digital communication channels are emerging between management and the workforce and between works councils and the workforce.

Trade union access to the workforce, which is an essential factor for a successful social partnership and which is recognised in case law, is only able to keep pace with these developments to a limited extent.

is only keeping pace with these developments to a limited extent and remains in the "analogue age". This leads to a slowdown in communication and the exclusion of whole groups of workers from communication.

Such a development is neither in the interest of the social partners nor of the workforces or companies. It may lead to a factionalisation of the workforces, to more difficult communication of collective bargaining results and other agreements, to a lack of information and demand, and ultimately to an increase in the potential for conflict in the companies.

The functioning of the social partnership also requires a functioning and up-to-date communication between trade unions and workforces with the means of the "digital age".

On the basis of this conviction, the social partners, Employers' Association of the German Rubber Industry (ADK) e. V., Hanover and the Mining, Chemical and Energy Industrial Union, Main Executive Board, Hanover, recommend the operational implementation of this agreement.

§ 1 Principle

The IG BCE shall also be granted digital access rights in the companies in accordance with the company communication structures and communication channels. The currently established and existing communication channels shall be used. The creation of new communication channels which do not yet exist or are not used in the company is not intended; at the same time, the existing "analogue" access channels are not to be replaced.

§ 2 Digital access channels

The traditional right of access shall be supplemented in the following ways, depending on the operational situation:

1. the possibility of publishing trade union information via company information systems (e.g. digital "notice board" on the company intranet).
2. forwarding trade union information via company digital information systems (mailing lists).
3. access to or use of company video conferencing systems for trade union digital meetings (online consultation hour, online VL meeting). 4. provision of company video conferencing systems for trade union digital meetings (online consultation hour, online VL meeting).
4. the provision of existing company communication channels for directly addressing and informing workers.

The list of digital access channels is not exhaustive. When new communication channels are made available within the company or when the possibilities are

Whenever new communication channels are made available within the company or the possibilities are extended by technical developments, the digital access law should always be reviewed.

§ 3 Implementation

- The concrete design of the digital access routes shall be determined at company level by agreement between the company and the competent organisational unit of IG BCE. The social partners will jointly advise on this and provide regulatory modules.
- The provisions of data protection law must be observed when implementing digital access channels.

§ 4 Term and further development

(1) The agreement shall run for an indefinite period and may be terminated with three months' notice to the end of each six-month period.

(2) Any termination of the social partner agreement shall not affect the company agreements concluded on the basis of this agreement. These may be terminated in accordance with the provisions of the agreement. 3.

(3) The social partners shall review developments to date on the occasion of the collective bargaining rounds and discuss any necessary adjustments to the social partner agreement.

Hanover, 22 April 2021

Employers' Association of the German

Rubber Industry (ADK) e.V.

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