COLLECTIVE WORK AGREEMENT FOR INSURANCE COMPANY EMPLOYEES

2024-2025-2026

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SECTION 1

Art. 1 – Scope

This Agreement regulates the relations and general working conditions between ACA member insurance companies and their employees working permanently in the Grand Duchy of Luxembourg with the exception of:

1. senior executives who are covered as defined here before by Article L. 162-8 of the Luxembourg Labour Code. Within the meaning of this Section, senior executives are considered to be "employees whose salary is significantly higher than that of employees covered by the Collective Agreement or those on a different pay scale that takes account of the time required to perform their duties, if this salary is in consideration for exercising genuine, effective management authority, or those who perform types of duties that entail clearly-defined authority, extensive independence in terms of organising their work and significant freedom with respect to working hours and notably a lack of working hour restrictions."

   Each company shall inform the employee covered by the Collective Agreement in writing of a change in status to senior executive.
2. apprentices whose status is governed by Articles L. 111-11 et seq. of the Luxembourg Labour Code.

In accordance with Article L. 162-8 of the Luxembourg Labour Code, all clauses of a collective agreement, a subordinate agreement and an individual employment contract which purport to exempt from the effects of the applicable collective agreement or subordinate agreement employees who do not meet all the conditions set out in Article 1§1 above shall be null and void.

Furthermore, all labour legislation, including that on working hours and overtime, shall be applicable to employees who do not fulfil all the conditions set out in Article 1§1 above.

The Joint Conciliation Committee may specify the terms and conditions for the scope of this Collective Agreement.

SECTION II

Art. 2 – Duration - Termination

This Agreement has been entered into for a period of 3 years, from 1 January 2024 to 31 December 2026.

The Agreement may be terminated by either party by registered letter no later than one month and no earlier than three months prior to its expiry.

If the Agreement is terminated in accordance with the preceding paragraph, this shall trigger negotiations in accordance with Article L. 162-2. The party terminating the Agreement must enclose with its termination letter a draft Agreement on the items subject to revision.

The terminated Agreement shall cease to be effective when a new Agreement comes into force or when it has been established that negotiations have failed by a report confirming that conciliation is impossible, in accordance with the provisions of Article L. 164-5.

SECTION III

Art. 3 – Hiring

Employment contracts between employers and employees, whether fixed-term, open-ended or on a trial basis, must be made in writing.

Employment contracts must be drawn up in duplicate, with the first copy for the employer and the second for the employee, and specify, in addition to the provisions of Article L. 121-4 of the Luxembourg Labour Code:

1) the nature of the job and details of the duties to be performed
2) the length of the contract or information stating whether it is entered into on a trial basis for a fixed period or for an undetermined period
3) the starting salary and the function group in which the employee is classified as well as any ancillary remuneration within the meaning of Article L. 221-1 of the Luxembourg Labour Code
4) any exemption clauses or supplementary clauses agreed by the parties.

On joining a company, any hired person shall:

- receive a copy of the Collective Agreement in force either in electronic form or as a hard copy;
- receive a description of their role and a training stocktaking report;
- be notified of their rights and obligations;
- be informed of how the staff delegation operates.

Within a week, the staff delegation shall receive a list of hired individuals indicating the departments to which they have been assigned, employment contract types (open-ended, fixed term, part-time) and a list of temporary staff and interns (excluding students on summer placements).

For external consultants including employees made available to the company within the meaning of Article L. 421-1 § 2, a list will be provided quarterly to the staff delegation.

Any employee hired by an insurance company must undergo upon recruitment a medical check-up in accordance with Article L. 326-1 of the Luxembourg Labour Code. The medical service for the financial sector is the Association pour la Santé au Travail du Secteur Financier (ASTF) [Association for Financial Sector Occupational Health].

Art. 4 – Trial period

The recruitment of staff on a trial basis is governed by Articles L. 121-5 and L. 122-11 of the Luxembourg Labour Code. These articles are reproduced in Appendix II.

Art. 5 – Termination of contract

1. Employment contracts shall be ended or terminated in accordance with the legal provisions in force; the notice periods are as follows:

- for employees:

Notice period	Years' service
2 months	< 5 years' service
4 months	≥ 5 years and < 10 years of service
6 months	≥ 10 years' service

- for employers:

Notice period	Years' service
1 month	< 5 years' service
2 months	≥ 5 years and < 10 years of service
3 months	≥ 10 years' service

In accordance with Article L. 124-7 of the Luxembourg Labour Code, employees bound by an open-ended employment contract who are dismissed by their employers, without the employer being authorised to do so by Article L. 124-10 of the Luxembourg Labour Code, are entitled to severance pay of:

Months' pay	**Years' service**
1 month's pay	after 5 years
2 months' pay	after 10 years
3 months' pay	after 15 years
6 months' pay	after 20 years
9 months' pay	after 25 years
12 months' pay	after 30 years

Employers terminating permanent employment contracts must notify the staff delegation of this immediately, at the latest upon handing over the letter of dismissal.

2. In the event of streamlining, restructuring or termination of business, the legal notice periods for employees are increased to:

Notice period	**Years' service**
4 months	< 5 years' service
8 months	≥ 5 years and < 10 years of service
12 months	≥ 10 years' service

In the case of dismissal of an employee who is less than 12 months from qualifying for his right to retirement or early retirement at the end of the notice period, the same notice shall be extended until such time as he qualifies for the right to retirement.

In these instances, the legal severance pay provided for by Article L. 124-7 of the Luxembourg Labour Code is increased to:

Months' pay	**Years' service**
1 month's pay	after 1 year
2 months' pay	after 8 years
3 months' pay	after 13 years
7 months' pay	after 18 years
11 months' pay	after 23 years
15 months' pay	after 28 years
18 months' pay	after 33 years

Prior to any restructuring/reorganisation for economic reasons, the general selection criteria shall be established between the employer and the staff delegation.

3. If there is a change in the legal situation of the employer, in particular as a result of a sale or other contractual transfer, a merger, a succession, a split, a conversion of funds or the formation of a company using the assets of an existing company, all current employment contracts at the time of the change shall continue to exist between the new employer and the personnel of the companies concerned, the whole in accordance with Articles L. 127-1 et seq. of the Luxembourg Labour Code.

   In the first two years following this change, there may be no terminations on the grounds of restructuring or streamlining or amendments to employment contracts within the meaning of the provisions of Article L. 121-7 of the Luxembourg Labour Code to the detriment of the employees.

   The transfer of a company, an establishment or part of a company or establishment does not in itself constitute a ground for dismissal for the transferor or the transferee. If the employment contract or

employment relationship is terminated because the transfer entails a substantial change in the working conditions to the detriment of the employee, the termination of the employment contract or employment relationship is considered to have occurred on account of the employer (Article L. 127-4 of the Luxembourg Labour Code).

In this respect, it should be noted that a change of shareholder does not change the legal personality of the employer.

4. By derogation from Article L. 124-2 of the Luxembourg Labour Code, all employees are entitled to a pre-dismissal interview, regardless of the number of staff employed by the company.

5. Similarly, by derogation from the third sub-paragraph of Article L. 124-2 (1), the date of the pre-dismissal interview may be scheduled for no earlier than the fourth working day worked after the date on which the registered letter is sent or the document is handed over against a receipt, as described in the first sub-paragraph of the said article.

   This exception in favour of the employee(s) concerned may not invalidate any other provisions relating to the termination of employment contracts, nor, specifically, the provisions of Article L-121-6 (4) stipulating that presentation of a certificate of incapacity for work after receipt of a letter inviting the employee to attend the pre-dismissal interview shall in no way affect the validity of the initiated dismissal procedure.

6. In the context of a collective dismissal, the expenses relating to the experts and incurred by the staff delegation will be borne by the employer, in accordance with Article L. 412-2 (3) of the Luxembourg Labour Code.

7. Before any restructuring/reorganisation for economic reasons, the companies undertake to discuss with the trade unions represented in the staff delegation and/or signatories of the Collective Agreement the implementation of a job retention plan, which must include at least reskilling and/or reconversion training paid for by the employer.

8. Termination of contract – Supportive measures

Employees who are notified of their dismissal shall be entitled to supportive measures funded by the employer if they meet the following conditions:

- having worked in the company for at least three years,
- not having been dismissed on serious grounds.

The seniority condition is not required in the event of redundancies for economic reasons.

The supportive measures shall comprise a range of guidance services and advice aimed at enabling employees who have lost their jobs to find jobs with new employers or develop a self-employed activity as quickly as possible.

Employees wishing to benefit from such supportive measures must request this in writing within two months of notification of dismissal.

Employers must give their consent, where appropriate after consulting the staff delegation, to the service provider supplying the supportive measures, in order for the budget mentioned below to be allocated.

Supportive measures are neutral and independent of legal provisions regarding dismissals and any dispute proceedings against dismissals that have occurred.

If the employer gives its consent, the cost of supportive measures shall be borne by the employer.

The allocated budget is €800 - base index 100.

This budget is used solely to pay the invoices of suppliers providing supportive measures and is under no circumstances paid directly to dismissed employees. Dismissed employees may not request the cash equivalent of the supportive measures budget.

If supportive measures take place during the notice period, employers undertake to release employees from their duties during these periods.

Art. 6 – Working hours

Full-time employees should work 8 hours per day and 40 hours per week, generally distributed over 5 consecutive working days.

When the weekly hours are spread over 5 days or less, the contractual working time may be extended by mutual agreement up to 9 hours per day, provided that the total working time may not exceed the normal hours of work per week in force in the company.

For example, an employment contract for 40 hours per week may set the following work schedule by mutual agreement: Monday to Thursday 9 hours per day and Friday 4 hours.

Working time is defined as the period during which the employee is at the disposal of his employer.

Notwithstanding Articles L. 211-13, L. 211-18 to L. 211-21 and L. 211-23 to L. 211-25, working hours may not exceed 8 hours per day or 40 hours per week.

The employee may, however, be employed beyond these limits, provided that the average weekly working time, calculated over the applicable reference period, does not exceed 40 hours, i.e. the normal maximum weekly working time fixed contractually.

Each company has the obligation to account for, record and make available on mere request of the employees the records of their working time, sickness and leave.

Without prejudice to Articles 6 et seq. of this Collective Agreement concerning specific compensation for hours worked at night, on public holidays, etc., or for overtime, the working time rules may provide for additional compensation for employees who agree to work their eight hours, at the request of the employer or its representative, outside the normal hours provided for in the flexible working time rules for reasons of service.

Art. 6a – Arrangement of working hours

I. FIXED WORKING HOURS SYSTEM

Notwithstanding the stipulations of Article 6 above, normal working time is 8 hours per day and 40 hours per week.

Working hours are determined after consultation with the staff delegation.

Notwithstanding the provisions of Articles L. 211-18 et seq. of the Luxembourg Labour Code, working hours exceeding normal working time shall be considered as overtime provided that they have been worked at the request of the employer or its representative or in accordance with the internal regulations of insurance companies.

Insurance companies may nevertheless implement, for all or part of their staff, a more flexible arrangement in accordance with the terms and conditions set out below in II. These terms and conditions apply by analogy to salaries with part-time contracts.

II. FLEXIBLE WORKING HOURS SYSTEMS

Insurance companies may implement, for all or part of their staff, flexitime (see 1 below) or Work Organisation Plans (WOP) (see 2 below) in accordance with the terms and conditions set out below. These terms and conditions apply by analogy to employees with part-time work contracts.

SPECIAL FEATURES OF THE SYSTEMS

1) FLEXITIME SYSTEM (ART. 211-8, 211-9 OF THE LUXEMBOURG LABOUR CODE)

Reference period

Notwithstanding the provisions of Article L. 211-6 of the Labour Code, the reference period may be fixed at 6 months.

Flexitime is a system for the organisation of work that enables the organisation, on a day-to-day basis, of the individual duration and working schedule in compliance with both the legal limits relating to the duration of work and the rules defined in the connection with flexitime.

Flexitime allows employees to manage their schedules in accordance with their wishes and personal constraints, provided they comply with operational requirements and the reasonable wishes of other employees.

In accordance with the provisions of Article L. 211-8 of the Labour Code, the decision on the establishment of flexitime and its periodicity, its content including modifications, is taken by mutual agreement with the staff delegation within the framework of and pursuant to the principles set out in this Collective Agreement.

The flexitime regulation in insurance companies will specify the periods of compulsory presence and the minimum and maximum hours of work per day.

The maximum hours may not exceed 10 hours per day and 48 hours per week.

However, daily and weekly working hours only constitute average values which are 40 hours per week and, assuming that work is distributed over five days, 8 hours per day.

As employees are responsible for the proper execution of the task entrusted to them, they are entitled to organise their schedule and daily working hours as they deem fit, provided they comply with operational requirements and the reasonable wishes of other employees. They are also responsible for managing their working hours and compensating for any excesses and deficits in working hours occurring over the course of a single reference period.

Employees are entitled to organise their lieu time as they deem fit, provided they comply with operational requirements and the reasonable wishes of other employees.

They are notably worked out as:

- hours per day
- half-days
- full days
- grouped days.

Given that periods of compulsory presence differ among insurance companies, lieu time must be taken in accordance with the flexitime rules prevailing within the company.

For half-day based or longer lieu time, employees must issue a written request to their line managers using a form intended for this purpose.

Any rejections must be justified within a reasonable period of time that must not exceed 5 working days.

Lieu time is organised with a view to balancing any working hour excesses and deficits at the end of a reference period, where possible.

The company must put in place a system ensuring an exact calculation of the hours worked.

At the end of the period, an individual calculation is performed to identify the hours worked.

If at the end of the reference period the calculation of the hours worked indicates an excess of hours as compared with the legal or contractual duration, this surplus constitutes overtime within the meaning of the provisions of Articles L. 211-22 et seq. of the Labour Code, provided that overtime can be justified by reasons of service.

If at the end of the reference period the calculation shows a working hour deficit, this must be regularised within a period to be defined by the rules on flexitime by exceeding the normal working hours for the subsequent reference period without giving rise to pay increases for overtime, and this must occur in accordance with the limits imposed by law, namely ten hours per day and forty-eight hours per week.

At the end of the reference period, the staff delegation receives the overall statements of working hours by organisational unit.

If credits exhibit a structural and repetitive pattern, the company shall also examine at the request of the staff representatives whether it may be appropriate to increase the workforce.

For a reference period less than or equal to 1 month, the number of excess hours that can be carried over to the next reference period may in no case exceed 4 hours.

These hours carried over will have to be regularised by no later than during the next reference period.

2) Work Organisation Plans (WOP) (Art. L. 211-6, 211-7 of the Luxembourg Labour Code)

The system of work organisation plans allows the employer to modulate the weekly and daily working time of all or part of its staff according to its needs while respecting the maximum legal limits of 10 hours per day and 48 hours per week.

Every employer shall draw up in good time, and at the latest five clear days before the beginning of the reference period, a work organisation plan, covering at least one month, relating to the foreseeable activity of the company during the work organisation plan.

In the event that the reference period is covered by several successive work organisation plans, all of them must be drawn up within the same time period before the start of the work organisation plan in question (WOP).

The work organisation plan regulates the work organisation of the employees of all or parts of the company or establishment that it defines, as the case may be.

Without necessarily being nominative, it must allow any employee as well as his line manager to know unequivocally the work schedule that is applicable to him.

Any work organisation plan to be established on the basis of this paragraph shall contain, on pain of nullity, the following particulars:

1. the beginning and the end of the reference period and of the work organisation plan (WOP);
2. the normal work schedule allowing any employee to know his organisation of work, that is to say the hours of work per day and per week as well as the beginning and the end of the daily work;
3. the closing days of the company, statutory and customary holidays as well as individual or collective leave;
4. the weekly rest period of forty-four consecutive hours and, if applicable, the compensatory leave due if this rest period is not complied with.

Any work organisation plan (WOP) established on the present basis shall be obligatorily submitted beforehand to the staff delegation for its opinion no later than 5 days before the entry into force of the work organisation plan (WOP).

The work organisation plan (WOP) must be communicated to all the employees concerned within the aforesaid period by the most appropriate means.

In the event that the staff delegation disagrees, an appeal may be lodged with the ITM. In the event of subsistence of the disagreement duly noted by the Director of the ITM, the matter may be referred to the National Conciliation Office. Such appeals and referrals do not have suspensive effect.

III. TERMS AND CONDITIONS OF IMPLEMENTATION

A. DEFINITION OF OVERTIME

Definition

Any overtime worked is subject to the authorisations and procedures provided for by the legal and internal company provisions.

1) Fixed working hours system

Notwithstanding the provisions of Articles L. 211-18 et seq. of the Luxembourg Labour Code, any work performed above and beyond the daily and weekly limits of the normal hours of work shall be considered as overtime under the fixed working hours system, provided that the hours were worked at the request of the employer or its representative and in accordance with the internal rules of the companies.

2) Flexible working hours system

In case of a reference period less than or equal to 1 month, the following will also be considered as overtime within the meaning of Articles “L. 211-18” 1 et seq. of the Luxembourg Labour Code:

- additional hours that exceed the number of hours carried forward to the reference period;
- hours already carried forward once.

a) Flexitime

Excluding hours due to force majeure, working hours (credits) exceeding the average weekly working time of 40 hours at the end of the reference period are considered as overtime insofar as they have not been able to be compensated for reasons of service and provided that those hours were worked at the request of the employer or its representative and in accordance with the internal rules of the companies.

The maximum working time may not exceed 10 hours per day or 48 hours per week in accordance with Art. L. 211-12 of the Luxembourg Labour Code.

b) Work Organisation Plan (WOP)

Except in case of force majeure, any hours worked beyond the limits laid down in the work organisation plan(s) for the day, the week or the entire reference period shall be considered as overtime in so far as those hours were worked at the request of the employer or its representative, and in accordance with the internal rules of the companies.

By way of derogation, the work performed - in compliance with the maximum working time (10 hours per day and 48 hours per week) - beyond the limits set by the work organisation plan (WOP), for the day, the week or the whole organisation plan, is not considered as overtime, if during the application of the work organisation plan (WOP) it has to be modified at the request of the employer and if this change is communicated to the employees concerned with at least 3 days’ prior notice.

If the change occurs at the initiative of the employer less than 3 days before the event and if this change does not result in an increase in the originally planned hours of work but a simple change of schedule, the hours of work exceeding the initial working hours by more than 2 hours shall be compensated at the rate of 1.2 hours for each hour worked instead of 1.0 for the first 2 hours.

The Joint Conciliation Committee may be convened to examine any issues relating to the terms and conditions of implementation set out above.

B. REMUNERATION OF WORK

Overtime – pay increases in accordance with the law and/or agreements

Overtime is remunerated as follows:

* either by payment in cash, with the salary of the month following the finding that overtime has been worked;
* or as rest hours; these hours must be converted into rest days to be taken over the year subsequent to calculation;
* or through a combination of the two aforementioned solutions;

and in accordance with the detailed rules set out below:

1) Fixed working hours system

Overtime is in principle compensated by paid rest time of one hour plus half an hour of free time per additional hour worked (i.e. 1.5 hours per hour worked).

The time of compensation is fixed in principle in accordance with the employee's wishes unless the needs of the employer or the justified wishes of other employees run counter to this.

Overtime is to be compensated during the year in which it was generated.

Overtime that could not be compensated at the end of the year may be carried forward exceptionally until 31 March in the following year.

Overtime which on 31 March of the following year could not be compensated for reasons of service or the justified wishes of other employees shall be paid in cash plus 50% (remunerated at 150%).

2) Flexible working hours system

a) Flexitime:

Overtime is in principle compensated during the following reference period by paid rest time of one hour plus half an hour of free time per additional hour worked (i.e. 1.5 hours per hour worked).

The time of compensation is fixed in principle in accordance with the employee's wishes unless the needs of the employer or the justified wishes of other employees run counter to this.

In this case, overtime which has not been able to be compensated at the end of the reference period may be carried over to the next reference period.

Overtime which at the end of that following reference period could not be compensated for reasons of service or the justified wishes of other employees shall be paid in cash plus 50% (remunerated at 150%).

The provisions of Article L. 211-12 of the Luxembourg Labour Code must of course be observed, in particular: "Save legal exceptions, working hours may not exceed ten hours per day or forty-eight hours per week."

b) Work Organisation Plan (WOP):

The first 2 hours categorised as overtime in case of non-compliance by the employer with the 3-day notice period for announcing a change in working hours as part of a work organisation plan (WOP) are compensated by a rest period of one hour (i.e. 1 hour per hour worked), or in cash at the normal rate (remunerated at 100%).

The hours categorised as overtime in the event of non-compliance by the employer with the 3-day notice period for announcing a change in working hours as part of a work organisation plan (WOP) deviating by more than 2 hours from the initial schedule are compensated by a rest period of one hour (i.e. 1.2 hours per hour worked), or in cash at the rate of one hour plus 20% (remunerated at 120%).

The time of compensation is fixed in principle in accordance with the employee's wishes unless the needs of the employer or the justified wishes of other employees run counter to this.

The provisions of Article L. 211-12 of the Luxembourg Labour Code must of course be observed, in particular: “Save legal exceptions, working hours may not exceed ten hours per day or forty-eight hours per week.”

IV TRANSPOSITION AT THE LEVEL OF THE COMPANY

The terms and conditions for implementing Articles 6 and 6a must be determined at the level of the company in agreement with the staff delegation. The same applies to measures for monitoring and analysing proper implementation of the flexible working hours system. To that end, insurance companies shall implement systems for inputting working hours, taking account the aforesaid stipulations.

V MONITORING FLEXIBLE WORKING HOURS SYSTEMS AND RIGHT TO APPEAL

- Monitoring flexible working hours systems

In the absence of a staff delegation, a flexitime guidance group should be set up in insurance companies, comprising staff and employer representatives.

The staff delegation or guidance group must make suggestions aimed at resolving any problems reported in relation to flexible working hours.

- Disputes

In the event of disputes regarding the provisions on flexitime, employees are entitled to seek the assistance of a member of the staff delegation or guidance group described in the paragraph above in disputes with their employers.

Art. 6b – Public holidays

Staff shall not work on the following public holidays:

- New Year's Day
- Easter Monday
- 1st May
- Europe Day
- Ascension Day
- Whit Monday
- Luxembourg National Holiday
- Assumption Day
- All Saints' Day
- Christmas Day
- St Stephen's Day (Boxing Day)

Staff shall not work on Christmas Eve.

The calendar of legal and insurance sector public holidays is fixed annually on the advice of the Joint Conciliation Committee.

Art. 6c – Overtime

Sunday and public holiday work

Night work

1) OVERTIME

Any overtime worked is subject to the authorisations and procedures provided for by the legal and internal insurance company provisions.

Normal hourly pay is calculated by dividing the basic monthly salary as defined in Article 14 of this Agreement by the fixed number of 173, plus a seniority bonus and a twelfth of thirteenth month pay.

2) SUNDAY AND STATUTORY PUBLIC HOLIDAY WORK

A. Principle

All work on Sundays and public holidays will be done in accordance with the legal provisions governing the matter (Articles L. 211-23 to L. 211-26).

B. Remuneration

For each hour worked on Sunday, employees are entitled to their normal salary (see definition in Article 6c) plus 70%.

In this respect, hours worked on public holidays in the insurance sector are put on the same footing as those worked on Sunday.

For each hour worked on a statutory public holiday, employees are entitled to their normal hourly pay as defined above plus 200%.

3) NIGHT WORK

For each hour worked between 10 pm and 6 am, employees are entitled to their normal hourly pay as defined above plus 30%.

4) LIEU TIME

At the employee's request and in agreement with the employer, Sunday hours and public holiday hours may be taken as lieu time equivalent to the number of hours worked, on the basis that, under all circumstances, the additional pay must be paid.

5) ACCUMULATED OVERTIME AND SUNDAY, PUBLIC HOLIDAY AND NIGHT WORK

Additional pay provided for overtime, night work, Sunday work and public holiday work must be paid cumulatively.

Example I

One hour of overtime at night (between 10 pm and 6 am) shall be remunerated as follows:

normal hour	overtime hour	night work
100 %	+ 50 %	+ 30 %
i.e. a rate of	180 %	
i.e. an increase of	80 %	

Example II

One hour of overtime worked at night (between 10 pm and 6 am) on a statutory public holiday should be remunerated as follows:

normal hour	100 %
overtime supplement	+50 %
statutory public holiday supplement	+200 %
night work supplement	+30 %
i.e. a rate of	380 %
i.e. an increase of	280 %

The overtime thus calculated may be paid either in cash or by conversion of this cash into free time converted into hours/days of rest, or a combination of both, in accordance with Article 6a of this Agreement.

Art. 7 – Working at back-lit displays / Work below ground level

1) WORKING AT BACK-LIT DISPLAYS

Any individuals permanently working on duties limited to data input and/or coding on a back-lit display are granted:

- the right to attend an eye test once a year at no cost to the employee;
- a 15-minute break for each 4-hour period of continual work at the screen.

These breaks cannot be accumulated or deferred and are scheduled by the employer as follows:

a) The 15-minute break must be taken during the 3rd hour worked per 4-hour inputting period. Supervisors are responsible for deciding whether breaks are taken collectively or by team. If the IT system fails due to a breakdown for 15 minutes or more between the end of the 2nd hour and/or during the 3rd hour of inputting, the break time is not due. It is also not due if staff are authorised to leave their desks during the same period.

b) In the event of urgent tasks and at a manager's request, breaks may be interrupted or partially deferred to a point later in the day.

c) During breaks, employees are not authorised to leave the premises: employees must not disrupt the work of colleagues in the same department or other departments.

With respect to occupational health, the Joint Conciliation Committee may set out special provisions for permanent work at back-lit displays.

2) WORK BELOW GROUND LEVEL

The weekly working hours of employees working permanently in areas with no natural light (areas without windows) are reduced by one hour. From the age of 50, a weekly reduction of 2 hours is applied.

An exemption for work below ground level or in areas with no natural light (areas without windows) is granted to employees who request this on medical grounds, subject to standard medical evidence or, if required, an expert medical assessment by their general practitioner and an ASTF physician.

Art. 7a – Safety measures

All employees should be adequately protected against assault.

Employers shall take out an insurance policy with an insurance company approved in the Grand Duchy of Luxembourg for their staff against death and disability resulting from assaults suffered as an employee of the employer. A copy of this policy is submitted to the delegation.

The following capital is allocated:

- in the event of death: EUR 20,000 (base index 100)
- in the event of total permanent disability a maximum of: EUR 40,000 (base index 100)
- in the event of partial permanent disability: sliding scale based on the extent of disability observed.
- should the employee need to be externally redeployed due to a cause covered by the insurance in question, the companies shall insure the difference in salary and this shall occur within the scope of and up to the sum insured for permanent disability.

Compensation shall be calculated using the weighted index for consumer prices for the month of the incident, which is established by the National Institute of statistics and economic studies (STATEC), with the 01/01/1948 basis.

Legal heirs shall receive compensation paid in the event of death unless employees stipulate otherwise.

Reference is also made to the provisions of the Protocol of Agreement on Safety in Insurance signed in the Joint Conciliation Committee meeting of 21 March 1986 (Appendix III).

The Luxembourg Association for Financial Sector Occupational Health (ASTF) provides medical and psychological follow-up of employees who have suffered trauma in connection with their professional activity.

Art. 7b – Supplementary pension insurance

The ACA acknowledges the importance of supplementary pension insurance Each company shall discuss with the staff delegation the possible setting-up of a supplementary pension scheme in accordance with the law of 8 June 1999 on supplementary pension schemes, as amended.

Art. 7c – Applicable on-call system

In each company where a standby and/or availability system is used, internal regulations must be established after negotiation with the staff delegation in observance of the competences of the latter.

Each company shall define the terms and conditions of the applicable on-call system. Thus, the internal regulations may in particular include provisions on the following matters:

- The time limit for prior information of the employee
- The frequency of on-call or standby periods
- The minimum and maximum duration of on-call or standby availability
- Definition of the concepts of weekend and night work
- The existence of a rest period following on-call or standby availability
- Work posts for which on-call or standby availability may be applied
- Accounting for travel time
- The obligations and responsibilities of the employee during an on-call period
- The means of communication by which an employee liable to on-call availability may be advised.

If, prior to the date of entry into force of this collective agreement, a system of on-call or standby availability has been established, the company must approach the delegation within three months so that an agreement can be negotiated in compliance with the present article.

Art. 8 – Annual leave

All employees are entitled to paid recreational leave in accordance with Articles L. 233-1 to L. 233-20 of the Luxembourg Labour Code. Paid holidays count towards the weekly working time.

In addition to recreational leave, the following age-related leave is granted:

- 1 day for employees aged 50 to 54 (effective from the year of the respective birthday);
- 2 days for employees aged 55 and more (effective from the year of the respective birthday).

Leave may be taken consecutively, unless operational requirements and employees' justified wishes require it to be split up, in which case a fraction of at least 10 successive working days' leave must be taken, depending on employees' wishes.

Leave may be taken in full days and, in exceptional circumstances, in half days. Terms and conditions must be determined within each company.

Leave must be granted and taken over the course of the calendar year.

Leave requests must be notified within a maximum period of one month.

If granted leave is deferred on pressing operational grounds, the employer shall meet the costs incurred for the employee by this change.

Leave for the first year's service is due at a rate of a twelfth per full working month. Fractions of working months exceeding fifteen calendar days are counted as full working months. Fractions of days' leave exceeding a half are considered to be full days.

Where employment contracts end midway through the year, employees are entitled to a twelfth of their annual leave per full working month, notwithstanding the provisions of law or agreements relating to the notice of termination. Fractions of working months exceeding fifteen calendar days are counted as full working months.

Maternity leave provided for by Articles L. 332-1 et seq. of the Luxembourg Labour Code does not preclude women from taking the full allowance of paid annual leave for the period in which it accumulates with maternity leave.

Art. 8a – Rest days

Employees are entitled to 9.5 rest days per year.

Terms and conditions of implementation:

- For reasons of operational scheduling, a rest day may be set collectively for the entire sector by notification of the Joint Conciliation Committee created by Article 22 of this Agreement.
- In this case, it will be set when the calendar of public holidays referred to in the last sub-paragraph of Article 6b is drawn up. Employees in service on the fixed date shall be entitled to this collective rest day. Where, owing to operational necessities, certain employees are unable to take this day off on the foreseen date, they shall be entitled to a compensatory rest day.
- Rest day(s) taken individually by employees shall be taken in periods where the workload is not high.
- Moreover, the terms and conditions for rest days shall be the same as those provided for leave days.
- One or more rest days may be set collectively for a company or parts of a company in consultation with the staff delegation. Leave days set collectively by companies must be notified to employees no later than in the first quarter of the year.

Art.8b – Welfare Charter

A welfare charter shall be discussed in the Joint Conciliation Committee provided for in Article 22 of this Agreement.

Companies commit themselves to implementing, in collaboration with the staff delegation, measures or improvements in relation to Corporate Social Responsibility (CSR).

Art. 8c – Prevention of psychosocial risks

The social partners are committed to the prevention of psychosocial risks and quality of life at work in general.

Companies, in collaboration with the staff delegation, are committed to the prevention of psychosocial risks in the medium and long term.

To this end, they will set up structured projects enabling each employee to become involved in this process by proposing improvements to his work and by having the opportunity to develop his personal resources in order better to prevent and deal with the risks identified.

2 hours of training credit will be devoted to health at work and the prevention of psychosocial risks.

The health and safety delegate will carry out his duties in compliance with the legal texts (Article L. 414-14 of the Luxembourg Labour Code). The delegate must be afforded the time needed for the performance of his duties and within the limit of the following credit hours (defined by reference to the size of the company concerned):

- 4 remunerated hours per month, if the company employs, during the twelve months prior to the 1st day of the appointment of the staff health and safety delegate, between 15 and 25 employees;
- 6 remunerated hours per month, if the company employs, during the twelve months prior to the 1st day of the appointment of the staff health and safety delegate, between 26 and 50 employees;

- 8 remunerated hours per month, if the company employs, during the twelve months prior to the 1st day of the appointment of the staff health and safety delegate, between 51 and 75 employees;
- 10 remunerated hours per month, if the company employs, during the twelve months prior to the 1st day of the appointment of the staff health and safety delegate, between 76 and 150 employees;
- 4 hours per week, if the company employs, during the twelve months prior to the 1st day of the appointment of the staff health and safety delegate, more than 150 employees;

This additional credit entitlement shall be reserved exclusively for the use of the staff health and safety delegate.

Art. 9 – Exceptional leave

Employees who are obliged to absent themselves from work for personal reasons shall be entitled to exceptional leave with full pay as specified below:

1) one half-day for blood and plasma donors;

2) one working day for the death of a second-degree blood relative or relative by marriage (i.e. grandfather, grandmother, grandson, granddaughter, brother, sister, brother-in-law, sister-in-law);

3) two working days for the marriage or civil partnership or ordination of a child, the taking of the veil by a daughter and in the event of a house move;

   Exceptional leave for house moves is granted in the event of:

   - a change of domicile or residence (including a change of flats within a co-owned building where there is no change of address);
   - setting up home after a first marriage on presentation of a change of residence certificate for the insurance employee and/or his/her spouse.

   However, simply changing rooms shall not be considered as a house move.

4) ten working days for spouses or partners in the event of the birth of a recognised child or in the event of adoption (pursuant to the conditions of Article L. 233-16 points 2 and 7 of the Luxembourg Labour Code);

5) four working days for the death of a first-degree blood relative or relative by marriage (i.e. father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law);

6) five working days following the death of the spouse, the partner or a legitimate, natural or adopted child (of the employee or his/her partner);

7) six working days for the employee's wedding or three working days for an employee's partnership with a maximum of 9 days for employees combining the two events with the same person;

8) one working day over an employment period of 12 months for reasons of force majeure associated with urgent family circumstances in the event of an illness or accident which renders essential the immediate presence of the employee (Article L. 233-16-point 9 of the Luxembourg Labour Code);

9) leave of five days over an employment period of twelve months in order to give personal care or personal assistance to a family member (the son, the daughter, mother, father, spouse or partner) or to a person who lives in the same household as the employee and who needs considerable care or assistance for serious medical reasons which reduce his capability and autonomy, rendering the family member or the above-mentioned person incapable of compensating for or confronting autonomously physical, cognitive or psychological deficiencies or constraints or requirements associated with health, as certified by a doctor (Article L-233-16-point 10 of the Luxembourg Labour Code);

in all these circumstances, the employee shall continue to receive full pay.

Exceptional leave must be taken in connection with the incident that gives entitlement to it and no later than within the week of the incident. Employees shall be granted their entire exceptional leave regardless of the number of months they have worked in the year.

Employees living in registered partnership in accordance with Articles 3 et seq. of the amended law of 9 July 2004 on the legal effects of certain partnerships shall benefit from all exceptional leave.

“Partner” means: any person who has registered in the civil registry and in a file referred to in Articles 1126 et seq. of the New Code of Civil Procedure a partnership within the meaning of the law of 9 July 2004 on the effects of certain partnerships.

Art. 9a – Union leave

In each insurance company, paid leave for trade union requirements and trade union training shall be agreed, where necessary, between the staff delegation and management for members of the delegation, in accordance with the schedule proposed by the Joint Conciliation Committee created by Article 22 of this Agreement.

This union leave is governed in accordance with Article L. 415-9 of the Luxembourg Labour Code reproduced below:

1. Employers are obliged to grant appointed staff delegates free time known as “training leave” required for taking part, without any loss of pay, in training actions organised by trade union organisations or by specialist institutions, namely the professional chambers, at times that coincide with normal working hours and aimed at improving their economic, social and technical knowledge in their roles as employee representatives.

2. In companies regularly employing between fifteen and forty-nine employees, each appointed staff delegation member is entitled to a week’s training leave during his/her term of office. The delegation is entitled to two additional weeks of training leave per term of office. The delegation decides on the distribution of the hours between delegates. Since the remuneration expenses for one week are borne by the State, all the expenses of maintenance of the remuneration exceeding those borne by the State are charged to the company, subject to the prior approval of the hierarchy. The costs of organising the courses, as well as the resulting expenses for the delegates on account of their participation shall be borne entirely the organisers of the training.

   In companies employing between fifty and one hundred and fifty employees, each appointed staff delegation member is entitled to two week’s training leave during his/her term of office. The delegation is entitled to three additional weeks of training leave per term of office. The delegation decides on the distribution of the hours between delegates. Since the remuneration expenses for one week are borne by the State, all the expenses of maintenance of the remuneration exceeding those borne by the State are charged to the company, subject to the prior approval of the hierarchy. The costs of organising the courses, as well as the resulting expenses for the delegates on account of their participation shall be borne entirely the organisers of the training.

   In companies regularly employing over one hundred and fifty employees, each appointed staff delegation member is entitled to one week’s training leave per year.

   Delegates elected for the first time are entitled to an additional sixteen hours during the first year of their term of office.

   The alternate members of the staff delegation shall benefit from half the hours of training provided for in this paragraph.

   When such alternate members become full members during their term of office the training leave already taken pursuant to the preceding sub-paragraph shall be deducted from the training leave to which they are entitled as full delegates.

3. Training leave time cannot be offset against annual paid leave time; it is equivalent to a working period.

   At their request and within the limits provided for in paragraph (2), training leave must be granted by the company manager to delegates wishing to perform training sessions, which are approved each

year in connection with a list drawn up jointly by professional employer organisations and the most representative trade union organisations at national level, either generally or in their specific sector, pursuant to the provisions of articles L. 164-4 and L. 161-7 of the Luxembourg Labour Code.

Specific requests may be addressed to the Minister whose portfolio includes Work and Employment who must accredit those training courses.

In accordance with paragraph (3) of Article L. 415-9 of the Luxembourg Labour Code, it has been agreed jointly between the social partners, ACA and the trade unions that have signed the Collective Agreement for insurance employees (Aleba, OGBL and LCGB-Sesf) that all trade union training organised by trade unions or through the Luxembourg Trade Union Training Centre (CFSL) of the Chamber of Employees at the request and on behalf of the three aforementioned trade unions should be recognised as approved training within the meaning of paragraph (3) of Article L. 415-9 of the Luxembourg Labour Code.

That means that appointed staff delegates in the insurance sector may either take part in training delivered by the Ecole supérieure du travail or training delivered by their respective trade unions or by the CFSL in accordance with paragraphs 1) and 2) of Article L. 415-9 of the Luxembourg Labour Code.

Art. 9b – Leave on social grounds

Each employee is entitled to a minimum of 5 days social leave per year. Companies are free to increase this minimum.

The arrangements for social leave shall be settled within each company, upon the request of the staff delegation, within one year of the signature of this Collective Agreement.

Art. 9c – Special leave

The following types of special leave are governed by Articles L. 234-1 et seq. of Chapter IV of the Luxembourg Labour Code, namely:

- Youth leave
- Sports leave
- Cultural leave
- Special leave for volunteers of the emergency services
- Development cooperation leave
- Parental leave
- Leave on family grounds
- Adoption leave
- Training leave
- End-of-life support leave
- Leave for certain social offices
- Language leave
- Leave as a member of the representation of pupils' parents

Art. 9d – Authorised absences

1. Absences at the employer's initiative

Employers are responsible for any absences at their instruction.

2. Absences at the employee's initiative

Employees are responsible for any absences at their own initiative.

However, the following absences are tolerated, subject to the prior notification of the employee's superior or human resources and presentation of proof, at the expense of the employer:

* visits to authorities and notaries whose opening hours coincide with insurance sector working hours;
* school examination attendances;
* court summonses;
* medical examinations required by law;
* and within reasonable limits, medical check-ups, X-rays, various tests and pre- or post-operative care.

The staff delegation may monitor how this is implemented.

Art. 10 – Employee obligations

Employees must adhere strictly to the foreseen working hours and must conscientiously fulfil the duties and responsibilities entrusted to them. They must follow instructions issued by their hierarchical superiors and adhere to principles of professional ethics specific to the insurance sector professions.

Employees must strictly observe professional secrecy subject to the penalties provided for by law.

Art. 10a – Disciplinary measures

Employees must adhere to their employers' internal organisational regulations as well as legislation relating to the insurance sector.

In the event of infringement or failure to observe the provisions listed above, employers are entitled to take disciplinary action against the relevant employees.

Disciplinary action may only be taken after a meeting with the relevant employee. If they request this, employees may ask a delegate to attend this meeting.

Where officially adopted action is taken with respect to a warning or reprimand, employees are entitled to respond and explain their actions in writing. This explanation is attached to the file as an official exhibit. It may be drawn up after consulting with the staff delegation.

Pursuant to individual and exceptional disciplinary measures, the employer may suspend for one year any pay increases payable on 1 January following the incident, after a written warning or reprimand.

Copies of the warning, reprimand or suspension must be sent to the staff delegation.

Notwithstanding the legal provisions in force, warnings and reprimands will have no effect beyond a period of **3** years with effect from their date.

In order to regulate disciplinary measures, which may have specific features depending on the company, an agreement will be negotiated internally by mutual agreement with the staff delegation.

Art. 10b – Reconciliation of family life and professional life

The laws of 29 July 2023 and 15 August 2023 amending Article L. 233-16 of the Luxembourg Labor Code provide for the balance between professional life and private life of parents and caregivers.

Each company undertakes to negotiate with the staff delegation an agreement which will make it possible better to reconcile family life with the employee's professional life. These agreements must be negotiated within one year of the signing of this Collective Agreement. To this end, the staff delegations may call on experts or advisors from the trade unions represented in the delegations. In the absence of staff delegations, the employees may call on specialists from the trade unions represented and recognised in Luxembourg.

The agreement, for example, will deal with the following matters:

- more flexible methods of working;
- the reduction of fixed-term working time: with a guaranteed return to his initial contract, the arrangements for making applications, length of the period, conditions for grant (for example: children aged less than 12 years, employees aged over 50 years, continuing training, etc.);
- flexible working hours: staggering the start of the working day, ending each day an hour earlier, 4-day week, etc.;
- setting up a time savings account (TSA);
- absence from work for reasons of force majeure: definition of force majeure and the possibility of recovering the hours of absence, deducting them from paid leave or CET days or having recourse to teleworking;
- leave granted by way of gift;
- absence on grounds of menstruation and endometriosis;
- leave without pay.

The reconciliation of family and professional life may in no case have negative consequences on the employee's career development or constitute grounds for dismissal.

Art. 10c – Legal regime for teleworking

The Interprofessional Agreement of 20 October 2020 on the legal regime for teleworking (Annex V) forms an integral part of this Collective Agreement.

Companies undertake to discuss with the staff delegation, in compliance with this Convention, a specific teleworking regime adapted to the particular situation of the company.

Art. 10d – Right to disconnect

Where employees use digital tools for professional purposes, a system ensuring respect for the right to disconnect outside working hours which is adapted to the specific situation of the company must be defined at the level of the company concerning the practical arrangements and technical measures for disconnecting from digital tools, awareness-raising and training measures and compensation arrangements in the case of exceptional derogations from the right to disconnect.

This specific regime is to be defined at the level of the company, in compliance with the competences of the staff delegation if any or, if there is no staff delegation, with the company's employees.

In this case, the introduction and modification of the specific regime shall be effected after informing and consulting the staff delegation within the meaning of Article 414-1 of the Labour Code or by mutual agreement between the employer and the staff delegation in companies with at least 150 employees within the meaning of Article L414-9 of the Labour Code.

Art. 10e – Protection framework for whistleblowers

Since the Law of 16 May 2023, the protection of employees reporting infringements of national or European Union law is guaranteed. The legal framework for such protection and the obligations derive from the transposition of Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law.

Art. 11 – Work outside insurance companies

Employees are not entitled to hold jobs outside their jobs in insurance companies without first notifying management, which will assess, after consulting the staff delegation, whether or not this work is compatible with work as an insurance sector employee.

Should the staff delegation deem the rejection of a staff member's request to hold a job outside an insurance company to be unfounded, it may appeal to the Joint Conciliation Committee created in accordance with Article 22 of this Agreement.

Art. 12 – Induction period and vocational training

A. Definition

This article defines training as all means implemented by employers and specialist training bodies to enable employees to develop the knowledge, skills and abilities required to meet companies' present and future requirements and progress their own careers.

Individual access to the various training courses is effected on a consensual basis between the employees and the employers, with the exception of training courses related to regulatory obligations of the company which are mandatory for the employees.

Training requests are examined by employers who check whether they are justified.

Employees are entitled to 40 hours' training, which may not be carried forward, over a period of 12 consecutive months (calendar year) on a pro rata temporis basis of working time and the employee's presence in the company. This right to 40 hours' training includes 2 hours dedicated to occupational health. These 2 hours cannot be used to train on another subject. All training hours must be validated beforehand by the employer.

If, for reasons of service, the training requested and accepted cannot be attended, a new date for participation must be agreed between the employee and his line manager. In any case, it must be possible to do so within a period of one year. It is specified that training rescheduled in this way in year N+1 cannot be deducted from the number of eligible hours in year N+1 (and therefore has to be deducted in year N).

It is specified that, of the right to 40 hours' training, only a maximum of 20 hours (i.e. 50%) may be dedicated to training related to regulatory obligations of the company. In order to compensate for the prolonged absence of an employee, the right to training is guaranteed over a period of three years with a maximum of 120 hours.

In terms of training programmes made available to employees, a distinction should be drawn between (i) internal training and (ii) external training.

(i) Internal training:

Internal training content and methods vary among companies depending on their specific requirements, internal training infrastructure and employees' skill profiles. It generally entails structured "on-the-job" training initiatives such as:

- practical introductions to relevant tasks and/or technologies for a job;
- "coaching" and "mentoring" programmes aimed at providing regular professional advice and support from line managers and/or colleagues responsible for supervising new employees' development;
- internal training in different departments.

On-the-job training programmes are aimed at new employees as well as existing employees tasked with taking on new roles.

An increasing number of companies include the following in their internal training programmes:

- training courses developed by "in-house" specialists (or internal trainers) or, where appropriate, with the assistance of external training specialists. These training courses meet the companies' specific requirements and are only available to company employees;
- moreover, internal training programmes may include web-learning or e-learning initiatives.

(ii) External training:

External training includes all initiatives and training programmes offered to the public by approved specialist training institutions in accordance with Articles L. 542-7 et seq. of the Luxembourg Labour Code whose purpose is to provide support and continuing professional development meeting companies' more general requirements and/or employees' individual interests in terms of skill development. Institutions with public or private school status (secondary schools, universities, higher education institutes, etc.) recognised by the public authorities and issuing qualifications or certificates recognised by these authorities should be considered to be among these specialist institutions.

B. Key Training Areas

In more specific terms, training sessions available to employees throughout their careers can be separated into two categories: I) Induction training; II) Continuing vocational training.

C. Assessment of Training Requirements

Employees and employers are jointly responsible for assessing training requirements, in accordance with Article L. 414-9 on the training plan (mutual agreement between the employer and the staff delegation). The method adopted for assessing training requirements is a matter for employers and may vary among companies. In this context, annual appraisals may constitute a tool for employees and their line managers to discuss and define individual requirements and draft an individual training plan. The formulation of the company's overall training plan is the responsibility of the company by mutual agreement between the employer and the staff delegation for companies employing at least 150 employees and in consultation with the staff representatives in the case of companies employing fewer than 150 persons as defined in Articles L. 542-1 et seq. of the Luxembourg Labour Code. A stocktaking report and an individual training plan are drawn up annually.

D. Training outside working hours

All training generally takes place during working hours. If, in exceptional circumstances, training were to take place outside working hours, reference should be made to the provisions of Articles L. 542-7 et seq. of the Luxembourg Labour Code.

Time spent on e-learning at the request of the employer outside working hours will be considered as overtime under the conditions set out in Articles 6 and 6a of this Agreement. It must first be validated by the hierarchy and may not exceed 20 hours per year.

E. Training partners

Among other providers, ACA offers training courses meeting induction training requirements in partnership with the House of Training and any other approved training body.

It should be noted that insurance companies are free to deliver induction training in-house or with other training bodies.

F. Appeal

In cases where requests cannot be approved, employees may apply to an internal appeals panel within their company comprising the following members:

- the HR manager;
- the employee's line manager;
- the employee assisted, if required, by a staff delegation representative or, in the absence of a delegation, another company staff member.

However the final decision falls to the employer.

G. Briefing and Consulting Staff Representatives

At least once a year and in the event of economic problems, companies undertake to brief and consult the staff delegation with regard to the training policy and projects that they intend to implement in the subsequent financial year.

This briefing will notably relate to career transition training that companies intend to implement in light of economic information that is known at the time and may have a decisive impact on the company structure in terms of jobs and technological development or working methods specific to certain professional activities. In this case, briefing and consultation shall take place in accordance with Articles L. 414-3 (2), L. 414-5 (3), L. 414-6 of the Luxembourg Labour Code.

Article 414-3 (2) of the Luxembourg Labour Code:

The head of the company shall be required to inform and consult the staff delegation and the equality delegate concerning the situation, structure and probable development of employment within the undertaking and any anticipatory measures envisaged, in particular in the case of threats to employment; he must in particular provide half yearly for that purpose to the staff delegation and the equality delegate statistics broken down according to sex concerning recruitment, promotion, transfers, dismissals, remuneration and training of employees of the undertaking.

Article L. 414-5 (3) of the Luxembourg Labour Code:

In general, the head of the company must inform and consult the staff delegation, at least once a year, regarding the present and foreseeable workforce requirements in the company and measures relating in particular to training, advanced training and vocational re-education which may, in certain cases, derive therefrom for the employees of the company.

Article 414-6:

(1) The staff delegation shall without fail be informed and consulted regarding any decision of an economic or financial nature which might have a decisive impact on the structure of the company or on the level of employment.

(2) The information and consultation provided for in the present article shall without fail relate to the repercussions of the envisaged measures for the volume and structure of the workforce and the employment and working conditions of the staff of the company. They shall also relate to welfare measures, including vocational training and re-education measures adopted or envisaged by the head of the company.

The information and consultation provided for in the present article must in principle precede the envisaged decision. That shall not apply, however, where they are liable to hamper the management of the company or any part of the company or to compromise the implementation of a planned operation. In such cases, the head of the company must give the staff delegation all necessary information and explanations within three days.

The staff delegation shall receive the details of the training sessions actually carried out before 31 May of the following year.

The staff delegation shall also be informed of the number and percentage of employees who have not received training in the last three years (apart from compulsory training) as well as the list of employees who refused to receive training before 31 May of the following year.

I. INDUCTION TRAINING

A. General provisions

Employees without prior experience of the insurance sector are hired with an induction period aimed at preparing them optimally for the type of role in which they will be employed. The induction period may be waived depending on how well-suited individual employees are to their posts.

Within 3 months of recruitment, this goal is achieved through a tailored theoretical and practical training programme which is formalised in a training plan including a minimum of 60 hours' training.

Induction training is aimed at teaching insurance techniques and professional general knowledge required for the post held. To this programme is added, if necessary, upskilling in languages, office automation, economics, etc. In addition to a general training component (basic module of at least 24 hours specifically addressing the following subjects: general introduction, insurance sector law, contract law, combating money laundering, introduction to social security, insurance taxation, risk division, etc.) the induction training programme also includes a special adaptable training component tailored to individual employees' profiles, knowledge acquired during studies and the requirements of the post held.

This training constitutes an entitlement for employees. Moreover, employees who are absent due to a career break (e.g. maternity leave, sabbatical, etc.) shall continue their induction training programme on their return.

Unless the House of Training or any other approved training body experiences organisational issues, minimum induction training shall take place over 1 year. If the number of training hours exceeds 60 hours, training may be delivered over a maximum of 2 years.

Training hours are equivalent to working hours.

B. Classification

During their induction period, employees are classified into role groups in accordance with Article 13 of this Agreement. Subject to what is set out below, they shall benefit from all the stipulations of this Agreement.

However, stipulations relating to the awarding of 13th month pay are not applicable, this being paid at a rate of 50% during the first year of induction training.

II. CONTINUING VOCATIONAL TRAINING

Subject to validation by employers, employees shall benefit from continuing vocational training throughout their careers to adapt their skills to companies' changing requirements and maintain their level of "employability". In the event of streamlining, restructuring, reorganisation or other structural changes in the company or group, the Management is obliged to initiate discussions/negotiations in order to establish a plan for the maintenance of employment, including a plan of reskilling and/or reconversion training for employees.

In this Agreement, continuing vocational training is designed to include two key areas:

- A. Reskilling and
- B. Upskilling

A. Reskilling

Reskilling relates to all training initiatives aimed at ensuring employability, both within companies and in the insurance or finance sector, for employees falling within the scope of this Agreement whose jobs may significantly change or even be cut.

1. Aim of training

The ultimate aim of training is to increase the employability of employees whose duties may be profoundly affected by technological developments and the resulting working methods. This training should enable them to change careers either within their companies or the insurance sector and, where applicable, take on new responsibilities.

However, training does not provide employees with:

- an entitlement to reassignment, transfer or new posts (however, in the event of vacancies in a company, employees who are suitable for the announced vacancies shall be given absolute priority for these posts);
- an entitlement to financial bonuses.

2. Recipient group

This training is provided to all insurance-sector employees falling within the scope of this Agreement.

3. Training content

The training programme is based on a modular approach aimed at providing tailored training catering for individuals' knowledge levels. Its content must be relatively wide-ranging to provide training of a general nature.

The programme is based on:

- courses on personal development (soft skills, well-being, health, healthy lifestyle...);
- refresher courses;
- optional modules including language courses.

4. Impact on the performance assessment system

Employees' participation in reskilling should not adversely affect their performance assessment.

5. Training entitlement in the event of redundancy

Employees whose employment contracts expire due to redundancy are entitled to complete any reskilling they have already commenced and this shall occur under the existing terms and conditions. Any resulting costs shall be borne by employers instigating termination of employment contracts.

B. Upskilling

"Upskilling" includes all internal and external training measures provided to employees to enable them to acquire or improve the necessary skills and knowledge to perform their duties and advance their careers. It

may cover various types of measures including practical measures such as team briefings, demonstrations of new technologies, placements in different company departments, e-learning courses and courses delivered internally or externally.

Upskilling programmes are drawn up based on training needs noted at annual appraisals or other meetings. Any identified training needs that have a significant impact on employees' performance in connection with their current roles should give rise to training or at least be initiated before the subsequent appraisal.

Upskilling bonus:

Employees shall be awarded a single bonus of a gross sum of EUR 40.00 (base index 100) per 40-hour instalment of training completed outside working hours and during a reference period running from 1 September to 31 August of the subsequent year. Payment shall occur at the end of the reference period.

C. Registration costs

a) Payment:

Registration costs shall be advanced by employers and paid for in full by them if employees pass.

b) Final cost:

- if employees fail having regularly attended classes and having taken the examination — 50 % borne by the employer and 50% borne by the employee
- if employees fail having not regularly attended classes without justification or without taking the examination (without justification): — 100% borne by the employee

D. Training leave

In the event of examinations, employees may take the following training leave for any training certified by a compulsory examination, which they are taking for the first time:

- half a day's leave if the training lasts 20 hours or more;
- 1 day's leave if the training lasts 40 hours;
- half a day's extra leave for each additional 20-hour instalment.

If employees fail the examination and wish to retake it, they may be granted training leave with their employer's consent.

Training leave per employee may not exceed a maximum of two days' leave per year, regardless of the duration and number of training courses attended.

SECTION IV

Art. 13 – Classification

I. General provisions

Employees covered by the Agreement are split into 6 role groups.

When classifying staff by 6 role groups, their educational background is only taken into account at the start of their careers in the absence of other factors constituting the criteria for each of these role groups.

When changing employers from one insurance company to another, employees remaining in the same role group are guaranteed at least the same basic salary up to threshold 1 as that received in the same role group with the previous employer.

A. Classification based on education

Luxembourgish diplomas certifying the various educational streams (content, duration) are used as a reference framework for applying classification rules. Non-EU educational qualifications must be officially recognised in

Luxembourg in order to be considered for the classification below. Any official recognitions are the responsibility of future employers. Once officially recognised, employees shall be classified retrospectively in the group for which they would have been eligible. Any problems in terms of classifying foreign qualifications are a matter for the Joint Conciliation Committee created in accordance with Article 22 of this Agreement.

As a minimum requirement, classification based on education is performed as follows:

- Employees who have passed their secondary school leaving certificate and have an appropriate linguistic profile may not be classified any lower than Role group II.
- Employees who have passed at least 2 years' higher or university education certified by a diploma or pass certificate in a discipline meeting the requirements of the post or assessment criteria specified hereafter and with an appropriate linguistic profile may not be classified any lower than Role group III.
- Employees who have passed at least 4 years' higher or university education certified by a diploma or pass certificate in a discipline meeting the requirements of the post or assessment criteria specified hereafter and with an appropriate linguistic profile may not be classified any lower than Role group IV.
- Assessment criteria:
  a) How appropriate the employees' educational background is to insurance sector requirements in general.
  b) Linguistic knowledge appropriate to the role.
  c) Higher education, especially in economics, commerce, finance, insurance and law should automatically be considered to meet insurance sector requirements.

B. Classification based on roles

For the purposes of classifying employees based on the role performed, the roles described in this Agreement are only provided for information and as examples.

If several roles are permanently performed concurrently, the highest role that is primarily performed determines the classification.

If these concurrent roles are only performed to a secondary degree or do not exceed six months, the main role determines the classification.

C. Change of classification

No later than after 10 years' service in the insurance sector, any employee in groups 1 to 5 shall be classified in the role group immediately above the role group in which they started their insurance sector career. This higher classification guarantee is only applicable once per employee for his/her own career. This guaranteed change of group within companies by no means precludes joining a higher group within companies in connection with autonomy, complexity, supervision or interaction with third parties as described in Paragraph II of this section.

Any change of group shall be notified in writing to the employee concerned and the new group indicated.

On changing groups within companies on the grounds of autonomy, complexity, supervision or interaction with third parties as described in Article 13 II of this Collective Agreement, the monthly base salary shall be increased by at least EUR 10.00 (base index 100) for a full-time job. This sum is to be offset against the minimum change guarantee defined in Article 14 (2) of this Collective Agreement. This provision does not apply to the provisions of the first paragraph of this point.

Employees leaving their jobs may request a certificate from the insurance company confirming they have not changed groups (excluding migration to the new role groups which is not considered to be a change of group). The certificate indicates the period of work done with the former employer with a view to enabling the employee to benefit from the change of role group after 10 years' seniority.

D. Apprenticeships

The status of apprentices is governed by Articles L. 111-1 et seq. of the Luxembourg Labour Code.

II. ROLE GROUPS

There are 6 role groups. A role has a general description. A role is assessed based on four criteria, namely:

1. Autonomy when performing the role
2. Complexity
3. Supervision
4. Interaction with third parties

A. Role group 1

General description: Performing simple tasks.

1) and 2): Role autonomy and complexity - Low:

- little or no autonomy required;
- tasks are governed by clearly established rules, instructions, operation methods and procedures;
- they are subject to direct checks implemented by managers who are constantly close at hand, providing very clear and precise instructions on how to perform these tasks and who must authorise any deviations from stipulated directives and procedures;
- tasks generally require employees to be precise, orderly and methodical.

3) Supervisory responsibilities: No supervisory responsibility is required at this level.

4) Interaction with third parties: Little or no interaction with third parties is required to perform this role.

Sample roles:

- Reception staff,
- Switchboard operator
- Receptionist
- Level 1 customer relations staff
- Driver
- Maintenance staff
- Building technician
- Shipping department staff
- Simple claims manager
- Drafter of simple policies
- Administrative and support staff

B. Role group 2

General description: Employees who, thanks to their experience, have acquired good knowledge of the department in which they work are classified at this role level.

These roles generally require:

- the ability to work in a precise, orderly and methodical manner;

- a certain degree of versatility within the department;
- good customer service skills;
- reasonable proficiency in basic/standard correspondence required to interact with internal/external contacts.

1) Required autonomy - Little or no autonomy required:

- the role is defined as being performed with close and continually available supervision;
- managers provide clear and precise instructions on performing tasks;
- the role is performed in strict adherence to the instructions provided - all deviations must be authorised by managers.

2) Role complexity - Low:

- the tasks performed are similar in nature (despite their varied scope) and always require the same skills to be applied;
- any problems to be resolved are simple; they are resolved based on obvious and rudimentary indicators which are easily interpretable;
- any decisions to be taken relate only to the implementation of clearly defined rules and procedures.

3) Supervisory responsibilities: No supervisory responsibility is required at this level.

4) Interaction with third parties: Little or no interaction with third parties is required to perform this role.

Sample roles:

- Qualified secretary
- Customer relations staff
- Junior claims manager
- Assistant accountant
- Level 1 IT support staff
- Junior underwriter

C. Role group 3

General description: Roles entailing management of advanced everyday or supportive tasks relating to the performance of administrative, technical or commercial tasks, requiring advanced vocational training subject to periodic checks.

These roles generally require the application of:

- advanced theoretical knowledge or confirmed experience;
- good interpersonal skills;
- sales skills;
- good technical proficiency in the area of activity.

1) Required autonomy - Low to medium:

- the role is subject to general rules, instructions, operating methods and procedures;
- it is defined to function partly without close supervision although managers may be available if required;
- managers provide general instructions on performing tasks for the role;
- the main deviations and situations for which no existing instructions may be applied are passed on to managers;
- staff employed in this role must take simple decisions regarding the defined rules and procedures to be applied - they must decide between two or more alternatives based on existing instructions or by applying minor deviations to adapt instructions to situations.

2) Role complexity - Low to medium:

- the majority of tasks to be performed are repetitive and identical in nature, mainly requiring the application of similar skills;
- the working methods to be applied are not very complex;
- the instructions provided in the role description and procedural manuals must sometimes be interpreted to take account of other factors (which are direct, apparent and few in number);
- the problems to be resolved are not very complex - they require past solutions with a moderate number of alternatives that are not very complex in technical terms and simple to choose.

3) Supervisory responsibilities: No supervisory responsibility is required at this level.

4) Interaction with third parties: Limited but regular interaction with a limited and pre-defined number of third parties (customers, other external contacts and/or internal colleagues) requiring simple relations limited to the receipt/transmission of information and/or documents required for completing the tasks entailed by the role. Little or no internal or external representative responsibility.

Sample roles:

- Executive secretary
- Analyst/programmer
- HR assistant
- Junior accountant
- Underwriter
- Intermediary support manager
- Non-life technical expert
- Web Master
- IT helpdesk staff
- Marketing assistant
- Communication assistant
- Senior claims manager.

D. Role group 4

General description: Roles that entail a responsibility to manage an administrative, technical or commercial activity and/or supervise the duties of a small group of individual contributors, governed by the general procedures and subject to occasional checks.

These roles generally require the application of:

- advanced theoretical knowledge and/or confirmed experience;
- good interpersonal skills;
- good analytical skills;
- proven organisational skills;
- advanced sales skills;
- good verbal and/or written communication (depending on the specific role performed)

1) Required autonomy - Medium: - the role is defined as mainly being performed without close supervision although managers should be available if required; - managers provide few instructions on performing duties for the role with the exception of established procedures/directives and fixed goals; - the main deviations and situations for which no existing instructions may be applied are passed on to managers; - while there is no close monitoring from managers, all results for the area of activity are monitored; - individuals employed in this role have the principal obligation of achieving specific goals set by the organisation for their department/entity;

2) Complexity of the role - Medium:

   - most tasks are not repetitive - the working methods to be applied are moderately complex;
   - the instructions provided in the role description and procedural manuals are not sufficient; it is often necessary to take the initiative and interpret other factors (of an indirect and sometimes contradictory nature) while adhering to fixed procedures and goals;
   - the duties, most of which are diverse, require various skills to be applied frequently;
   - the problems to be resolved are moderately complex; in most cases they require solutions that have already been applied in the past but must be adapted and/or supplemented in order to achieve the aims of the role;
   - decisions to be taken relate to developing, creating, assessing or choosing methods, rules and procedures..

3) Supervisory responsibilities: Roles at this level may entail the responsibility of supervising the work of several individual contributors - within a framework previously defined by employees' own managers. The tasks supervised are of simple to medium complexity..

4) Interaction with third parties: Regular interaction with a limited and pre-defined number of third parties (customers, other external contacts and/or internal colleagues) which is clearly defined in the operational and supervisory procedures (both in terms of content and the relevant contacts). Little or no internal or external representative responsibility.

Sample roles:

- Junior legal adviser
- Junior internal auditor
- Junior risk manager
- Junior risk manager
- HR manager
- Accountant
- Management assistant
- Junior project manager

E. Role group 5

General description: Autonomous and diverse role requiring qualifications, initiative and responsibility. Included in this group: qualified employees who are considered to be the top employees in their department due to their vocational training and who are required to take the initiative and stand in for the department manager.

Roles entailing advisory, administrative activity management, technical and/or commercial responsibility:

- governed by general procedures and specific objectives;
- subject to occasional checks.

These roles generally require the application of:

- very advanced theoretical knowledge and/or confirmed professional experience;
- good interpersonal skills;
- advanced analytical skills;
- a degree of initiative and creativity;
- an ability to take decisions and report on them;
- proven sales skills;
- good listening skills and verbal and/or writing skills;
- an ability to manage a pre-defined budget;
- the ability to set and achieve team goals;
- management skills.

1) Required autonomy - Medium to high

- individuals employed in this role have the principal obligation of achieving general goals set by the organisation for their department/entity while adhering to established procedures/directives;
- while there is no close monitoring from managers, all results for the area of activity are monitored, requiring the above skills to be applied to achieve specific goals set by the organisation for the department/entity.

2) Role complexity - Medium to high:

- most tasks are not repetitive - the working methods to be applied are moderately complex;
- the instructions provided in the role description and procedural manuals are not sufficient - the interpretation of other factors (of an indirect and sometimes contradictory nature) is often necessary;
- the duties, most of which are diverse, require various skills to be applied frequently;
- the problems to be resolved are moderately complex; in most cases they require solutions that have already been applied in the past but must be adapted and/or supplemented;
- decisions to be taken relate to developing, creating, assessing or choosing methods, rules and procedures.

3) Supervisory responsibilities: Individuals employed in roles of this level are responsible for supervising the work of certain team members and/or students/interns. The work supervised is largely of medium complexity.

4) Interaction with third parties: Regular interaction with third parties (internal and/or external) - requiring direct contact entailing technical services (sometimes complex but performed in accordance with pre-defined procedures). This contact may entail managing specific information and/or documents and

coordinating different contributors and/or communication actions. The role entails internal and/or external representative actions.

Sample roles:

- Project manager
- Senior actuary
- Financial analyst/Business analyst
- Legal advisor
- Internal auditor
- Risk manager
- Senior accountant
- Management auditor
- IT security manager
- IT database manager
- Asset Controller

F. Role group 6:

General description: Roles entailing a responsibility to coordinate, plan, organise and manage the work of individual contributor(s).

Included in this group: employees who, owing to their very advanced knowledge and extensive professional experience, perform a specialist advisory and/or management, supervisory, coordinating or auditing role within their companies, employees who manage a department which is considered important within their companies.

Roles at this level are:

- subject to general goals;
- subject to monitoring of all results for the area of activity.

They generally require:

- management skills;
- proficiency in the area of activity and a high level of technical skill;
- excellent analytical, problem-solving and decision-making skills;
- very good interpersonal, conflict management and negotiation skills;
- the ability to delegate and monitor delegated tasks;
- proficiency in managing ambiguity and driving change;
- an ability to set a budget, set and achieve specific goals for an entity based on general goals provided by managers;
- designing and managing projects;
- excellent verbal and written communication.

1) Required autonomy – High:

- roles covered by level 6 entail extensive autonomy and are defined as being mainly performed without supervision;
- managers define the main responsibilities and goals for these roles and subsequently act in an advisory capacity to individuals holding such posts;
- these roles require staff to show initiative, deviate from traditional working methods and develop new methods, criteria and rules.

2) Complexity of the role - High:

- repetitive tasks are extremely rare - tasks are highly diverse and require fundamentally different skills to be constantly applied;
- the working methods to be applied and the problems to be resolved are complex;
- the role requires regular ingenuity and continual interpretation of factors (of an indirect and sometimes contradictory nature) that may be difficult to formalise;
- few indicators are available for resolving problems encountered and they are often abstract - solutions are either non-existent or extremely limited;
- decisions must be taken on developing, creating, assessing and choosing general approaches and methodologies.

3) Supervisory responsibilities: Roles at this level entail a responsibility to coordinate, plan, organise and manage the work and performance of individual contributors and their development. The supervised tasks are of medium to high complexity.

4) Interaction with third parties - Interaction with third parties (employees/internal entities and/or external contributors and bodies) is intensive and constant. Regular internal and external representative responsibilities are an integral part of roles classified at this level.

Sample roles:

- Senior actuary
- Senior project manager
- Senior legal advisor
- Senior internal auditor
- Senior management auditor

Internal appeal:

Any employees challenging their classification in any of the 6 role groups may lodge an internal appeal within their company with a three-party committee comprising the employee in question, a company staff delegate chosen by the employee and the company's HR manager. The HR manager decides on appeals.

If no agreement is reached, the Joint Conciliation Committee for the sector shall be convened in accordance with Article 22 of this Agreement.

Information of the staff delegation.

Once a year, the staff delegation shall be issued with a list of new roles including their descriptions and the associated groups for information, discussion and approval. If approval is not granted, the Joint Conciliation Committee may be seized.

III. PERFORMANCE ASSESSMENT

A. Principles and procedures

1) The companies shall undertake appraisals with all their employees at least once a year.

2) Insurance companies currently using a performance assessment system that meets similar criteria to those of the system described below may continue to use their own systems and forms.

3) If they do not have their own assessment systems, insurance companies shall refer to the standard system offered by ACA. This is based on:

   fundamental quantity and quality criteria for work performed and notably the following 6 criteria:

   * quality of work
   * team spirit
   * initiative
   * motivation
   * professionalism
   * customer contact

4) Appraisals are performed with line managers (based on a desire to decentralise assessment). Appraisals are validated by management.

B. Means of appealing against assessments

Should they disagree with their assessors, assessed employees may appeal to an internal appeals body within their insurance companies. This appeals body should include the following:

* the assessor, in this case the line manager
* the HR manager
* the assessed employee assisted, if required, by a staff delegation representative or, in the absence of a delegation, another company member.

Ultimate responsibility for assessments lies with the employer.

In the event of disputes regarding the way the system itself is applied, it is possible to appeal to the Joint Conciliation Committee.

Art. 14 – Remuneration of work

A. Definition of basic salary

Basic salary is the starting salary that results from applying the scales of the Collective Agreement including training grades, the seniority bonus, individual pay rises, the old seniority grades, performance grades and performance-based pay rises, three-yearly progression guarantees and pay rises granted in connection with the renewal of Collective Agreements plus a thirteenth of non-recurring performance bonuses paid to employees who have attained or exceeded threshold 2.

The following are not included in basic salary: flat-rate allowances (including the conjunctural allowance, signing allowance, exceptional allowance, special allowance, single allowance, etc.)

Basic salary as defined above constitutes the basis for calculating 13th month pay and overtime.

B. Starting salary, Thresholds and Increases for 2024 to 2026

1. Starting salary

A minimum guaranteed starting salary for full-time employees is specified for each classification group.

The figures set out below are monthly gross starting salaries given in EUR at base index 100.

Years 2024, 2025 and 2026:

Starting salaries for new employees after 1 January 2024 are as follows:

Groups	Starting salary
I	341.85
II	374.17
III	400.47
IV	449.84
V.	492.89
VI	592.92

The starting salaries for employees taken on before 1 January 2024 remain unchanged.

The basic salaries of employees in place on 1 January 2024 are adapted at least to the starting salary of the group concerned above.

2. The thresholds for all employees are set for 2024, 2025 and 2026 as follows:

Years 2024, 2025 and 2026:

Groups	Threshold 1	Threshold 2
I	519.98	633.87
II	552.30	666.17
III	560.66	707.68
IV	579.31	779.64
V.	621.11	838.48
VI	721.11	957.51

As a result of the increase in the thresholds, employees whose basic salaries would fall below thresholds 1 and 2 may benefit from the increases described under point 14.3.

3. Increases

Employees may be granted the following pay rises on top of their starting salaries:

- between the starting salary and threshold 1: Each employee concerned is guaranteed an increase in their basic salary, calculated at base index 100, of EUR 18.00 (base index 100) gross over a 3-year period. All pay increases included in basic salary must be offset against this guarantee, with the exception of the seniority bonus.

Nouveau Système de Rémunération												
Equilibre entre des Evolutions Individuelles et des Garanties pour tous												
Année	**Salaire**	**Evolution**	**Garantie**	**Salaire**	**Evolution**	**Garantie**	**Salaire**	**Evolution**	**Garantie**	**Salaire**	**Evolution**	**Garantie**
31/12/X0	**D100**			**D100**			**D100**			**D100**		
31/12/**X1**	100	0	0	100	0	0	107	+7	0	116	+16	0
31/12/**X2**	100	0	0	100	0	0	107	0	0	125	+9	0
31/12/**X3**	**118**	0	**+18**	**118**	0	**+18**	**118**	0	**+11**	132	+7	0
31/12/**X4**	118	0	0	128	+10	0	128	+10	0	138	+6	0
31/12/**X5**	118	0	0	138	+10	0	168	+40	0	149	+11	0
31/12/**X6**	**136**	0	**+18**	138	0	0	168	0	0	154	+5	0
31/12/**X7**	136	0	0	**146**	0	**+8**	168	0	0	**156**	0	**+2**
31/12/**X8**	136	0	0	176	+30	0	**186**	0	**+18**	**167**	0	**+11**
31/12/**X9**	**154**	0	**+18**	176	0	0	191	+5	0	177	+10	0
…..	…..			…..			…..			…..		
…..	…..			…..			…..			…..		
…..	**S1**			**S1**			**S1**			**S1**		

Application of the guarantee to receive at least EUR 18.00 (base index 100) every three years.

- Between thresholds 1 and 2: an annual minimum performance sum of EUR 4.00 (base index 100) gross, to be granted to 67 % of employees. An increase of the basic salary, calculated at base index 100, of EUR 12.00 (base index 100) gross is also guaranteed over a 3-year period. All pay increases included in basic salary must be offset against this guarantee.

Performance-related pay awarded to employees who have attained or exceeded threshold 2 will be distributed to these employees in the form of an annual non-recurrent bonus (payable in January).

The three-yearly guarantees are payable at the beginning of the year.

C. Training allowance

Employees are awarded a training allowance following their induction training which is set as follows:

EUR 10 gross (index 100) for all function groups; this allowance is included in the salary and is not deducted when calculating the triennial guarantee.

D. Conjunctural allowance for 2024 to 2026

a) For 2024:

A conjunctural allowance shall be paid to employees with their salary for June 2024 based on the table below:

Year hired	Role group					
	I	II	III	IV	V.	VI
2024	0	0	0	0	0	0
2023	217.38	217.38	253.61	289.83	326.06	362.28
2022	1,449.18	1,449.18	1,811.47	2,354.92	3,151.97	3,550.49
2021	1,630.33	1,630.33	1,992.62	2,536.06	3,333.11	3,731.64
2020	1,992.62	1,992.62	2,354.92	2,898.35	3,695.40	4,093.94
2015-2019	2,898.35	2,898.35	3,260.64	3,695.40	4,238.85	4,782.30
2010-2014	3,441.79	3,441.79	3,804.10	4,238.85	4,782.30	5,325.72
2005-2009	3,985.26	3,985.26	4,347.54	4,782.30	5,325.72	5,869.17
Before 2005	4,528.68	4,528.68	4,890.98	5,325.72	5,869.17	6,412.60

The amounts of the allowances set out above are gross amounts in EUR.

This allowance is to be paid to employees in service as at 15 June 2024 whose employment contracts have not been revoked by the employee or terminated by the employer on the grounds of serious misconduct on this date. The sum for part-time employees is to be paid in proportion to their working hours over a reference period extending from 1 June 2023 to 31 May 2024.

Employees on maternity leave as at 15 June 2024 shall be awarded the appropriate allowance for their category.

Employees on parental leave shall be awarded the appropriate allowance for their category in proportion to the time for which their employment contract has been fully effective in relation to the time it has been suspended over a reference period extending from 1 June 2023 to 31 May 2024.

b) For 2025:

A conjunctural allowance shall be paid to employees with their salary for June 2025 based on the table below:

Year hired	Role group					
	I	II	III	IV	V.	VI
2025	0.00	0.00	0.00	0.00	0.00	0.00
2024	220.65	220.65	257.41	294.18	330.95	367.72
2023	1,470.92	1,470.92	1,838.64	2,390.25	3,199.25	3,603.74
2022	1,654.79	1,654.79	2,022.51	2,574.10	3,383.11	3,787.61
2021	2,022.51	2,022.51	2,390.25	2,941.82	3,750.83	4,155.35
2016-2020	2,941.82	2,941.82	3,309.55	3,750.83	4,302.44	4,854.03
2011-2015	3,493.42	3,493.42	3,861.16	4,302.44	4,854.03	5,405.60
2006-2010	4,045.03	4,045.03	4,412.75	4,854.03	5,405.60	5,957.21
Before 2006	4,596.61	4,596.61	4,964.35	5,405.60	5,957.21	6,508.78

The amounts of the allowances set out above are gross amounts in EUR.

This allowance is to be paid to employees in service as at 15 June 2025 whose employment contracts have not been revoked by the employee or terminated by the employer on the grounds of serious misconduct on this date.

The sum for part-time employees is to be paid in proportion to their working hours over a reference period extending from 1 June 2024 to 31 May 2025.

Employees on maternity leave as at 15 June 2025 shall be awarded the appropriate allowance for their category.

Employees on parental leave shall be awarded the appropriate allowance for their category in proportion to the time for which their employment contract has been fully effective in relation to the time it has been suspended over a reference period extending from 1 June 2024 to 31 May 2025.

c) For 2026:

A conjunctural allowance shall be paid to employees with their salary for June 2026 based on the table below:

Year hired	Role group					
	I	II	III	IV	V.	VI
2026	0.00	0.00	0.00	0.00	0.00	0.00
2025	223.95	223.95	261.27	298.59	335.91	373.23
2024	1,492.99	1,492.99	1,866.22	2,426.10	3,247.23	3,657.80
2023	1,679.61	1,679.61	2,052.84	2,612.71	3,433.86	3,844.42
2022	2,052.84	2,052.84	2,426.10	2,985.95	3,807.09	4,217.68
2017-2021	2,985.95	2,985.95	3,359.19	3,807.09	4,366.97	4,926.84
2012-2016	3,545.82	3,545.82	3,919.08	4,366.97	4,926.84	5,486.69
2007-2011	4,105.71	4,105.71	4,478.94	4,926.84	5,486.69	6,046.57
Before 2007	4,665.56	4,665.56	5,038.81	5,486.69	6,046.57	6,606.42

The amounts of the allowances set out above are gross amounts in EUR.

This allowance is to be paid to employees in service as at 15 June 2026 whose employment contracts have not been revoked by the employee or terminated by the employer on the grounds of serious misconduct on this date.

The sum for part-time employees is to be paid in proportion to their working hours over a reference period extending from 1 June 2025 to 31 May 2026.

Employees on maternity leave as at 15 June 2026 shall be awarded the appropriate allowance for their category.

Employees on parental leave shall be awarded the appropriate allowance for their category in proportion to the time for which their employment contract has been fully effective in relation to the time it has been suspended over a reference period extending from 1 June 2025 to 31 May 2026.

E. Special attractiveness allowance

A special attractiveness allowance of EUR 500 gross is paid with the salaries of September 2024 to each employee in service whose employment contract was not terminated as at 01.09 of the payment year concerned.

A special attractiveness allowance of EUR 400 gross is paid with the salaries of September 2025 to each employee in service whose employment contract was not terminated as at 01.09 of the payment year concerned.

A special attractiveness allowance of EUR 400 gross is paid with the salaries of September 2026 to each employee in service whose employment contract was not terminated as at 01.09 of the payment year concerned.

For part-time employees, the amount of the special allowances mentioned above to be paid is calculated pro rata to their work schedule over a reference period extending from 01.01 of the relevant payment year to 01.09 in the relevant payment year. For newly hired employees, the special allowance to be paid is calculated pro rata to the employee's length of service over a reference period extending from 01.01 of the relevant payment year to 01.09 in the relevant payment year.

For employees who left the company before 01.09 of the payment year in question, the special allowance is calculated pro rata to the work schedule and the time of attendance extending from 01.01. to the leaving date in the relevant payment year.

Each special allowance is exceptional and does not constitute an integral part of wages and salaries. Its payment does not give rise to any acquired right on the part of the employees in receipt of them.

Art. 15 – Household allowance and seniority bonus

The household allowance system was abolished with effect from 01/01/2015. A monthly seniority bonus is introduced with effect from this date and paid under the following conditions:

Years' service	Bonus amount (base index 100)
After 3 years	EUR 5.00 gross
After 5 years	EUR 10.00 gross
After 8 years	EUR 20.00 gross

The bonus is paid with effect from 1 January following the year in which the employee attained the required seniority.

Employees in receipt of a household allowance as at 31/12/2014 shall continue to receive a seniority bonus that may not be lower than the sum awarded under the old household allowance. The seniority bonus may only change within the scope of the limits set out above.

It should be noted that the years' service shown in the table relate to service with a single employer.

Where fewer than 40 working hours per week are provided for by the employment contract, the seniority bonus is paid in proportion to the number of hours normally worked.

Art. 16 – Thirteenth month allowance

Subject to the provisions of Art. 12, employees are entitled to an end-of-year payment known as "thirteenth month allowance" of an amount equal to their basic salary payable by the employer to the employee for December.

Employees hired during the course of the year shall receive the thirteenth month allowance at the end of the year in proportion to the months worked since they were hired.

If employment contracts (trial, open-ended, fixed) are terminated either by the employee or the employer, the employee shall receive the thirteenth month allowance with his/her final salary in proportion to the months he/she has worked during the year.

SECTION V

MISCELLANEOUS AND TEMPORARY PROVISIONS

Art. 17

In order to prevent redundancies in insurance companies or one or more of their branches on economic grounds and maintain a satisfactory level of employment in periods of economic recession, insurance companies experiencing financial difficulties undertake to consult the staff representatives and/or the trade unions that have signed this Collective Agreement before taking any action, with a view to keeping staff in employment in the spirit of Articles L. 511-1 et seq. of the Luxembourg Labour Code.

The Joint Conciliation Committee is moreover responsible for pursuing discussions regarding unpaid leave.

Art. 17a

Any benefits granted to employees prior to enforcement of this Agreement may not be repealed.

Art. 18

This Collective Agreement upholds the principle of gender equality in terms of access to professional training and promotions, working conditions and remuneration.

Where appropriate, insurance companies shall provide access to professional updating for employees who have been absent due to a career break, with a view to enabling them to resume their assigned duties. The associated terms and conditions shall be determined by companies in consultation with joint works committees, or failing that, staff delegations.

Equality plans within the meaning of the provisions of Article L. 162-12 of the Luxembourg Labour Code shall be implemented within companies after consulting joint works committees, or failing that, staff delegations.

Art. 19

Where relations and general conditions of work are not regulated in this Agreement, the parties should refer to legal provisions.

Art. 20

The employment of adolescents is regulated in accordance with Articles L. 344-1 et seq. of the Luxembourg Labour Code.

Art. 21

Employers agree to perform monthly deductions of union dues from the salary of union member employees. However, these employees must give their employers written instructions to deduct these sums.

Art. 22

The Joint Conciliation Committee set up by the social partners and comprising 9 members from both sides is responsible for resolving problems relating to the profession and those that may concern the application of the Collective Agreement. It must also define the aims and procedures of future Collective Agreements.

During its period of validity, the Joint Conciliation Committee shall meet at the initiative of one of the parties, with the aim of improving or adapting this agreement.

Art. 22a

It should be noted that the Joint Conciliation Committee is responsible for addressing the following:

- Explanations of the scope of this Collective Agreement (Art. 1);
- Creating a rate fixing tool enabling employees covered by the Agreement to calculate salaries as provided for in this Collective Agreement;
- Provisions for working at a back-lit display (Art. 7);
- Content of terms and conditions of on-call provisions (Art. 7c):
- Perform an analysis and produce a cartographic presentation of the functions to enable it to verify whether the existing functions (Art. 13) of the present Agreement still correspond to the realities on the ground and to the needs of the sector and it will focus particularly on the potential social impacts associated with the development of Artificial Intelligence.

Art. 23

With regard to the specific problems relating to intermediary employees paid totally or partly on commission, reference should be made to the minutes of the Joint Conciliation Committee meeting of 9 December 1986. Accordingly, problems relating to payment of thirteenth month allowance and a June bonus shall be examined by the Joint Conciliation Committee.

Art. 24

Declaration of principle regarding sexual and psychological harassment

Insurers undertake not to tolerate sexual and/or psychological harassment, as defined by Articles L. 245-1 et seq. and Articles L. 246-1 et seq. of the Luxembourg Labour Code, in their companies. They shall ensure that all employees are provided with a workplace in which individuals' dignity is respected and which is free of any sexual or psychological harassment of any origin. They furthermore undertake to take necessary steps to prevent and resolve sexual and psychological harassment, should it occur, in the best possible conditions and in the strictest confidence. ASTF has set up an appropriate advisory body to help victims of sexual and psychological harassment.

As stipulated by the provisions of the Agreement of 25 June 2009 regarding harassment and violence at work (as listed in Appendix IV), the employer will implement, in consultation with the staff representatives, a procedure for dealing with harassment issues, based on internal evaluation and subsequent reassessments of harassment within the company.

The procedure will be based in particular on the following considerations:

- the parties will act with all necessary discretion in order to protect the dignity and privacy of each person;
- no information will be disclosed to parties not involved in the case;
- complaints will be examined without delay and processed within a reasonable time;
- each party must be heard as soon as possible and will have the right to be assisted by a staff representative during the interview;
- each complaint will be treated impartially;
- each complaint must be supported by detailed information;
- false accusations will not be tolerated and may lead to disciplinary action or even sanctions that may go as far as dismissal;
- external assistance for the analysis and handling of complaints may be provided;
- victims will receive support, the nature of which will be specified within the company if there is not a sufficiently precise agreement on this subject between the social partners applicable to the company.

Actions and sanctions against the perpetrator of acts of harassment

Likewise, after consultation of the staff representatives, the sanctions that the employer may impose in case of harassment will be determined in a clear and transparent manner. If it is determined that there has been harassment, appropriate measures will be taken against the perpetrator or perpetrators. They may include disciplinary action and sanctions that may go as far as dismissal.

The disciplinary penalties to be applied in cases of sexual and/or psychological harassment should be determined within each insurance company.

Protection of the victim and the witness of acts of harassment

It will be specified that the victim of harassment at work may not be subjected to reprisals as a result of the denunciation of or resistance to harassment, that his/her file will be treated with the utmost discretion and that measures to put an end to harassment cannot be taken to the detriment of the victim.

In addition, no worker or manager may be subject to reprisals for having borne witness to acts of proven harassment at work.

Art. 25

Problems in terms of interpreting the Agreement fall within the remit of the Joint Conciliation Committee which has the authority to make decisions.

Art. 26

In order to enable employee representatives to monitor the application of this Agreement, ACA shall inform the trade unions that have signed the Collective Agreement of the following once a year:

- the number of employees awarded a performance amount and the amounts below threshold 1 and between thresholds 1 and 2;
- the number of employees granted the three-yearly guarantee and the sums of three-yearly guarantees;
- the total wage bill for employees covered by the Agreement and those not covered.

Art. 27

The cross-sector Agreement of 25 June 2009 regarding harassment and violence at work (Appendix IV) forms an integral part of this Collective Agreement.

Art. 28 – Time Savings Account (TSA)

By way of supplement to Article 10b and at the request of the staff delegations, insurance companies are obliged to enter into negotiations within 30 days on the establishment of a time savings account (TSA) allowing employees to save hours in agreement with their employer, within the legal and contractual limits, in order to take leave at a later period.

Staff delegations should attach a draft agreement to their application on the points to be negotiated. If the employer refuses to enter into negotiations, the staff delegations may refer the matter to the Joint Conciliation Committee.

The TSA must respect the general principles as defined by Art. L.235-1 et seq. of the Luxembourg Labour Code.

Art. 29 – Background Check

The Background Check (Verification of prior record) is an established process by which a company verifies that a person is indeed who he/she claims to be. This check may take place at the time of the recruitment procedure and/or during the contractual working relationship, in particular where such checks are required by the regulator as part of its duty of oversight (for example: examination of the police record of an employee who

also has the status of agent, or of a candidate for a post involving key functions). Companies will verify the police record, education, professional background and other activities of a person which relate to the past, in order to confirm their validity. This check may take place at the time of the recruitment procedure and/or during the contractual working relationship, in particular where such checks are required by the regulator as part of its duty of oversight (for example: examination of the police record of an employee who also has the status of agent, or of a candidate for a post involving key functions).

Companies signing the present Collective Agreement undertake to carry out these procedures within the framework of the existing legal provisions (in compliance with the provisions of the General Data Protection Regulation).

Art. 30 – Information to be provided to the staff delegation

Additionally, an employee may consult the staff delegation in order to interpret and resolve conflicts within the company, in particular with regard to:

- Interpretation of the Collective Work Agreement (Convention Collective de Travail - CCT)
- Interpretation of the Labour Code
- Problems of remuneration
- Equality of remuneration
- Leave management problems (leave, rest days, social leave, etc.)
- Analysis of harassment situations
- Fair treatment as between employees
- Etc.

In order to enable the staff representatives to monitor the correct application of the present Agreement, the employer will be obliged to inform them and consult them in accordance with the more precise or binding provisions of Articles L. 414-2, L. 414-3 and L. 414-5 to L. 414-7 of the Luxembourg Labour Code.

As stipulated in Article L. 414-3 of the Luxembourg Labour Code, where the members of the staff delegation consider that the information provided is not sufficient for them to fulfil their duties, they may request additional information from the head of the company within the limits of the information which must be given to them by law.

Art. 31 – Entry into force

This Collective Agreement shall come into force with effect from 1 January 2024.

* * *

APPENDIX I

The articles of the Luxembourg Labour Code are set out only by way of example, since the Labour Code in force is authentic.

Trial period (open-ended contract)

Article L. 121-5 of the Luxembourg Labour Code

(1) Without prejudice to the provisions of Article L. 122-8, sub-paragraph 2, a contract of employment concluded for an indefinite period may include a trial clause.

The trial clause must, failing which it will be null and void, be noted in the writing referred to in paragraph (1) of Article L. 121-4, for each worker individually, at the latest at the time of the latter's entry into service.

The provisions of the preceding paragraph shall not apply where the Collective Work Agreement applicable to the establishment contains a provision stating that the employment contract of any newly recruited employee is to be preceded by a trial period in accordance with the provisions of this article.

In the absence of writing stating that the contract was concluded subject to a trial period, the contract shall be deemed to be concluded for an indeterminate period; evidence to the contrary is not admissible.

(2) The trial period agreed between the parties may not be less than two weeks or more than six months.

By way of derogation from the provisions of the preceding paragraph, the maximum trial period shall not exceed: three months for an employee whose level of vocational training does not reach that of the vocational skills certificate (certificat d'aptitude technique et professionnelle) of secondary technical education; twelve months for an employee whose gross monthly starting salary reaches a level determined by Grand-Ducal Regulation.

A trial period not exceeding one month must be expressed in whole weeks; a trial period exceeding one month must be expressed in whole months.

In the event of suspension of the performance of the contract during the trial period, that period shall be extended by a period equal to that of the suspension, provided that the extension of the trial period may not exceed one month.

(3) The trial clause may not be renewed.

(4) A contract subject to a trial period may not be terminated unilaterally during the minimum two-week trial period, except for a serious reason in accordance with Article L. 124-10.

Without prejudice to the provisions of the preceding paragraph, a contract subject to a trial period may be terminated in the forms provided for in Articles L. 124-3 and L. 124-4; in this case, the contract shall end on the expiry of a period of notice that may not be less than:

as many days as the duration of the trial period agreed in the contract in weeks;

four days per month of trial agreed in the contract, but not less than fifteen days and not more than one month.

The provisions of Article L. 121-6 and those of Articles L. 337-1 to L. 337-6 shall be applicable during the trial period.

(5) Where a contract subject to a trial period is not terminated under the conditions referred to in the preceding paragraph before the expiry of the trial period agreed by the parties, the employment contract shall be deemed to have been concluded for an indefinite period as from the date of entry into employment.

Trial period (fixed-term contract)

Article L. 122-11 of the Luxembourg Labour Code

(1) An employment contract concluded for a fixed term period may include a trial clause in accordance with the provisions of Article L. 121-5.

When the contract does not include a specific term, the trial period shall be calculated in relation to the minimum duration of the contract.

(2) The trial period shall be taken into account for the calculation of the maximum duration of the contract referred to in Article L. 122-4.

(3) The contract containing a trial clause may be terminated in the forms and under the conditions provided for in Article L. 121-5.

(4) Where a contract subject to a trial period is not terminated under the conditions referred to in the preceding paragraph before the expiry of the trial period agreed by the parties, the employment contract shall be deemed to have been concluded for the period agreed in the contract from the date of entry into employment.

In order to illustrate the rules set out in Article L. 122-11 of the Luxembourg Labour Code, reference can be made to the following table:

Duration of trial period	**Period of notice (Calendar days)**
2 weeks	2 days (*)
3 weeks	3 days
4 weeks	4 days (*)
2 months	15 days
3 months	15 days
4 months	16 days
5 months	20 days
6 months	24 days
7 months	28 days
8 to 12 months	1 month

(*) In so far as the trial period cannot be terminated during the minimum period of 2 weeks, it should be inferred that a 2-week trial contract cannot be concluded.

(**) According to the law, a trial period not exceeding one month must be expressed in whole weeks and a trial period exceeding one month must be expressed in whole months; it follows that the law does not appear to provide for a trial clause of one month.

APPENDIX II

Protocol of Agreement on safety in the insurance sector signed in the Joint Conciliation Committee meeting of 21 March 1986.

In order to further ensure the protection of those responsible for handling and transporting funds, the Joint Conciliation Committee recommends the following arrangements:

1. Handling of funds within the Company's premises:

a) Insurance companies shall make the necessary internal arrangements so as to minimise the handling of funds in cash.

   Small amounts that - despite this general rule - might be kept in the Company shall be stored in a concealed place.

b) The public is informed that the handling of funds in cash is reduced to the strict minimum.

c) Generally all allowances and benefits are to be paid by cheque.

d) Agents and employees working outside the company are asked to pay premiums collected as far as possible in at the nearest bank branch rather that depositing the money on Company premises.

2. Transport of funds outside the precincts of insurance companies:

a) Employees working outside the company are advised to transport funds only in exceptional cases and agents are asked as far as possible to pay premiums collected in at the nearest bank branch. Since premiums over a certain amount must in any case be paid by transfer or by cheque, outside employees will have to limit amount of cash they transport to smaller sums.

b) Employees occasionally required to carry cash must be at least 18 years of age and physically and mentally capable of performing the duties assigned to them.

3. Invalidity and Death Insurance

Staff are covered by insurance covering them against invalidity and death resulting from an assault suffered as an employee in the service of the employer under the provisions of the Collective Agreement (Article 7a).

Luxembourg, 15 January 1986

APPENDIX III

Agreement on Interprofessional Social Dialogue on Individual Access to Continuing Vocational Training jointly signed by the OGB-L and LCGB unions and the UEL on 02 May 2003.

AGREEMENT

of 2 May 2003 on

INDIVIDUAL ACCESS TO

CONTINUING VOCATIONAL TRAINING

OGB·L

LCGB
Lëtzebuerger Chrëschtleche Gewerkschafts-Bond

UEL
UNION DES ENTREPRISES LUXEMBOURGEOISES

AGREEMENT

The UNION DES ENTREPRISES LUXEMBOURGEOISES, abbreviated to UEL
having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,
represented by Mr Joseph KINSCH, President and
Mr Pierre BLEY, Secretary General

duly mandated for the purposes of this Agreement by

the Association des Banques et Banquiers, Luxembourg (ABBL), having its registered office at L–2346 Luxembourg, 20, rue de la Poste,

the Confédération Luxembourgeoise du Commerce (clc), having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

the Fédération des Artisans (FDA), having its registered office at L–1347 Luxembourg, 2, circuit de la Foire Internationale,

the Fédération des Industriels Luxembourgeois (FEDIL), having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

the Fédération Nationale des Hôteliers, Restaurateurs et Cafetiers (HORESCA), having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

of the first part,

and

the ONOFHÄNGEGEN GEWERKSCHAFTSBOND LËTZEBUERG, abbreviated to OGB-L

represented by Mr John CASTEGNARO, President and

Mr Jean-Claude REDING, Secretary General

and

the LËTZEBUERGER CHRËSCHTLECHE GEWERKSCHAFTS-BOND, abbreviated to LCGB

represented by Mr Robert WEBER, President and

Mr Marc SPAUTZ, Secretary General

of the second part,

whereas, in a three-part opinion dated 8 December 1993, the Economic and Social Council made recommendations concerning vocational training; whereas the law of 22 June 1999 on the support and development of continuing vocational training introduced legal rules for collective access by workers,

whereas, on 21 February 2001, the Advisory Committee on Vocational Training of a Tripartite Nature has mandated the Contracting Parties to define a system of individual access to vocational training;

have concluded this Agreement:

A) **Preamble**

Conscious of the need to promote continuing vocational training and wishing both to create a legal, regulatory and contractual framework favourable to individual access by employees to such training and to help to encourage employees to take part in it, the parties to this Agreement agree to make the appropriate adjustments - for both companies and employees - to the legal institutions to which workers wishing to take training courses can avail themselves and thus to facilitate access to training.

The means intended to facilitate individual access to training are as follows:

- the personal adjustment of working time under flexitime,
- leave without pay,
- individual training leave,
- part time work,
- the system of the time savings account.

In the intention of the Contracting Parties, these different means are not mutually exclusive, but complementary and therefore cumulative; their use is conditioned by the type of training and the personal constraints of the employee and those of the company.

These instruments are grouped together herein in two chapters, the first containing the solutions that the social partners intend to introduce into substantive law by means of an agreement declared to be a general obligation by virtue of the provisions of the draft law on collective labour relations. What is concerned is changes to the rules of flexitime and the introduction of specific unpaid leave. A second chapter deals with the adaptations of the existing legislation concerning educational leave as well as certain specific provisions which the Contracting Parties ask the legislator to introduce into social law by legislative means. Finally, the concept of a time savings account is being studied by the Economic and Social Council and the redefinition of the part-time employment contract will be the subject of a separate bilateral agreement between the social partners.

B) Stipulations introducing a system of individual access to continuing vocational training

Chapter 1 Stipulations liable to be subject to a declaration of general obligation

Section 1: The personal arrangement of working time under flexitime

General considerations

Among the various institutions facilitating the taking of training courses as listed above, the flexible organisation of individual working time can be an important asset for the people concerned. This type of organisation of work is obviously only an advantage to the extent that the workers undergoing training are part of a company or a section of a company which has such an organisation of work or which allows such a way of organising work to be put in place. Hence the merit of encouraging companies and workers' representatives, as far as possible, to introduce this type of organisation of work.

In accordance with the definition drawn up by the social partners and taken over by the law of 8 March 2002 revising the law of 12 February 1999 on the implementation of the 1998 National Action Plan for Employment, flexitime is a "*system for the organisation of work which allows for the day-to-day adjustment of the individual hours of work and work schedule in compliance with both the legal limits on working hours and the rules to be laid down in connection with the regulation of flexitime. Save legal exceptions, working hours may not exceed 10 hours per day or 48 hours per week.*

This type of organisation of work reserves the possibility for the employee to arrange the schedule and the duration of the daily work according to his personal convenience while respecting the needs of the service and the justified wishes of the other employees.

If, at the end of the reference period, the calculation of hours worked indicates - where applicable after deduction of a number of excess hours determined by the rules on flexitime which may be carried over to the following reference period - an excess of hours in relation to the legal or contractual duration, this surplus constitutes overtime within the meaning of the provisions of Article 11 of the amended law of 9 December 1970 on the reduction and regulation of the hours of work of workers employed in the public and private sectors of the economy, or of Article 6 of the amended law of 7 June 1937 reforming the law of 31 October 1919 on the legal regulation of the hiring of the services of private employees, respectively, in so far as overtime working can be justified by reasons of service.

If the calculation shows a working hour debit, this must be regularised within a period to be defined by the rules on flexitime by exceeding the normal working hours for the subsequent reference period without giving rise to pay increases for overtime, and this must occur in accordance with the limits imposed by law, namely 10 hours per day and 48 hours per week.

The staff delegation receives the overall statements of working hours by organisational unit."

Recommendations to partners involved in the management of flexitime schemes

In order to respond more effectively to learners' needs, the Contracting Parties observe that a number of adjustments to existing flexitime rules can be envisaged in order to facilitate participation in training:

1. Accordingly, the flexitime rules may provide that:
   - The management of shortfalls of working hours observed for learners at the end of the reference period will be subject to specific solutions, namely the maximum amount of the shortfall per reference period will be increased for the benefit of these workers, whilst the period over which shortfalls must be made up can be lengthened;
   - the fixed periods during which workers must be present at their workstation may be modulated on an individual basis according to the specific constraints of those workers;
   - the total amplitude (start and end of working hours) including the fixed and flexitime periods may be extended beyond the normal limits;
2. It may also be envisaged within companies that those who either refuse to introduce flexitime for the benefit of a learner or refuse to adjust the schedule in the sense intended above must give reasons for their refusal in terms of the needs of the service or imperatives relating to the rational organisation of the company. An internal body within the company may be set up in consultation with the staff representatives in order to settle any disputes concerning the assessment of the arguments raised in the context of flexitime.
3. The parties to this Agreement agree by way of conclusion that a worker undergoing training does not have an absolute right to benefit individually or collectively from a flexitime scheme since the needs of the service and imperatives relating to the rational organisation of the company may be raised in order to oppose the requests of the employee or the workers' representatives.

Section 2: Unpaid leave (declaration of general obligation Mémorial A85 of 19.05.2006)

General considerations

Unpaid leave is a means of facilitating individual access to continuing vocational training by acting on the amount of working time. This instrument entails a loss of income for the employee and thus testifies to his determination to dedicate himself to improving his skills and qualifications.

Rules on unpaid leave

A worker wishing to pursue training eligible under this section of the Agreement on an individual basis may claim leave without pay in accordance with the conditions and modalities governed by the following:

1. The introduction of a request for unpaid leave under this section of the Agreement for continuing vocational training may be made only by an employee with at least 2 years' seniority with his employer regardless of the type of employment contract linking the employee to his company.

   Training courses offered by institutions enjoying the status of public or private school (secondary school, university, institute of higher education) recognised by the public authorities and issuing certificates recognised by those authorities are eligible both in Luxembourg and abroad. Courses offered by bodies referred to in the provisions of article 47 of the law of 4 September 1990 leading to the award of a diploma or a certificate of participation are also eligible in Luxembourg.

2. The request for unpaid leave for training purposes must be made by registered letter with a form for acknowledgment of receipt or by letter delivered by hand with acknowledgment of receipt. The request must contain an indication of the type of training, the duration of the training, the training body and the requested period or periods of leave, together with the statement that if the employer fails to respond to the request within 30 days, the request will be deemed to have been accepted.

   The response of the employer must be made within 30 days in writing with an acknowledgment of receipt. The absence of a response is deemed to constitute acceptance of the request as regards the first period requested where several periods of leave have been requested.

3. The applicant for the leave must give 2 months' notice for leave of less than 3 months. This notification period is 4 months for leave of 3 months or more.

4. Acceptance of the request for leave without pay

   4.1 The application may be refused by the employer:

   - if the applicant is a senior manager;
   - where the company regularly employs fewer than 15 employees.

   4.2 The employer may refuse the requested leave and defer it for a period not exceeding one year where the duration of the leave requested is less than or equal to 3 months. Such deferral may not exceed 2 years where the duration of the leave requested exceeds 3 months.

Such deferral may be effected

- where a significant proportion of the employees of a department would be absent during the period of leave requested for an extended period of time and the organisation of work would be seriously disrupted as a result;
- where the replacement of the person requesting the leave cannot be organised during the notification/notice period owing to the specific nature of the work performed by the applicant or a shortage of labour in the branch or profession concerned;
- where the work is seasonal in nature and the demand is for a period occurring during a period of a seasonal nature.

5. Where a number of requests for leave without pay have been made per department or company and where the fact that a number of requests have been made means that all the applications cannot be granted simultaneously for the reasons mentioned under pt. 4.2, priority will be given, in the absence of agreement between the employees concerned, to the request from the employee who has the most seniority within the company.

6. The employer's acquiescence to the request in the form described above concludes an agreement that is irrevocable for both the employee and the employer. However, in the event of force majeure**,**, the acquiescence or the commitment may be withdrawn unless a commitment concerning the engagement of a worker on a fixed-term contract has been given by the employer. If this withdrawal emanates from the employer, the latter is required to compensate the employee for expenses already incurred for his training which cannot be recovered.

   After the beginning of the leave, termination of the leave by the employee is possible in any event only with the acquiescence of the employer. Falling ill during the leave without pay does not entitle the employee to carry forward the remaining authorised duration of the leave without pay. In the event of illness over a period of more than 25% of the duration of the leave or force majeure that would make it impossible, in whole or in part, to participate in the training for which the leave was requested, the employee may apply for the termination of his leave and the employer shall comply with the request unless compelling reasons relating to the organisation of work make it impossible to reinstate the employee before the end of the period of leave requested and granted.

7. The cumulative duration of unpaid leave per employee is fixed at a maximum of 2 years per employer. The minimum period of leave under this Agreement is 4 consecutive calendar weeks. The maximum duration of leave is 6 consecutive months. The duration of the leave is always expressed in whole weeks or months and must be proportional to the training in question. At the request of the employer, the worker must produce a certificate of participation in the training for which he was granted unpaid leave.

8. During the period of unpaid leave for training, the employment contract is suspended. The duration of the leave is neutralised for the purposes of the determination of the rights related to seniority with the seniority acquired before the beginning of the leave being maintained, except where there are legal or contractual provisions to the contrary.

9. During the period of such leave, the employer is bound to maintain the post of the employee on leave, who will recover all benefits acquired before the start of the leave or, if that is not possible, a similar post corresponding to his qualifications with at least equivalent remuneration and the same acquired advantages.
10. It is the worker's responsibility to join a sickness insurance and pension insurance scheme for the duration of the unpaid leave, where appropriate on a voluntary basis. The employer is obliged to inform the employee about this.
11. The signatory organisations - considering that the duration of the unpaid leave must be taken into account for the calculation of the qualifying period of entitlement to full unemployment benefit and that the calculation of the amount of unemployment benefit must be made on the basis of the salary earned before the start of the unpaid leave - invite the legislator to modify the relevant legal provisions accordingly.

    The same is true for the calculation of the qualifying period provided for in Article 25 of the Social Insurance Code, which should take into account the duration of unpaid leave.

    Since these stipulations require the intervention of the legislator, they are reproduced as an appendix to chapter 2, pt.2.

Chapter 2 Stipulations liable to the transposed into substantive law by legislative means

Section 1: Individual training leave

General considerations

While following the work framework agreed between the social partners and mentioned above, the parties to this Agreement propose to make recommendations to the legislator with a view to introducing individual training leave.

Accordingly, it is recommended to amend the existing legislation on educational leave, more specifically the amended law of 4 October 1973 on the establishment of educational leave, in order to adapt it to the specific needs of learners who find themselves in working relationships.

The parties suggest either to split this law into two chapters, one devoted to youth activities, the other to individual access to continuing vocational training (and to formal education through the so-called "2nd qualification"), or to incorporate the following stipulations into a new law. In the estimation of the signatories, the execution of these measures must fall to the Minister who has continuing vocational training in his portfolio.

Rules on individual training leave

The conditions for the award of training leave and its scope ought, according to the aims of the undersigned parties, to be defined as follows:

1. The total number of days' leave may not exceed 80 days for each employee during his professional career. However, this limit does not exclude the possibility of cumulating these so-called "days of training leave" with qualifying days of education leave by way of youth activities.

   The maximum number of training leave days an employee can claim over a two-year period is 20 days, with each bi-annual period beginning with the year of the first leave taken.

2. The total number of days of training leave to which an employee may be entitled per training depends on the number of hours of classes given during the training in which he is enrolled; the number of hours is either defined by the training body or is capable of being determined on the basis of training schedules of the training schools and institutes. The total number of training leave days is determined as follows:

   The number of hours of training is converted into a number of working days by dividing the number of training hours by 8. The number of training leave days is obtained by dividing the resulting quotient by 3. If necessary, the result is rounded down. It follows that to be eligible for individual leave, a learner must enrol in a course consisting of at least 24 hours of classes.

   These days are intended to be used for participation in the course, the preparation of exams, the exams themselves, work related to the training, possible dissertations, etc. They must be taken as whole days.

   Numerical example: training of 240 hours entitles the employee to (240 : 8 = 30 working days): 3 = 10 days of individual training leave.

3. Learners are obliged to prove by appropriate means that they have indeed used the leave for the purpose for which it was requested. In order specifically to document participation in courses and exams, learners will be required to produce enrolment certificates and attendance certificates.

   Without prejudice to the stipulations of point C, an appeals body, made up equally by the State and the employers' and employees' professional organisations, will be set up to settle disputes that may arise in the context of the execution of this chapter on individual training leave.

   In case that the Ministry responsible for vocational training does not bear the cost of an individual training leave on account in particular of the non-attendance of the learner, the days of leave already taken will be considered as days of unpaid leave or, where applicable, counted against recreational leave.

4. In order to claim his rights to training leave, the worker must prove that he has a minimum of two years' affiliation to the Luxembourg social security scheme and six months' seniority with the employer with whom he is in an employment relationship at the time of the request for leave and whose business must be established and operational in the Grand Duchy of Luxembourg, subject to more favourable legal and regulatory provisions or contractual provisions. The employee does not have to satisfy an age or a residence requirement. Leave entitlements resulting, where appropriate, from a foreign law are not enforceable against the Luxembourg employer by virtue of the principle of territoriality of laws relating to labour law.

5. The types of training carrying entitlement to training leave are those eligible for unpaid leave referred to above in Chapter 1, Section 2, point 1, second sub-paragraph.
6. The notice to be given by the applicant is two months. It is his responsibility on this occasion to draw up a provisional plan of the leave he intends to apply for during his training. The employee must communicate to his employer the examination dates as soon as he becomes aware of them and inform it of his wish to be released from work on the dates in question by way of individual training leave. In this case the employer is bound by an obligation of means to release the employee from work on the examination dates.
7. The individual training leave may be deferred if the absence sought is liable to have a major negative impact on the operation of the company or the smooth operation of the annual paid annual leave of the staff.

   The duration of the individual training leave is treated as a period of actual work. During the leave period, the social security and labour protection legislation will remain applicable to the beneficiaries.

   Beneficiaries of the individual training leave shall receive for each day of leave a compensatory allowance equal to the average daily wage as defined by the legislation in force on the uniform regulation of paid annual leave for private-sector employees. The employer will advance this allowance, which will be reimbursed to it by the State.

   The Contracting Parties consider that this scheme could also apply to civil servants and public employees as well as the self-employed.
8. For part-time employees, the number of days of training leave is due on a pro rata temporis basis.
9. The other conditions and arrangements for granting of educational leave shall apply to individual training leave, except as regards the combination of individual training leave with other forms of leave, which is possible.

Section 2: Clauses tending to amend certain provisions of social and fiscal legislation

1. With regard to the calculation of the qualifying period for full unemployment benefit, the duration of unpaid leave as specified above in Chapter 1, Section 2, must be taken into account and the calculation of the amount of the unemployment benefit must be based on the wages earned before the start of the unpaid leave.

   The same applies to the calculation of the qualifying period provided for in Article 25 of the Social Insurance Code; the duration of the unpaid leave must be taken into account according to the convergent aims of the Contracting Parties.

2. The signatories hereby further invite the Government to make deductible the costs incurred by workers as a result of their participation in continuing vocational training within the meaning of Chapter 1, Section 2 (1), second sub-paragraph, within the framework of the Article 105 LIR even when they do not qualify as “expenditure on further training” as defined by LIR circular No 105/1 of 16 August 1991.

C) Interpretation of the present Agreement

Any question of interpretation of a collective nature resulting from the application of this Agreement will be referred to an ad hoc committee which will be constituted and composed in a joint manner by the parties hereto. This committee will also act as an observatory of the implementation and effects of the measures contained herein and, if necessary, make the necessary adjustments.

D) Duration of the present Agreement

This Agreement is concluded for a period of three years. It shall be tacitly extended beyond this term unless it is terminated by one of the parties hereto with one year’s notice.

Done in as many copies as there are parties in Luxembourg, 2 May 2003.

OGB-L **LCGB**

UEL

APPENDIX IV

Agreement of 25 June 2009 on harassment and violence at work

AGREEMENT ON HARASSMENT AND VIOLENCE AT WORK

Whereas first the social partners enjoying interprofessional representativeness at European level, in this case BusinessEurope, UEAPME, CEEP and ETUC, have signed on the basis of Article 139 of the Treaty on the European Union an autonomous Framework Agreement on harassment and violence at work dated 26 April 2007; whereas the signatory organisations have undertaken to implement this Agreement in accordance with the procedures and practices of the social partners in the Member States and in the countries of the European Economic Area (within three years of its signature);

whereas next the social partners consider that harassment and violence are unacceptable behaviour by one or more people and can take many different forms, some of which are more easily identifiable than others; that such acts have the purpose or effect of violating the dignity of workers, affecting their health and/or creating a hostile working environment; whereas different forms of harassment and violence can affect workplaces;

whereas finally the aim of the European Framework Agreement is to raise awareness and better explain to employers, workers and their representatives what harassment and violence in the workplace are, to provide employers, workers and their representatives at all levels a pragmatic framework for identifying, preventing and managing problems of harassment and violence at work; it is therefore important for the signatory parties to transpose this objective at national level; whereas this transposition in no way prejudices the signing of sectoral agreements and/or the conclusion of more specific agreements within companies with the aim of preventing such behaviour and better assisting the victims of such acts;

the signatory parties have concluded this Agreement:

1. General provisions

Harassment and violence are the result of unacceptable behaviour by one or more workers or managers or even violence by outsiders which may have the purpose or effect of violating the dignity of workers or managers, affecting their health and/or creating a hostile work environment.

The signatory parties undertake to prevent these behaviours at work in all their forms. They also define a number of approaches that companies can implement in order to help the victims of such acts. To this end, they lay down the general principles concerning the prevention and protection against acts of harassment and violence at work, information and consultation as well as general guidelines for the implementation of those principles. They consider that acts of harassment and violence at work should not be tolerated within the company.

The signatory parties also consider that the victim and the witness of one of these behaviours must not suffer any harmful consequences as a result of a denunciation of or resistance to a situation of harassment or violence.

In the context of this Agreement, the signatory parties adopt the following meanings for the terms worker, employer and manager:

- the term "worker" refers to any employee, trainee and apprentice within the company as well as any pupil or student working during the school holidays in the company;
- the term "employer" means any natural or legal person who pursues the working relationship with the worker or manager and who is responsible for the company;
- the term "manager" means any person in the hierarchical line of the company who is in one way or another authorised to give orders to workers.

2. Specific provisions on psychological harassment

Definition

Psychological harassment occurs when a person of the company commits vis-à-vis a worker or a manager repeated and deliberate wrongful acts that have as their purpose or effect:

- to violate the worker's/manager's rights or dignity;
- to degrade his/her working conditions or compromise his/her professional future by creating an intimidating, hostile, degrading, humiliating or offensive environment;
- to degrade his/her physical or mental health.

Prevention of psychological harassment at work

Prohibition of acts of harassment at work

The employer will indicate, in consultation with the staff representatives, if necessary by means of a reference thereto in the internal rules, that it does not tolerate any form of harassment within the company. The employer will point out that it is the responsibility of each worker and manager to ensure that such acts of harassment do not occur at work.

Raising awareness of workers and managers

The employer will, in consultation with the staff representatives, ensure that workers and managers are made aware of this issue by the various internal communication channels available. This awareness raising will focus on the definition of harassment, how it is managed within the company and the sanctions against the perpetrator or perpetrators of harassment.

Preventative measures

As part of the prevention policy, the employer will determine, in consultation with the staff representatives, the measures to be taken to protect workers and managers against harassment at work.

Preventative measures may be laid down in whole or in part by agreements between the social partners. If laid down by an agreement at sectoral level, each company will be responsible for implementing these measures unless it has its own measures equivalent to the provisions of the Agreement.

These measures, which must be adapted to the nature of the activities and the size of the company, may include:

- information and training of workers and managers on the policy of prevention and protection against harassment at work;
- the identification of a competent contact person for the prevention and protection against harassment at work;
- the definition of the means and procedures available to victims for obtaining help.

Internal assessment in the event of the occurrence of acts of harassment

In the event of acts of harassment against workers and/or managers, the employer will carry out an internal assessment which will examine the effectiveness of the preventative measures as well as the possible implementation of new preventive measures to be taken, in particular in relation to the organisation of the company, the revision of the procedures applied in case of harassment and the information of the workers. This assessment and subsequent reassessments will be carried out in consultation with the staff representatives.

Management of acts of harassment

Development of a procedure for managing acts of harassment

The employer will implement, in consultation with the staff representatives, a procedure for managing harassment issues, based on the internal assessment and subsequent reassessments of harassment within the company.

The management procedure may be laid down in whole or in part by agreements between the social partners. If it is laid down by an agreement at sectoral level, each company will be responsible for implementing this procedure, unless it has its own procedure equivalent to the provisions of the Agreement.

The procedure will be based in particular on the following considerations:

- the parties will act with all necessary discretion in order to protect the dignity and privacy of each person;
- no information will be disclosed to parties not involved in the case;
- complaints will be examined without delay and processed within a reasonable time;
- each party must be heard as soon as possible and will have the right to be assisted by a staff representative during the interview;
- each complaint will be treated impartially;
- each complaint must be supported by detailed information;
- false accusations will not be tolerated and may lead to disciplinary action or even sanctions that may go as far as dismissal;
- external assistance for the analysis and handling of complaints may be provided;
- victims will receive support, the nature of which will be specified within the company if there is not a sufficiently precise agreement on this subject between the social partners applicable to the company.

Actions and sanctions against the perpetrator of acts of harassment

Likewise, after consultation of the staff representatives, the sanctions that the employer may impose in case of harassment will be determined in a clear and transparent manner. If it is determined that there has been harassment, appropriate measures will be taken against the perpetrator or perpetrators. They may include disciplinary action and sanctions that may go as far as dismissal.

Protection of the victim and the witness of acts of harassment

It will be specified that the victim of harassment at work may not be subjected to reprisals as a result of the denunciation of or resistance to harassment, that his/her file will be treated with the utmost discretion and that measures to put an end to harassment cannot be taken to the detriment of the victim.

In addition, no worker or manager may be subject to reprisals for having borne witness to acts of proven harassment at work.

3. Provisions specific to violence at work

Definition

Workplace violence occurs where a worker or a manager is assaulted by one or more deliberate acts of others that have the purpose or effect of damaging their physical or mental integrity. The violence can emanate from people in the company or outside it. It can take the form of a single act of a certain gravity or several acts of the same nature or a different nature.

Prevention of violence at work

Prohibition of acts of violence at work

With regard to the violence that may emanate from persons within the company, the employer will indicate, in consultation with the staff representatives, if necessary by means of reference thereto in the internal rules, that it does not tolerate any form of violence within the company. The employer will point out that it is the responsibility of each worker and manager to ensure that such acts of violence do not occur in the workplace.

Raising awareness of workers and managers

The employer will, in consultation with the staff representatives, ensure that workers and managers are made aware of this issue by the various internal communication channels available. This awareness raising will focus on the definition of violence, how it is managed within the company and the sanctions against the perpetrator or perpetrators of violence.

Preventative measures

As part of the prevention policy, the employer will determine, in consultation with the staff representatives, the measures to be taken to protect workers and managers against violence at work.

Preventative measures may be laid down in whole or in part by agreements between the social partners. If laid down by an agreement at sectoral level, each company will be responsible for implementing these measures unless it has its own measures equivalent to the provisions of the Agreement.

These measures, which must be adapted to the nature of the activities and the size of the company, may include:

- drawing up a risk plan taking into account the specificities of the activity of the company;
- the physical arrangements of the workplaces appropriate to the company's risks in order to prevent violence at work emanating from persons external to the company;
- information and training of workers and managers on the policy of prevention and protection against violence at work;
- the identification of a competent contact person for prevention and protection against violence at work;
- the definition of the means and procedures available to victims for obtaining help.

Internal assessment in the event of the occurrence of acts of violence

In the event of violence against workers and/or managers, the employer will carry out an internal assessment that will examine the effectiveness of preventative measures as well as the possible implementation of new preventive measures to be taken, in particular with regard to the organisation of the company, the revision of the procedures applied in case of violence and the information of the workers. This assessment and subsequent reassessments will be carried out in consultation with the staff representatives.

Management of acts of violence

Development of a procedure for managing acts of violence

The employer will implement, in consultation with the staff representatives, a procedure for dealing with violence issues, based on internal evaluation and subsequent reassessments of violence within the company.

The management procedure may be laid down in whole or in part by agreements between the social partners. If it is laid down by an agreement at sectoral level, each company will be responsible for implementing this procedure, unless it has its own procedure equivalent to the provisions of the Agreement.

The procedure will be based in particular on the following considerations:

- the parties will act with all necessary discretion in order to protect the dignity and privacy of each person;
- no information will be disclosed to parties not involved in the case;
- complaints will be examined without delay and processed within a reasonable time;
- each party must be heard as soon as possible and will have the right to be assisted by a staff representative during the interview;
- each complaint will be treated impartially;
- each complaint must be supported by detailed information;
- false accusations will not be tolerated and may lead to disciplinary action or even sanctions that may go as far as dismissal;
- external assistance for the analysis and handling of complaints may be provided;
- victims will receive support, the nature of which will be specified within the company if there is not a sufficiently precise agreement on this subject between the social partners applicable to the company.

Actions and sanctions against the perpetrator

Likewise, after consultation of the staff representatives, the sanctions that the employer may impose in case of violence will be determined in a clear and transparent manner. If it is established that there has been violence, appropriate measures will be taken against the perpetrator or perpetrators. They may include disciplinary action and sanctions that may go as far as dismissal.

Protection of the victim and the witness of acts of violence

It will be specified that the victim of violence at work will not be subjected to reprisals as a result of the denunciation of or resistance to an act of violence, that his/her case will be treated with the utmost discretion and that measures to end the violence cannot be taken to the detriment of the victim.

In addition, no worker or manager may be subjected to reprisals for having borne witness to acts of proven violence at work.

4. Final provisions

The signatories agree that this Agreement will be evaluated after a period of five years from the date of its signature at the request of one of them and may be subject to subsequent revision.

The signatories further agree that the imposition of unnecessary burdens on small and medium-sized enterprises should be avoided when implementing this Agreement.

Finally, the signatories agree that this Agreement shall not affect the right of the social partners to conclude at the appropriate level agreements specifying this Agreement and taking into account the specific needs of the parties concerned.

* * *

APPENDIX V

AGREEMENT
OF 20 OCTOBER 2020
ON THE LEGAL REGIME FOR TELEWORKING

UNION DES ENTREPRISES
LUXEMBOURGEOISES

The UNION DES ENTREPRISES LUXEMBOURGEOISES, abbreviated to UEL

having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

duly mandated for the purposes of this Agreement by

the Association des Banques et Banquiers, Luxembourg (ABBL), having its registered office at L–1468 Luxembourg, 12, rue Erasme,

the Association des Compagnies d'Assurances et de Réassurances (ACA), having its registered office at L–1468 Luxembourg, 12, rue Erasme,

the Confédération Luxembourgeoise du Commerce (clc), having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

the Fédération des Artisans, having its registered office at L–1347 Luxembourg, 2, circuit de la Foire Internationale,

the FEDIL, The Voice of Luxembourg's Industry, having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

the Fédération Nationale des Hôteliers, Restaurateurs et Cafetiers (HORESCA), having its registered office at L–1615 Luxembourg, 7, rue Alcide de Gasperi,

of the first part,

and

the ONOFHÄNGEGE GEWERKSCHAFTSBOND LËTZEBUERG, abbreviated to OGBL, having its registered office at L–4170 Esch/Alzette, 60, Boulevard Kennedy

and

the LËTZEBUERGER CHRËSCHTLECHE GEWERKSCHAFTS-BOND, abbreviated to LCGB, having its registered office at L–1351 Luxembourg, 11, rue du Commerce

of the second part,

have concluded this Agreement:

AGREEMENT

ON THE LEGAL REGIME FOR TELEWORKING

Whereas, in the first place, the social partners with interprofessional representativity at European level, namely BusinessEurope, UEAPME (now SMEunited), CEEP and ETUC, signed on the basis of Article 155 of the 2009 Treaty on the Functioning of the European Union (formerly Article 139 of the 2002 Treaty establishing the European Community) a framework agreement on teleworking on 11 July 2002; whereas the signatory organisations have undertaken to implement this agreement in accordance with the procedures and practices of the social partners in the Member States; whereas, next, the social partners at national level, namely the OGBL and the LCGB, on the one hand, and the UEL, on the other hand, concluded an agreement on the legal regime for teleworking on 21 February 2006 in order to implement the European framework agreement; whereas this agreement was declared to be a general obligation by Grand-Ducal Regulation of 13 October 2006; whereas this agreement was then renewed and declared to be a general obligation on two occasions by Grand-Ducal Regulation of 1 March 2012 and by Grand-Ducal Regulation of 15 March 2016;

Whereas, despite the unchanged international legal context which is such as to limit the use of teleworking by frontier employees owing to international tax treaties on double taxation and Community provisions on the coordination of social security systems, teleworking is the subject of ever-increasing interest on the part of employees and companies; whereas, accordingly, the social partners at national level consider it appropriate to modernise the said agreement in order to adapt it to the challenges of digitalisation and to provide a framework for both regular and occasional teleworking; whereas the application of the present agreement ceases at the time of the entry into force of the new agreement declared to be a general obligation;

the signatory parties have concluded the present agreement:

Sole Article

The signatory parties agree to request the general declaration of the agreement which is annexed hereto to form an integral part thereof for the entire period covered by this agreement.

The signatory parties agree to link the validity of this agreement to its declaration of general obligation.

This agreement is entered into for a limited period of 3 years as from its entry into force.

This agreement may be terminated, in whole or in part, by giving three months' notice prior to its expiry date.

A copy of the notice of termination shall be sent without delay to the Labour and Mines Inspectorate, which shall send a copy to the Minister responsible for labour.

The terminated agreement shall cease to have effect as soon as a new agreement comes into force and at the latest at the end of the notice period.

If this agreement has not been terminated within the period and in the form prescribed in paragraph 4, it shall be renewed as an agreement for an indefinite period. Thereafter, it may only be terminated, in whole or in part, by giving three months' notice. A copy of such notice of termination shall be sent without delay to the Labour and Mines Inspectorate, which shall send a copy to the Minister responsible for labour.

This agreement is drawn up in four copies, signed in Luxembourg on 20 October 2020.

OGBL represented by Nora Back, President LCGB, represented by Patrick Dury, National President
UEL represented by Nicolas Buck, President

AGREEMENT OF 20 OCTOBER 2020

ON THE LEGAL REGIME FOR TELEWORKING

Preamble: guiding principles

Teleworking constitutes a particular form of work organisation, which is governed by the provisions of the Labour Code as well as by the stipulations of this agreement.

Teleworkers shall enjoy all the rights recognised by social legislation, by the applicable collective labour agreements, as well as by the company's internal rules (extra-legal benefits).

Without prejudice to the provisions of this agreement, employees must not suffer any discrimination by reason of their status as teleworkers.

1. Definition of teleworking

For the purposes of this agreement, teleworking is a form of organisation or performance of work, generally using information and communication technologies, with the result that work which would normally have been carried out on the employer's premises is carried out away from those premises.

For the purposes of this agreement, a teleworker is a person who teleworks in accordance with the above definition.

For the purposes of this agreement, telework is considered occasional when telework is carried out in order to deal with unforeseen events or when telework represents less than an average of ten per cent of the teleworker's normal annual working time.

Telework is considered regular in other cases.

The reference period is the calendar year.

2. Scope of application

The scope of application of this agreement covers employees covered by the Labour Code, excluding those with a public-law or similar status.

In particular, the following should be excluded from the scope of application of this agreement

- secondment abroad;
- the transport sector in the broad sense (excluding administration);
- sales representatives;
- co-working spaces, in the sense that the work is carried out in a satellite office of the company;
- smart-working, in the sense of occasional interventions by smartphone or laptop outside the usual workplace or teleworking location;
- all services provided outside the company to customers.

3. Voluntary nature of teleworking

The employee and the employer are free to choose the formula of teleworking, taking into account any provisions in force in the sector or company concerned, either at the start of the employee's employment or later.

An employee's refusal of an employer's offer to telework does not in itself constitute a ground for termination of the employment contract. Nor can refusal justify recourse to Article L. 121-7 of the Labour Code in order to impose this form of work.

4. Role of the staff delegation and the specific optional regime for teleworking

The staff delegation shall be regularly informed about the number of teleworkers and its evolution within the company. The procedures for the transmission of information are to be decided within the company.

In compliance with this agreement, specific teleworking arrangements, adapted to the particular situation of the company or sector, may be defined at the level of the company or sector in question as regards, for example, the categories of employees excluded from teleworking, the places or types of places authorised,

the rules on health and safety at work, the rules on the protection of personal data and the contact persons for teleworking.

The specific arrangement may be defined in particular by means of a collective labour agreement or a subordinate agreement. In compliance with the provisions of the collective agreement or the subordinate agreement, if any, or in the absence of such provisions, the specific teleworking arrangement may also be defined at the level of the company, in compliance with the competences of the staff delegation, if any.

Where there is a staff delegation, the introduction and modification of the specific teleworking arrangement shall be effected after informing and consulting the staff delegation within the meaning of Article L. 414-1 of the Labour Code or by mutual agreement between the employer and the staff delegation in companies with at least 150 employees within the meaning of Article L. 414-9 of the Labour Code.

5. Agreement between the employee and the employer

Where teleworking is occasional, the employer shall provide the employee authorised to telework with written confirmation.

Where teleworking is regular, the following elements shall be defined by mutual agreement in writing between the employer and the employee:

- the place of the teleworking or the procedures for determining that place;
- the hours and days of the week during which the teleworker teleworks and must be capable of being contacted by the employer or the procedures for determining these periods;
- the rules on any compensation in terms of benefits in kind under point 6 of this agreement;
- the monthly lump sum for connection and communication costs in accordance with point 8 of this agreement;
- the procedures for switching to or resuming the classic work formula in accordance with point 13 of the agreement.

These elements may also be defined within the framework of the specific teleworking arrangement provided for in point 4, if any.

6. Equal treatment

Teleworkers shall have the same rights and shall be subject to the same obligations under the applicable legislation and collective agreements as comparable workers on the premises of the company.

The principle of equal treatment between teleworkers and regular workers must be respected, in particular as regards employment conditions, working time, remuneration conditions, conditions for and access to promotion, collective and individual access to continuing vocational training, respect for privacy and the processing of personal data for monitoring purposes within the framework of employment relations. The teleworker shall also receive, in the same way and at the same rate as the other employees of the company, the current information which the employer, or even the staff delegation, circulates in the company.

However, different treatment of teleworkers may be justified on objective grounds, without prejudicing for all that the principles of non-discrimination and equal treatment.

When regular teleworking implies a loss for the teleworker of a benefit in kind to which he would normally be entitled, it is up to the parties concerned to define a compensation which may be specific but must respect the principle of non-discrimination.

For the time spent teleworking, the teleworker is however not entitled to compensation when the benefit in kind is closely linked to his presence in the company, such as access to a parking space, a canteen or a gym on the company's premises.

7. Data protection

It is the responsibility of the employer to take the measures required by law and by the European Union's General Data Protection Regulation to ensure the protection of data, including personal data, used and processed by the teleworker for professional purposes.

The employer is obliged to inform the teleworker about data protection and to train him to the extent necessary.

The information and training shall include all relevant legislation and rules of the company on data protection.

The employer shall inform the teleworker in particular of

- any restrictions on the use of IT equipment or tools such as the Internet, e-mail or mobile telephones;
- the sanctions in case of non-compliance.

It is the teleworker's responsibility to comply with these rules.

8. Work equipment

Where the teleworking is regular, the employer shall provide the work equipment necessary for teleworking and cover the costs directly incurred by the teleworking, in particular those related to communications. This may take the form of a monthly lump sum, to be agreed in writing between the employer and the employee.

If necessary, the teleworker may request an appropriate technical support service. The employer shall assume responsibility, without prejudice to Article L. 121-9 of the Labour Code, for the costs related to the loss or damage of equipment and data used by the teleworker.

In case of breakdown or malfunctioning of the work equipment, the teleworker must immediately notify the company in such manner as the company determines.

The teleworker shall take care of the equipment entrusted to him.

9. Health and safety

The employer must inform the teleworker of the company's occupational health and safety policy.

The teleworker shall apply these occupational health and safety policies correctly.

The teleworker is entitled to request an inspection visit from the company's occupational health service, the company's health and safety representative or the labour and mining inspectorate.

10. Organisation of the work

The organisation of working time follows the rules applicable within the company. The teleworker's workload and performance criteria shall be equivalent to those of comparable workers on the employer's premises.

The parties must agree on arrangements governing the provision of overtime, which shall be aligned as far as possible with the company's internal procedures. The employer shall ensure that the exceptional nature of overtime is also strictly respected for teleworkers. Any provisions on the right to disconnect applicable to a regular worker shall also apply to the teleworker.

The employer shall ensure that measures are taken to prevent the teleworker from being isolated from other workers in the company, by giving him the possibility regularly to meet colleagues and to have access to information of the company.

11. Training

The teleworker shall have the same access to training and career development opportunities as comparable workers working on the employer's premises and shall be subject to the same evaluation policies as these other workers.

The teleworker shall receive, upon request, appropriate training targeted at the technical equipment available to him and the characteristics of this form of work organisation.

The teleworker's line manager and direct colleagues may also need training in this form of work and its management.

12. Collective rights

The teleworker shall have the same collective rights as workers on the company's premises.

Accordingly, he shall

- have the right to communicate by any appropriate means of communication with the company's staff representatives;
- be subject to the same conditions for taking part and standing for election in elections for staff delegations;
- be included in the calculations determining the necessary thresholds for employee representation bodies.

13. Switching to or resumption of the classical work formula

The teleworker or the employer can request to be switched or to resume regular work at any time. When teleworking is regular, the procedures for the switch to or the resumption of regular work are to be agreed upon in writing between the employer and the employee at the time the employee starts teleworking.

14. Amending provisions

The signatory parties to this agreement also ask the legislator to amend the existing texts concerning this type of work, namely

- Article L. 414-3 (1) of the Labour Code to add among the points listed: "to give its opinion on the introduction or modification of a specific teleworking arrangement at the level of the company",
- Article L. 414-9 of the Labour Code to add a point 8: "the introduction or modification of a specific teleworking arrangement at the level of the company",

as well as

- the provisions of the Labour Code concerning the safety and health of workers at work,
- the provisions of the Labour Code concerning occupational health services,
- the Grand Ducal Regulation of 4 November 1994 concerning the minimum safety and health requirements for the use of work equipment by workers at work,
- the provisions of the Labour Code concerning staff delegations relating to the safety delegate

which texts must be adapted to this type of work.

The Grand-Ducal Regulation of 22 January 2021, published in the Mémorial A n°76 of 29 January 2021, declared the convention of 20 October 2020 on the legal regime for telework to be a general obligation.

Done in five copies in Luxembourg on 4 June 2024

On behalf of ALEBA
represented by
Mr Roberto MENDOLIA
Chairman and
Mr Roland CHRISTNACH
Treasurer

On behalf of ACA
represented by
Mr Marc HENGEN
Managing Director

On behalf of the Onofhängege Gewerkschaftsbond Letzebuerg, (OGB-L)
represented by
Ms Sylvie REUTER
Central Secretary of the financial sector union

On behalf of ACA
represented by
Mr Christian STRASSER
President of ACA

On behalf of the Lëtzebuerger Chrëschtleche Gewerkschafts-Bond (LCGB-SESF)
represented by
Ms Maria-Helena MACEDO
Union secretary