



EUROPEAN COURT OF HUMAN RIGHTS
COUR EUROPÉENNE DES DROITS DE L'HOMME

THIRD SECTION

CASE OF ASSOCIATION OF CIVIL SERVANTS AND UNION FOR COLLECTIVE BARGAINING AND OTHERS v. GERMANY

(Applications nos. 815/18 and 4 others – see appended list)

JUDGMENT

Art 11 • Form and join trade unions • Legislation, rendering conflicting collective agreements concluded by minority trade unions inapplicable, within the respondent State's margin of appreciation • Limited extent of restriction, not affecting an essential element of trade-union freedom • Interference pursuing weighty aim of securing proper functioning of system of collective bargaining in interests of employees and employers

STRASBOURG

5 July 2022

FINAL

05/10/2022

This judgment has become final under Article 44 § 2 of the Convention. It may be subject to editorial revision.

In the case of Association of Civil Servants and Union for Collective Bargaining and Others v. Germany,

The European Court of Human Rights (Third Section), sitting as a Chamber composed of:

Georges Ravarani, *President*,

Georgios A. Serghides,

María Elósegui,

Darian Pavli,

Anja Seibert-Fohr,

Andreas Zünd,

Frédéric Krenc, *judges*,

and Milan Blaško, *Section Registrar*,

Having regard to:

the applications (nos. 815/18, 3278/18, 12380/18, 12693/18 and 14883/18) against the Federal Republic of Germany lodged with the Court under Article 34 of the Convention for the Protection of Human Rights and Fundamental Freedoms (“the Convention”) by three German trade unions, the Association of Civil Servants and Union for Collective Bargaining, *Marburger Bund* – Association of Employed and State-employed Physicians in Germany and the Trade Union of German Train Drivers, and also by several German nationals, Ms Melanie Angert and others (see appended table) and Mr Sven Ratih (“the applicants”), on the various dates indicated in the appended table;

the decision to give notice to the German Government (“the Government”) of the complaint concerning the compatibility of the provisions of the Uniformity of Collective Agreements Act with the applicants’ freedom of association under Article 11 of the Convention and to declare inadmissible the remainder of the applications;

the observations submitted by the respondent Government and the observations in reply submitted by the applicants;

the third-party comments submitted by the German Trade Union Confederation, the Confederation of German Employers’ Associations, the German Railway stock corporation together with the Employers’ and Trade Association of Mobility and Transport Providers and the Aviation Employers’ Association, all of whom had been granted leave to intervene by the Vice-President of the Section (Article 36 § 2 of the Convention and Rule 44 § 3 of the Rules of Court);

Having deliberated in private on 10 May 2022 and 31 May 2022,

Delivers the following judgment, which was adopted on the last-mentioned date:

INTRODUCTION

1. The applications concern the compatibility with Article 11 of the Convention of the Uniformity of Collective Agreements Act (*Tarifeinheitsgesetz*), which regulates conflicts that arise if several collective agreements are applicable in one business unit of a company. The Act prescribes that, in the event of such a conflict, the collective agreement of the trade union which has fewer members in the business unit becomes inapplicable.

THE FACTS

2. The years of the applicants' birth, registration or establishment and their places of residence or seat are indicated in the appended table. They were represented by Mr W. Däubler, Dußlingen (first applicant), Mr F. Schorkopf, Göttingen (second applicant) and Mr U. Fischer, Frankfurt a.M. (applicants in the third to fifth applications).

3. The Government were represented by one of their Agents, Mr H.-J. Behrens, of the Federal Ministry of Justice and Consumer Protection, and by Mr T. Giegerich, Professor at Saarland University.

4. The facts of the case, as submitted by the parties, may be summarised as follows.

5. The first applicant, Association of Civil Servants and Union for Collective Bargaining (*Beamtenbund und Tarifunion (dbb)*), is a confederation of trade unions and associations of the public service and the private service sector. One of its missions is to negotiate collective agreements for the members of its member unions.

6. The second applicant, *Marburger Bund* – Association of Employed and State-employed Physicians in Germany, concludes collective agreements for its members, employed physicians, since 2006.

7. The third applicant, the Trade Union of German Train Drivers (*GDL*) is the oldest trade union in Germany, whose mission it is to conclude collective agreements for its members, railway traffic employees.

8. The applicants in the fourth case (Ms Melanie Angert and others) and in the fifth application (Mr Sven Ratih) are members of the third applicant trade union.

I. BACKGROUND TO THE ADOPTION OF THE UNIFORMITY OF COLLECTIVE AGREEMENTS ACT

9. A company may negotiate with different trade unions representing employees of that company and may conclude several collective agreements covering employees working in the same business unit of the company (*Betrieb*) with these trade unions. This may lead to conflicts where several

collective agreements with diverging provisions cover employees in similar positions in that business unit (these are known as “conflicting collective agreements”). In that event, the Federal Labour Court had initially considered in its case-law, from 1957 onwards, that only the collective agreement which was most specifically tailored to the business unit in question remained applicable. In 2010 that court reversed its case-law (to which there had previously been some exceptions), which it then considered to lack a sufficient legal basis, and permitted different collective agreements to apply to employees in similar positions in one business unit of a company, depending on the relevant employee’s trade union membership.

10. On 3 July 2015, consequently, the legislature adopted the Uniformity of Collective Agreements Act, which entered into force on 10 July 2015, to provide for a new solution in case of conflicting collective agreements. Under this Act, which, in particular, inserted a new section 4a into the Collective Agreements Act (*Tarifvertragsgesetz*, see paragraph 27 below), only the collective agreement concluded by the trade union which has the highest number of members employed within the business unit of the company concerned remains applicable; other collective agreements become inapplicable (section 4a § 2, second sentence).

11. The union whose collective agreement became inapplicable has the right to adopt the legal provisions of the majority union’s collective agreement (*Nachzeichnung*). Moreover, if the employing company engages in collective bargaining, it has to inform the other trade unions in that company, and all unions have the right to present their demands to the employer (section 4a §§ 4 and 5 of the Collective Agreements Act; see details in paragraph 27 below).

12. Furthermore, the Uniformity of Collective Agreements Act inserted sections 2a § 1 no. 6 and 99 into the Labour Courts Act (see in detail paragraph 30 below). They establish the procedure for determining which of the conflicting collective agreements is applicable in a given business unit.

II. THE PROCEEDINGS BEFORE THE FEDERAL CONSTITUTIONAL COURT

13. The applicants lodged a constitutional complaint with the Federal Constitutional Court directly targeting the Uniformity of Collective Agreements Act, arguing that the legal provisions as amended by this Act breached, in particular, their right to form associations to safeguard and improve working and economic conditions under Article 9 § 3 of the Basic Law.

14. In a leading judgment of 11 July 2017 on the first and second applicants’ constitutional complaints, *inter alia*, the Federal Constitutional Court found, by six votes to two, that section 4a of the Collective Agreements Act as amended by the Uniformity of Collective Agreements Act was

incompatible with Article 9 § 3 of the Basic Law in one respect only. The provision did not contain sufficient safeguards to ensure that the interests of those professional groups whose collective agreement became inapplicable under section 4a § 2, second sentence, were sufficiently taken into account in the applicable collective agreement. Apart from this, the Uniformity of Collective Agreements Act, interpreted in line with the reasons given in the Constitutional Court's judgment, was compatible with the Basic Law, and the applicants' constitutional complaints were thus essentially dismissed (file no. 1 BvR 1571/15 and others).

15. The Federal Constitutional Court found that the first and second applicants had themselves been directly affected, already at that stage, by the impugned provisions, as the latter had required them to take into account, in their current collective bargaining policy and organisational structure, the potential inapplicability of any future collective agreements negotiated by them. They therefore had standing to lodge a constitutional complaint.

16. The court further found that section 4a § 2, second sentence, of the Collective Agreements Act considerably impaired the right to form associations to safeguard and improve working and economic conditions under Article 9 § 3 of the Basic Law. The provision led to the inapplicability of the provisions of a collective agreement resulting from a trade union's collective bargaining. The members of the trade union in question were accordingly left without a collective agreement.

17. Moreover, the provision led to trade unions which were in a minority position in a company no longer being considered as a serious collective bargaining partner by the employer. This weakened those trade unions' ability to attract new members and to mobilise their members to strike. Furthermore, the trade unions' freedom of association was impaired in that they might be obliged to disclose the number of their members in a business unit in labour court proceedings to determine the majority union (see section 2a § 1 no. 6 and 99 of the Labour Courts Act, at paragraph 30 below), and thus their strength in the event of industrial action. Moreover, the provision affected their decisions on their negotiation policy and profile, and particularly on the professional groups they wished to represent. However, the provision did not curtail a trade union's right to strike even where it was known in advance that the trade union taking industrial action had a smaller number of members than another trade union in the company concerned.

18. The interferences with the right to freedom of association by the impugned provisions, interpreted in the light of the Basic Law, fell, for the most part, within the State's margin of appreciation and were thus justified.

19. Freedom of association could be restricted by legal provisions regulating the relationship between competing trade unions. The impugned provisions pursued the important legitimate aim of ensuring that a fair balance was struck in collective agreements on working and economic conditions and thus safeguarding the operation of the system of autonomous

collective bargaining (*Tarifautonomie*). They aimed at influencing trade unions' activities by encouraging them to cooperate and avoid negotiating different collective agreements for employees in similar positions. Fair collective bargaining would be jeopardised if employees with key positions in a business unit negotiated their working and economic conditions separately and thereby impaired the other employees' ability to negotiate on an equal footing with the employer.

20. The court stated that, in order to be proportionate, the impugned provisions had to be interpreted restrictively. Firstly, all parties to collective agreements in a business unit could agree on the agreement of a minority trade union not becoming inapplicable under section 4a § 2, second sentence, of the Collective Agreements Act where several conflicting collective agreements had been concluded. Furthermore, a collective agreement only became inapplicable in certain circumstances, that is to say if, and for as long as, there was an overlap with the majority union's agreement as regards the place, time, business unit and employees' position covered and if at least part of the provisions on working conditions differed in the agreements (conflicting collective agreements). Even where such a conflict occurred, long-term benefits or guarantees concerning the personal life planning agreed upon in a minority's collective agreement, such as longer-term contributions to a pension, job guarantees or provisions on the duration of working life, could not be rendered inapplicable unless there was a comparable benefit or guarantee in the majority's agreement.

21. Moreover, the right to adopt the majority union's collective agreement under section 4a § 4 of the Collective Agreements Act was to be interpreted broadly and applied to the majority's agreement in its entirety and not only to the issues in respect of which the agreements overlapped. Furthermore, a collective agreement did not become inapplicable where the rules on notification of collective bargaining and on hearing other competing trade unions (section 4a § 5 of the Collective Agreements Act), which served to safeguard the minority unions' rights under Article 9 § 3 of the Basic Law, had not been respected. Finally, the proceedings under section 99 of the Labour Courts Act had to be led in such a way as to avoid, as far as possible, disclosing the number of members in a given trade union. This could be achieved by a notary certifying only the fact which union organises the majority of employees in a business unit, without disclosing the names and number of members of the trade unions concerned.

22. Section 4a § 2, second sentence, of the Collective Agreements Act was, however, disproportionate in so far as it did not provide for safeguards against neglecting the interests of employees in particular professions or sectors by the majority trade union (in which these employees may be un- or under-represented) in the collective agreement negotiated by that union. That provision remained applicable until it was amended by the legislature (until 31 December 2018 at the latest), with the proviso that a collective agreement

could only become inapplicable if it had been substantiated that the majority trade union had seriously and effectively taken into account the interests of the professional groups whose collective agreement became inapplicable.

23. Rules of public international law, including, *inter alia*, Article 11 of the Convention and the European Social Charter, contained no guarantees going beyond the protection provided by Article 9 § 3 of the Basic Law.

24. By decision of 10 August 2017, served on counsel for the applicants on 28 September 2017, the Federal Constitutional Court, referring to its leading judgment of 11 July 2017, declined to consider the constitutional complaints by the applicants in the third to fifth applications (file no. 1 BvR 1803/15).

RELEVANT LEGAL FRAMEWORK

I. THE DOMESTIC LEGAL FRAMEWORK

A. Provision of the Basic Law

25. Article 9 of the Basic Law, on freedom of association, in so far as relevant, provides:

“(3) The right to form associations to safeguard and improve working and economic conditions shall be guaranteed to every individual and to every profession. Agreements which restrict or seek to impair this right shall be null and void; measures directed to this end shall be unlawful. ...”

B. Provisions of the Collective Agreements Act and the Uniformity of Collective Agreements Act

26. Under section 3 § 1 of the Collective Agreements Act collective agreements bind the employer and the members of the trade union having concluded the agreement.

27. Section 4a of the Collective Agreements Act, on conflicting collective agreements (*Tarifikollision*), as amended by the Uniformity of Collective Agreements Act and in force at the relevant time, provides:

“(1) In order to maintain the protection function, the distribution function, the pacification function and the ordering function of legal provisions of a collective agreement, conflicting collective agreements shall be prevented in a business unit.

(2) In accordance with section 3, an employer may be bound by several collective agreements with different trade unions. To the extent that the scopes of application of collective agreements of different trade unions which are not identical in content overlap in one business unit (conflicting collective agreements), only the legal provisions of the collective agreement shall apply which was concluded by the trade union that organised the majority of employees in that business unit at the time when the last conflicting collective agreement was concluded. ...

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(4) A trade union may request the employer or confederation of employers that it may subsequently adopt the legal provisions of the collective agreement which is conflicting with the agreement it had concluded (*Nachzeichnung*). ...

(5) If an employer or confederation of employers starts negotiations with a trade union on the conclusion of a collective agreement, the employer or confederation of employers is obliged to give notice thereof in due time and in an adequate manner. A different trade union, whose tasks under their statute comprises the conclusion of collective agreements ..., is entitled to present its expectations and demands to the employer or confederation of employers orally.”

28. According to the Explanatory Memorandum to the draft Uniformity of Collective Agreements Act submitted by the Government to the Federal Parliament, the objective of the Act was to ensure the proper functioning of the system of collective bargaining by preventing conflicting collective agreements. The Act is aimed at safeguarding the ordering, distribution, protection and pacification functions of collective agreements. Those functions would be endangered if conflicting collective agreements applied which did not reflect the value of the work performed by different employees, but the key or other position of the respective employees in the business unit. The Act should notably prevent trade unions representing employees in key positions from negotiating collective agreements to the detriment of other employees, thus preserving solidarity between employees. It should further facilitate the conclusion of an overall compromise within a business unit, which was important, in particular, in times of economic crisis for saving jobs. The provisions of the Act are supposed to encourage trade unions to avoid concluding conflicting collective agreements for employees in similar positions. Different ways of avoiding conflicting collective agreements proposed by several experts were not considered equally suitable to achieve this aim (see German Federal Parliament, Parliamentary publication no. 18/4062 of 20 February 2015, pp. 8 *et seq.*).

29. By an Act which entered into force on 1 January 2019 (Federal Law Gazette [*Bundesgesetzblatt*] I, p. 2651), the legislator amended section 4a § 2 of the Collective Agreements Act in order to comply with the Federal Constitutional Court’s judgment. Section 4a § 2, as amended, provides, in addition, that the legal provisions of a collective agreement concluded by a minority union remain applicable if, when concluding the collective agreement of the majority union, the interests of groups of employees also covered by the agreement of the minority union were not seriously and effectively considered.

C. Provisions of the Labour Courts Act

30. Section 2a § 1 no. 6 of the Labour Courts Act, as inserted by the Uniformity of Collective Agreements Act, provides that the labour courts have sole jurisdiction to determine which of several conflicting collective agreements was applicable in a business unit under section 4a § 2, second

sentence, of the Collective Agreements Act. The newly inserted section 99 of the Labour Courts Act lays down the procedure in that regard. It provides, in particular, that proceedings may be instituted at the request of one of the parties to a conflicting collective agreement. The final decision as to which collective agreement is applicable in a business unit concerned has *erga omnes* effect.

II. INTERNATIONAL LAW AND PRACTICE

31. International bodies made, *inter alia*, the following findings in respect of national legal systems requiring trade unions to meet certain representativeness criteria for collective bargaining and concluding collective agreements.

32. The International Labour Organization (ILO) Committee on Freedom of Association (CFA), having regard, *inter alia*, to the Right to Organise and Collective Bargaining Convention (No. 98), 1949, ratified by Germany, summarised its practice in this regard as follows:

“1350. The Collective Bargaining Recommendation, 1981 (No. 163), enumerates various means of promoting collective bargaining, including the recognition of representative employers’ and workers’ organizations (Paragraph 3(a)). ...

1351. Systems of collective bargaining with exclusive rights for the most representative trade union and those where it is possible for a number of collective agreements to be concluded by a number of trade unions within a company are both compatible with the principles of freedom of association. ...

1360. Systems based on a sole bargaining agent (the most representative) and those which include all organizations or the most representative organizations in accordance with clear pre-established criteria for the determination of the organizations entitled to bargain are both compatible with Convention No. 98. ...

1387. The Committee has recalled the position of the Committee of Experts on the Application of Conventions and Recommendations that, where the law of a country draws a distinction between the most representative trade union and other trade unions, such a system should not have the effect of preventing minority unions from functioning and at least having the right to make representations on behalf of their members and to represent them in cases of individual grievances” (see ILO CFA, Compilation of decisions (2018), with further references)

33. The European Committee of Social Rights (ECSR) found in respect of the right to bargain collectively under Article 6 of the European Social Charter (ratified by Germany at the relevant time in its original 1961 version):

“It is open to States Parties to require trade unions to meet an obligation of representativeness subject to certain conditions. With respect to Article 6 § 2 such a requirement must not excessively limit the possibility of trade unions to participate effectively in collective bargaining. In order to be in conformity with Article 6 § 2, the criteria of representativeness should be prescribed by law, should be objective and reasonable and subject to judicial review which offers appropriate protection against

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arbitrary refusals. ...” (see Digest of the Case Law of the ECSR of December 2018, p. 100, with further references)

THE LAW

I. JOINDER OF THE APPLICATIONS

34. Having regard to the similar subject matter of the applications, the Court finds it appropriate to examine them jointly in a single judgment (Rule 42 § 1 of the Rules of Court).

II. ALLEGED VIOLATION OF ARTICLE 11 OF THE CONVENTION

35. The applicants complained that the impugned provisions of the Uniformity of Collective Agreements Act violated their right to form and join trade unions, including a right to collective bargaining, as provided in Article 11 of the Convention, which reads as follows:

“1. Everyone has the right to freedom of peaceful assembly and to freedom of association with others, including the right to form and to join trade unions for the protection of his interests.

2. No restrictions shall be placed on the exercise of these rights other than such as are prescribed by law and are necessary in a democratic society in the interests of national security or public safety, for the prevention of disorder or crime, for the protection of health or morals or for the protection of the rights and freedoms of others. This Article shall not prevent the imposition of lawful restrictions on the exercise of these rights by members of the armed forces, of the police or of the administration of the State.”

A. Admissibility

36. The parties agreed, in particular, that the applicants could all claim to be victims, for the purposes of Article 34 of the Convention, of a breach of Article 11 directly by the impugned provisions of the Uniformity of Collective Agreements Act.

37. The Court notes that in order to be able to claim to be a victim of a Convention violation, for the purposes of Article 34, a person or group of individuals must be directly affected by the impugned measure (see for a comprehensive recapitulation of the relevant case-law in this regard *Yusufeli İlçesini Güzelleştirme Yaşatma Kültür Varlıklarını Koruma Derneği v. Turkey* (dec.), no. 37857/14, §§ 37-39, 7 December 2021). It is, however, open to a person to contend that a law violates his or her rights, in the absence of an individual measure of implementation, and therefore to claim to be a “victim” within the meaning of Article 34, if he or she is required to either modify his or her conduct or risk being prosecuted, or if he or she is a member of a class of people who risk being directly affected by the legislation (see,

inter alia, *Burden v. the United Kingdom* [GC], no. 13378/05, §§ 33-34, ECHR 2008, and *Michaud v. France*, no. 12323/11, § 51, ECHR 2012).

38. The Court observes that with the entry into force of the impugned legislation and the judgment of the Federal Constitutional Court of 11 July 2017, the applicant trade unions, in accordance with the aim of that legislation, needed to adapt their collective bargaining policy and possibly their organisational structure to avoid the inapplicability of future collective agreements negotiated by them (see also the Federal Constitutional Court's findings at paragraphs 15 and 17 above, and paragraphs 46-47 and 46 below). The applicant unions, like the applicant trade union members in whose interest the unions pursued and adapted their collective bargaining strategies, are accordingly members of a group who risk being directly affected by the impugned legislation. All applicants can thus claim to be victims of the alleged Convention violation.

39. The Court further notes that this complaint is neither manifestly ill-founded nor inadmissible on any other grounds listed in Article 35 of the Convention. It must therefore be declared admissible.

B. Merits

1. The parties' submissions

(a) The applicants

40. The applicants complained that the impugned provisions of the Uniformity of Collective Agreements Act had severely interfered with their right under Article 11 of the Convention to freedom of association. As a consequence of the Act, the applicant trade unions had no longer been able to conclude applicable collective agreements in companies in which a different trade union had more members and employers no longer wished to negotiate with them.

41. The interference was not prescribed by law for the purposes of Article 11 § 2. The impugned provisions of the Uniformity of Collective Agreements Act were not sufficiently precise and foreseeable in their application. It was very difficult in practice to know which part of a company was the relevant "business unit", which staff members were to be counted as "employees" and thus which of the trade unions in a business unit had the majority of members. The first applicant further argued that the impugned provisions did not pursue a legitimate aim as they were aimed at encouraging trade unions to cooperate, whereas it was for the latter to decide how to negotiate collective agreements.

42. Finally, the interference with an essential element of the applicants' freedom of association, namely the right to bargain collectively, by the impugned provisions was not proportionate to the aim of an egalitarian collective bargaining policy. The interference was not adequately

compensated for by the minority union's right to be heard and to adopt the collective agreement of the majority union as it deprived trade unions of their independence and attractiveness for members. It would also be difficult to mobilise members to strike if it was certain from the outset that what was obtained as a result and reflected in a collective agreement would not ultimately be applicable. The applicants stressed, in particular, that the impugned Act, while also affecting trade unions such as the first applicant which did not represent employees in key positions, thus disadvantaged and threatened the existence of smaller trade unions of professional groups.

43. The applicants further submitted that prior to the entry into force of the Uniformity of Collective Agreements Act, it had sometimes happened in practice that different collective agreements for the same group of employees had been applicable in one business unit; it had not been shown that this had caused any particular difficulties. The true reason for the adoption of the impugned Act was to create a monopoly structure on the part of the employees. While it was true that section 4a § 2, second sentence, of the Collective Agreements Act never had to be applied in practice, this was also due to the fact that the collective bargaining parties had agreed to exclude the applicability of the provision in some sectors for specific collective agreements of minority trade unions, which therefore remained applicable (regarding this possibility, cf. paragraph 20 above).

(b) The Government

44. The Government submitted that the interference by the impugned legislation with the applicants' right to freedom of association, which included a right to bargain collectively with an employer, had been justified for the purposes of Article 11 § 2. It had been prescribed by law, namely the Uniformity of Collective Agreements Act as interpreted restrictively by the Federal Constitutional Court. In particular, the term "business unit" in the new section 4a § 2 of the Collective Agreements Act had long been used in labour law and been interpreted in a foreseeable manner by the labour courts.

45. The interference pursued the legitimate aim of protecting the rights and freedoms of other trade unions and their members. It served to protect the German system of collective bargaining as such by preventing minority trade unions representing employees with key positions from securing a disproportionate share of a company's profits. They submitted that since the year 2000, several such unions, representing *inter alia* pilots, flight attendants, salaried physicians and train drivers, had engaged in separate collective bargaining and intensive industrial action aimed at obtaining special advantages for their members.

46. The interference was further necessary in a democratic society for the protection of the rights of others. The legislature enjoyed a wide margin of appreciation in this regard as the Act concerned Germany's social and economic policy and only affected an accessory aspect of trade union

freedom. It concerned all trade unions, large and small, in the same manner, since the question of which trade union had the majority of members in a particular business unit was usually uncertain. The Act therefore only induced all trade unions alike to coordinate their collective bargaining efforts, while retaining the right to bargain collectively and to take industrial action if necessary. In addition, procedural rights had been created to protect minority trade unions.

47. The Government submitted that this system worked in practice; in particular, section 4a § 2, second sentence, of the Collective Agreements Act had never yet been applied. None of the smaller unions had lost a considerable number of members or had become less relevant in collective bargaining as a result of the impugned Act. In essence, the legislation had reintroduced the principle of uniformity of collective agreements which had been applied by the Federal Labour Court for decades prior to the reversal of its case-law (cf. paragraph 9 above).

(c) The third-party interveners

48. Both the German Trade Union Confederation (*Deutscher Gewerkschaftsbund (DGB)*) and the Confederation of German Employers' Associations (*Bundesvereinigung der Deutschen Arbeitgeberverbände (BDA)*) considered the Uniformity of Collective Agreements Act to be compatible with Article 11 of the Convention also in the light of international labour law, which permitted privileging representative trade unions (see the ILO CFA's practice cited in paragraph 32 above). They further stressed that according to the comparative law material which they had obtained and submitted, most Contracting Parties to the Convention had rules which prevented the application of several conflicting collective agreements. They confirmed that minority trade unions had still been able to conclude applicable collective agreements in practice, either by agreements to exclude the application of section 4a § 2 of the Collective Agreements Act (see also paragraphs 20 and 43 above) or by precluding conflicts *ex ante* in the different collective agreements negotiated.

49. The German Railway stock corporation (*Deutsche Bahn AG*) and the Employers' and Trade Association of Mobility and Transport Providers (*Arbeitgeber- und Wirtschaftsverband der Mobilitäts- und Verkehrsdienstleister e.V. (AGV MOVE)*) explained that the Uniformity of Collective Agreements Act, having incited the third applicant and a competing trade union to a minimum of cooperation, had allowed the German Railway stock corporation to enter into almost identical collective agreements with both trade unions and had thus facilitated uninterrupted provision of transport services and equal treatment of the different groups of employees.

50. Both the latter third-party intervener and the Aviation Employers' Association (*Arbeitgeberverband Luftverkehr (AGVL)*) further submitted that

the impugned Act provided an appropriate and practicable solution in case of conflicting collective agreements and thus legal certainty, *inter alia* as regards working time models. This was essential for running a railway or aviation business necessitating complex coordination of different staff members' work.

2. *The Court's assessment*

(a) **Whether there was an interference**

51. The Court observes that the impugned provisions of the Uniformity of Collective Agreements Act, by which, in particular, section 4a § 2, second sentence, was inserted into the Collective Agreements Act, may lead to a collective agreement concluded by a trade union with an employer becoming fully inapplicable if a conflicting collective agreement – which contains at least partly differing provisions on working conditions and overlaps with the minority union's agreement as regards the place, time, business unit and employees' position covered (see paragraphs 9 and 20 above) – has been concluded by another trade union having more members in the business unit of the company concerned. Moreover, as a result of the impugned provisions of the Uniformity of Collective Agreements Act, by which sections 2a § 1 no. 6 and 99 were inserted into the Labour Courts Act (see paragraph 30 above), trade unions may be obliged to disclose the number of their members in a business unit in the labour court proceedings to determine the majority union, and thus their strength in case of industrial action. These provisions interfere with the applicants' right to form and join trade unions under Article 11 § 1 of the Convention, which includes a right, held by both trade unions and their members, to bargain collectively with the employer (compare, *inter alia*, *Demir and Baykara v. Turkey* [GC], no. 34503/97, § 154, ECHR 2008).

(b) **Whether the interference was justified**

(i) *Prescribed by law*

52. The Court considers that the legal basis for the interference with the applicants' right to form and join trade unions, the Uniformity of Collective Agreements Act read in conjunction with the provisions amended by that Act (in particular section 4a of the Collective Agreements Act and sections 2a § 1 no. 6 and 99 of the Labour Courts Act), was formulated with sufficient precision to enable the persons concerned to regulate their conduct and thus foreseeable in its application. In particular, the fact that the interpretation of the term "business unit" in section 4a of the Collective Agreements Act and the criteria for including persons as "employees" for the purposes of that provision were questions of judicial practice does not alter that finding, in particular as these terms are common in the labour courts'

practice. The impugned interference was thus “prescribed by law” for the purposes of Article 11 § 2.

(ii) Pursuit of a legitimate aim

53. The Court observes that the legislator adopting the Uniformity of Collective Agreements Act was notably faced with conflicting interests of different groups of employees organised in competing trade unions, and also with the employers’ interests. It considers that, as a matter of principle, granting an unfettered liberty notably to trade unions to conclude a multitude of collective agreements in the same business unit could run counter to the legitimate interest of keeping peace and solidarity within that economic unit. It is therefore legitimate for a legislator to try to strike a fair balance between the aim of ensuring peace and solidarity in a business unit and the unlimited liberty of competing trade unions to negotiate separate collective agreements in the same economic unit. The Court has further recognised that State measures to ensure a coherent and balanced staff policy, taking due account of the occupational interests of all staff and not only of those of certain categories of staff, pursue a legitimate aim (see *National Union of Belgian Police v. Belgium*, 27 October 1975, § 48, Series A no. 19, in the context of Article 11 read in conjunction with Article 14). It notes that the impugned provisions of the Uniformity of Collective Agreements Act are intended to ensure the proper and fair functioning of the system of collective bargaining by preventing trade unions representing employees in key positions from negotiating collective agreements separately to the detriment of other employees, and also to facilitate an overall compromise (see paragraphs 19 and 28 above). They thus serve to protect the rights of others, namely, in particular, the rights of employees not holding key positions and of trade unions defending their interests, but also the rights of the employer, and thus pursue a legitimate aim for the purposes of Article 11 § 2.

(iii) Necessity of the interference in a democratic society

(α) Relevant principles

54. As for the proportionality of interferences with trade-union activity, the Court reiterates that in cases concerning the freedom to form and join trade unions, the breadth of the States’ margin of appreciation will depend on the nature and extent of the restriction on the trade-union right in issue, the object pursued by the contested restriction, and the competing rights and interests of other individuals in society who are liable to suffer as a result of the unrestricted exercise of that right (see *National Union of Rail, Maritime and Transport Workers v. the United Kingdom*, no. 31045/10, § 86, ECHR 2014). The degree of common ground between the member States of the Council of Europe in relation to the issue arising in the case may also be relevant, as may any international consensus reflected in the specialised

international instruments (see *Demir and Baykara*, cited above, § 85; *National Union of Rail, Maritime and Transport Workers*, cited above, § 86; and *Association of Academics v. Iceland* (dec.), no. 2451/16, § 25, 15 May 2018).

55. The sensitiveness of the social and political issues involved in achieving a proper balance between the respective interests of labour and management, and the high degree of divergence between the domestic systems in this field, are elements indicative of a wide margin of appreciation of the Contracting States as to how trade union freedom and protection of the occupational interests of union members may be secured (see *Sindicatul "Păstorul cel Bun" v. Romania* [GC], no. 2330/09, § 133, ECHR 2013 (extracts); *National Union of Rail, Maritime and Transport Workers*, cited above, §§ 86 and 91; and *Norwegian Confederation of Trade Unions (LO) and Norwegian Transport Workers' Union (NTF) v. Norway*, no. 45487/17, §§ 97 and 114, 10 June 2021). In respect of the social and economic strategy of the respondent State, to which the ability of trade unions to protect the interests of their members relates, the Court has usually allowed a wide margin of appreciation since, by virtue of their direct knowledge of their society and its needs, the national authorities, and in particular the democratically elected Parliaments, are in principle better placed than the international judge to appreciate what is in the public interest on social or economic grounds and which legislative measures are best suited for the conditions in their country in order to implement the chosen social, economic or industrial policy (*National Union of Rail, Maritime and Transport Workers*, cited above, § 89). Therefore, such interference is, by its nature, more likely to be proportionate as far as its consequences for the exercise of trade-union freedom are concerned (*National Union of Rail, Maritime and Transport Workers*, cited above, § 87).

56. The substance of the right to freedom of association under Article 11 is marked by two guiding principles: firstly, the Court takes into consideration the totality of the measures taken by the State concerned in order to secure trade union freedom, subject to its margin of appreciation; secondly, the Court does not accept restrictions that affect the essential elements of trade union freedom, without which that freedom would become devoid of substance (see *Demir and Baykara v. Turkey* [GC], no. 34503/97, § 144, ECHR 2008; *Association of Academics*, cited above, § 23; and *Norwegian Confederation of Trade Unions (LO) and Norwegian Transport Workers' Union (NTF)*, cited above, § 94).

57. The essential elements of the right to freedom of association have been established, in a non-exhaustive list subject to evolution, as: the right to form and join a trade union; the prohibition of closed-shop agreements; the right for a trade union to seek to persuade the employer to hear what it has to say on behalf of its members, and, in principle, the right to bargain collectively

with the employer (see *Demir and Baykara*, cited above, §§ 145 and 154, and *Sindicatul “Păstorul cel Bun”*, cited above, § 135).

58. The essence of a voluntary system of collective bargaining is that it must be possible for a trade union which is not recognised by an employer to take steps including, if necessary, organising industrial action, with a view to persuading the employer to enter into collective bargaining with it on issues which the union believes are important for its members’ interests (see *Wilson, National Union of Journalists and Others v. the United Kingdom*, nos. 30668/96 and 2 others, § 46, ECHR 2002-V, and *Norwegian Confederation of Trade Unions (LO) and Norwegian Transport Workers’ Union (NTF)*, cited above, § 95).

59. Whereas the right to take industrial action has not been considered as an essential element of trade union freedom, strike action is clearly protected by Article 11 as part of trade union activity (see *Association of Academics*, cited above, §§ 24-27, with further references, and *National Union of Rail, Maritime and Transport Workers*, cited above, § 84). Yet, the right to collective bargaining has not been interpreted as including a “right” to a collective agreement (see *National Union of Rail, Maritime and Transport Workers*, cited above, § 85; and *Norwegian Confederation of Trade Unions (LO) and Norwegian Transport Workers’ Union (NTF)*, cited above, § 93).

60. States remain free to organise their collective bargaining system so as, if appropriate, to grant special status to representative trade unions (see *Demir and Baykara*, cited above, § 154, and *Tek Gıda İş Sendikası v. Turkey*, no. 35009/05, § 33, 4 April 2017). The Court has thus considered a general policy of restricting the number of organisations which are (formally) consulted in the collective bargaining process and with which collective agreements are to be concluded to larger unions or unions which are more representative of all staff of an entity as compatible with trade union freedom where the other unions were heard in a different manner (compare *National Union of Belgian Police*, cited above, §§ 39-41 and 48; *Swedish Engine Drivers’ Union v. Sweden*, 6 February 1976, §§ 8-9, 40-42 and 46, Series A no. 20; and *Schettini and Others v. Italy* (dec.), no. 29529/95, 9 November 2000). The Court further confirmed in this context that such a policy did not infringe union members’ right to join or remain member of a smaller or less representative trade union, which they fully retained, despite the fact that the disadvantages at which these unions were placed could lead to a decline in their membership (see *National Union of Belgian Police*, cited above, § 41, and *Swedish Engine Drivers’ Union*, cited above, § 42).

(β) Application of these principles to the present case

61. When assessing the proportionality of the impugned provisions, the Contracting States must be afforded a margin of appreciation. The breadth of the margin depends *inter alia* on the nature and extent of the restriction on

trade union freedom and in particular the right to collective bargaining by these provisions in the entire regulatory context (compare paragraph 54 above).

62. The Court observes in this regard that the essential restriction brought about by the Uniformity of Collective Agreements Act is that a conflicting collective agreement (which overlaps with another trade union's agreement as regards the place, time, business unit and employees' position covered and contains at least partly differing provisions on working conditions, see paragraphs 9 and 20 above) concluded by a trade union which did not have the highest number of members employed within the business unit of the company concerned becomes inapplicable (see the new section 4a § 2, second sentence, of the Collective Agreements Act, at paragraph 27 above).

63. The Court notes that the trade unions concerned do not lose the right as such to bargain collectively – and to take industrial action in that context if necessary – and to conclude collective agreements. Section 4a of the Collective Agreements Act intends to encourage trade unions to coordinate their collective bargaining negotiations. In the event of a failure of coordination, it provides for different legal effects regarding the conflicting collective agreements concluded with the employer (in that only the collective agreement concluded by the largest trade union within the business unit remains applicable).

64. The Court further observes that the extent of the restriction on trade union freedom and in particular the right to collective bargaining by the said provision is limited in several respects. In particular, in accordance with section 4a § 4 of the Collective Agreements Act as interpreted by the Federal Constitutional Court (see paragraphs 27 and 21 above), the trade unions whose collective agreements became inapplicable are entitled to adopt the legal provisions of the collective agreement of the majority union in their entirety. These unions are not, therefore, left without any collective agreement against their will.

65. Moreover, under section 4a § 5 of the Collective Agreements Act (see paragraph 27 above), minority trade unions retain the right to effectively present claims and make representations to the employer for the protection of the interests of their members, to negotiate with the employer and to conclude collective agreements. The Federal Constitutional Court, in its interpretation of that provision, even further strengthened the minority trade unions' right to be heard. It found that minority trade unions' conflicting collective agreements would not become inapplicable where the statutory duty to hear these unions had not been observed (see paragraph 21 above). Furthermore, a conflicting collective agreement could only become inapplicable under section 4a § 2 of the Collective Agreements Act if the majority trade union had seriously and effectively taken into account the interests of the employees of particular professions or sectors whose collective agreement became inapplicable (see paragraphs 14 and 22 above).

66. In addition, longer-term benefits such as contributions to a pension in a minority union's agreement could only be rendered inapplicable if there was a comparable benefit in the majority union's agreement (see paragraph 20 above). Moreover, according to the Federal Constitutional Court, in the procedure to determine which of several trade unions have the majority of members in that unit and whose collective agreement is thus applicable under section 99 of the Labour Courts Act, the disclosure of the number of trade union members in a business unit should, if possible, be avoided (see paragraphs 30 and 21 above).

67. In view of the scope of the restriction on collective bargaining, the interference with the applicants' right to collective bargaining cannot be regarded as affecting an essential element of trade-union freedom, without which that freedom would become devoid of substance. As shown above (see paragraph 59), the right to collective bargaining does not include a "right" to a collective agreement. What is essential is that trade unions may make representations to and are heard by the employer, which the impugned provisions of the Collective Agreements Act effectively guarantee in practice. Furthermore, it was expressly clarified by the Federal Constitutional Court (see paragraph 17 above) that minority trade unions' right to strike as an important instrument to protect the occupational interests of their members was not curtailed by the impugned provisions.

68. The Court would observe that in its case-law, it considered more far-reaching restrictions on the right to collective bargaining, particularly the complete exclusion of a right of minority or less representative unions to conclude collective agreements at all, as compatible with Article 11 (see paragraph 60 above).

69. In this respect, the Court recalls that the breadth of the States' margin of appreciation depends also on the objective pursued by the contested restriction and the competing rights of others who are liable to suffer as a result of the unrestricted exercise of the right to bargain collectively (see paragraph 54 above). The Court refers to its above finding that the impugned provisions are aimed, in particular, at ensuring a fair functioning of the system of collective bargaining by preventing trade unions representing employees in key positions from negotiating collective agreements separately to the detriment of other employees, and also at facilitating an overall compromise. These objectives, which protect the rights of the said other employees and of trade unions defending their interests, but also the rights of the employer, must be considered to be very weighty in that they are aimed at strengthening the entire system of collective bargaining and thus also trade union freedom as such.

70. The Court observes that it has repeatedly noted a high degree of divergence between the domestic systems in the sphere of protection of trade union rights (see paragraph 55 above). It further emerges from its case-law that several other States, like the respondent State, have systems restricting in

one way or another the conclusion of (applicable) collective agreements to larger unions or unions which are more representative of all the staff of an entity (see the cases cited in paragraph 60 above). The comparative law material submitted by the third party interveners (see paragraph 48 above) and not contested by the parties equally confirmed that most Contracting Parties to the Convention had rules which prevented the application of several conflicting collective agreements. Legal systems permitting only “representative” trade unions to conclude collective agreements – which are more restrictive than the impugned provisions at issue in the present case – were further considered compatible with the pertinent ILO instruments – notably where minority unions, as in the present case, maintain the right to make representations on behalf of their members – and the European Social Charter (see paragraphs 31 to 33 above).

71. Having regard to the above elements – in particular, the limited extent of the restriction on the right to collective bargaining particularly of smaller trade unions by the impugned provisions in the entire regulatory context and the weighty aim to secure the proper functioning of the system of collective bargaining as such in the interests of both employees and employers – the Court concludes that the respondent State had a margin of appreciation as regards the restriction on trade union freedom at issue.

72. That margin of appreciation is to be afforded all the more as the legislature had to make sensitive policy choices in order achieve a proper balance between the respective interests of labour – including the competing interests of different trade unions – and also of management. The parties have not contested the quality of the legislative process leading to the adoption of the Uniformity of Collective Agreements Act (see also paragraph 28 above).

73. The Court would further add that in the light of its case-law (see paragraph 60 above) the fact that the impugned provisions may lead to a loss of attractivity and thus a decline in the membership of smaller trade unions often representing specific professional groups does not as such infringe union members’ right to join or remain member of such trade unions, which they fully retain.

74. Having regard to the foregoing, the Court concludes that the facts of the present case do not disclose an unjustified interference with the applicants’ right to collective bargaining, the essential elements of which they are able to exercise, in representing their members and in negotiating with the employers on behalf of their members. Since the respondent State enjoys a margin of appreciation in this area, which encompasses the impugned provisions, there is no basis to consider these provisions as entailing a disproportionate restriction on the applicants’ rights under Article 11.

75. There has accordingly been no violation of Article 11 of the Convention.

FOR THESE REASONS, THE COURT

1. *Decides*, unanimously, to join the applications;
2. *Declares*, unanimously, the applications admissible;
3. *Holds*, by five votes to two, that there has been no violation of Article 11 of the Convention.

Done in English, and notified in writing on 5 July 2022, pursuant to Rule 77 §§ 2 and 3 of the Rules of Court.

Milan Blaško
Registrar

Georges Ravarani
President

In accordance with Article 45 § 2 of the Convention and Rule 74 § 2 of the Rules of Court, the joint dissenting opinion of Judges Serghides and Zünd is annexed to this judgment.

G.R.
M.B.

JOINT DISSENTING OPINION OF JUDGES SERGHIDES
AND ZÜND

1. We respectfully disagree with point 3 of the operative part of the judgment, which states that there has been no violation of Article 11 of the Convention. In particular, we disagree that the impugned interferences based on section 4a, especially paragraph 2, of the Collective Agreements Act, as amended by the Uniformity of Collective Agreements Act, did not violate the applicants' right to form and to join a trade union for the protection of their interests under Article 11 § 1 of the Convention.

2. In our humble view, the means employed by the impugned interferences were entirely disproportionate to their legitimate aim, namely, the prevention of conflicting collective agreements: (a) as they impaired the core or very essence of the applicants' right under Article 11 § 1 of the Convention, rendering it ineffective, and (b) despite the fact that less intrusive means could have been employed in order to achieve the same legitimate aim, including negotiation and arbitration (but it is not our task to further expand on such other less intrusive means).

3. Pursuant to Article 11 § 1 of the Convention, everyone has the right to form and to join trade unions for the protection of their interests. This includes the right for a trade union to seek to persuade the employer to hear what it has to say on behalf of its members and the right to bargain collectively with the employer (see *Demir and Baykara v. Turkey* [GC], no. 34503/97, §§ 145, 153 and 154, ECHR 2008).

4. If it is evident from the outset that a collective agreement will become inapplicable because it has been concluded by a minority union, the right of this union to represent its members in order to protect their interests, to be heard by the employer and to bargain collectively, becomes devoid of substance. Seeking to protect interests without at least the possibility that these interests may potentially be heard and respected by the employer amounts to a farce, rendering the right to make representations an empty shell. Even the taking of industrial action, one of the most powerful tools at the union's disposal, is usually aimed at persuading the employer to enter into collective bargaining with the union(s) and employees in question. If a potential collective agreement would be inapplicable anyway, such union measures are stripped of their efficacy. As the Federal Constitutional Court observed (see paragraph 17 of the present judgment):

“the provision [section 4a § 2 second sentence] led to trade unions which were in a minority provision in a company no longer being considered as a serious collective bargaining partner by the employer. This weakened those trade unions' ability to attract new members and to mobilise their members to strike. Furthermore, the trade unions' freedom of association was impaired in that they might be obliged to disclose the number of their members in a business unit in labour proceedings to determine the majority union ... and thus their strength in the event of industrial action. Moreover, the

provision affected their decision on their negotiation policy and profile, and particularly on the professional groups they wished to represent.”

We appreciate that the majority agree (see paragraph 67 of the judgment) that the right to join trade unions includes the right to strike, but the majority fail to see that striking is aimed at negotiations and collective bargaining and that it is the right of collective bargaining which is curtailed by the impugned provisions, and that being so, the right to strike is also rendered ineffective, illusory and without real object.

5. In addition to the principles of proportionality and effectiveness, the principle of prohibition of discrimination guaranteed by Article 14 of the Convention has also been disregarded by the impugned interferences. Article 14 prohibits any discrimination and the impugned legislation discriminates between unions according to the numerical size of their membership. This discrimination has the effect that the legal provisions of collective agreements made by a union which has more members/employees, even by one, than any other union, will render inapplicable the legal provisions of the collective agreements made by minority unions. These are not objective and reasonable differentiations in order to allow discrimination under the Court’s case-law. What is more, such differentiations are in our view not consonant with the right in question under Article 11 § 1. Having said the above, we cannot proceed to find a violation of Article 14 in conjunction with Article 11, since this issue was not raised by the applicants.

6. Plurality of voices, including plurality of unions, is an essential element of any democratic society and the principle of democracy upon which the Convention is founded. If one trade union, on a numerical criterion were to set aside other minority trade unions or make them in effect voiceless or “prevent them from functioning” (see § 1387 of International Labour Organisation, CFA, Compilation of decisions (2018) – referred to in paragraph 32 of the judgment) with respect to certain collective agreements, as in the present case, the principle of democracy would also be violated. Such interference could not be justified as “necessary in a democratic society” within the meaning of Article 11 § 2 of the Convention.

7. What has been said above should apply, in our view, irrespective of whether the right under Article 11 § 1, apart from the right to collective bargaining, also includes a right to a collective agreement. We submit that Article 11 § 1 does also include a right to form a collective agreement if a consensus is ultimately reached between a trade union and the organisation of employers. Thus the Court’s case-law must evolve in that direction, based on the doctrine that the Convention is a living instrument which must always be adapted to present-day conditions (see on this doctrine, regarding the Article 11 right, *Demir and Baykara*, cited above, § 146). According to the principle of effectiveness, a broad interpretation should be given to such right under Article 11 § 1; in any event, the word “including” is used in that provision, thus expressly allowing for a broad interpretation. It would be

meaningless for Article 11 § 1 to cover collective bargaining but not to cover the actual collective agreement which would be the result of the former. It is not logical to argue that one has a right to try to do something but not to have the right ultimately to achieve it. It cannot be the aim of the Convention to protect something which is not useful, without any *effet utile*. That would be contrary to the principle of effectiveness, an aspect of which is to guarantee that all Convention provisions are useful and necessary in order to convey their intended meaning (see on this aspect of the principle of effectiveness, Daniel Rietiker, “The Principle of ‘Effectiveness’ in the Recent Jurisprudence of the European Court of Human Rights: Its Different Dimensions and its Consistency with Public International Law – No Need for the Concept of Treaty *Sui Generis*”, *Nordic Journal of International Law* 79 (2010), p. 256; and Georgios A. Serghides, *The Principle of Effectiveness and its Overarching Role in the Interpretation and Application of the ECHR: The Norm of All Norms and the Method of All Methods*, Strasbourg, 2022, pp. 84-85).

8. Moreover, what has been said above should apply irrespective of the effort of the Federal Constitutional Court to insert an interpretative caveat in the legislation (see paragraph 65 of the judgment) which the legislation did not include at the material time, although it was incorporated into the legislation on 1 January 2019 (see paragraph 29 of the judgment), thus, even after the filing of the present applications. The caveat, whether judicial or legislative, namely, that the trade union with the bigger numerical size must seriously and effectively take into account the interests of the employees of other smaller trade unions, still does not make the impugned interferences compatible with Article 11 § 1. This is so, *inter alia*, because Article 11 § 1 expressly relates “the protection of [one’s] interests” to the exercise of one’s right “to form and to join trade unions”. Of particular relevance, in this connection, is the use of the link word “for”, associating the right of membership within a union with the pursuit of the protection of one’s interests through that same union. Consequently, Article 11 § 1 does not relate the protection of interests of an employee who has joined a particular union to the protection of those interests by a different union, of which he or she is not a member. In any event, it may happen that a trade union with the highest number of employees has a smaller majority regarding a specific labour issue than the majority on the same issue in another trade union with a smaller number of employees.

9. In addition to finding a violation of Article 11 § 1, we would award legal costs, with pecuniary and non-pecuniary damage, only to those applicants who made such claims (different claims were made). However, being in the minority, we do not see any need to specify the amounts that we would award under those heads.

ASSOCIATION OF CIVIL SERVANTS AND UNION FOR COLLECTIVE BARGAINING
AND OTHERS v. GERMANY JUDGMENT

APPENDIX

List of applications

No.	Application no.	Case name	Lodged on	Applicant Year of birth / registration / establishment Place of residence / seat
1.	815/18	Association of Civil Servants and Union for Collective Bargaining v. Germany	21/12/2017	Association of Civil Servants and Union for Collective Bargaining (<i>Beamtenbund und Tarifunion</i> (dbb));1918; Berlin
2.	3278/18	<i>Marburger Bund</i> – Association of Employed and State-employed Physicians in Germany v. Germany	10/01/2018	<i>Marburger Bund</i> , Association of Employed and State-employed Physicians in Germany (<i>Verband der angestellten und beamteten Ärztinnen und Ärzte Deutschlands e.V.</i>); 2006; Berlin
3.	12380/18	Trade Union of German Train Drivers v. Germany	08/03/2018	Trade Union of German Train Drivers (<i>Gewerkschaft Deutscher Lokomotivführer</i> (GDL)); 1867; Frankfurt a.M.
4.	12693/18	Angert and Others v. Germany	08/03/2018	Melanie ANGERT 1978; Leimen; Guido BEHRINGER 1967; Berlin; Florian HOFMEIER 1983; Guderhandviertel; Jens-Peter LÜCK 1968; Bad Schönborn; Lars WACHSMUTH 1989; Frankfurt a.M.
5.	14883/18	Ratih v. Germany	21/03/2018	Sven RATIH 1987; Moers