



**ASSOCIATION DES BANQUES ET BANQUIERS LUXEMBOURG**



# **COLLECTIVE BARGAINING AGREEMENT**

## **FOR BANK EMPLOYEES**

**2010**

This text is a translation of the French version.  
In case of any divergence between the French text and the English text, the French text shall prevail.

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This agreement is hereby concluded between:

1. The Luxembourg Bankers' Association with registered office in Luxembourg, acting for and on behalf of its members as listed below:

ABN AMRO Bank (Luxembourg) S.A.  
Avanzia Bank S.A.  
Argentabank Luxembourg S.A.  
Banca popolare dell'Emilia Romagna (Europe) International S.A.  
Banco Bradesco Luxembourg S.A.  
Banco di Brescia S.p.A., Luxembourg Branch  
Banco Itaú Europa Luxembourg S.A.  
Banco Popolare Luxembourg S.A.  
Bank Leumi (Luxembourg) S.A.  
Bank of China (Luxembourg) S.A.  
Banque BCP S.A.  
Banque Carnegie Luxembourg S.A.  
Banque de Commerce et de Placements S.A., Luxembourg Branch  
Banque de Luxembourg  
Banque Degroof Luxembourg S.A.  
Banque Delen Luxembourg  
Banque Hapoalim (Luxembourg) S.A.  
Banque Havilland S.A.  
Banque Invik S.A.  
Banque LBLux S.A.  
Banque Privée Edmond de Rothschild Europe  
Banque Puilaetco Dewaay Luxembourg S.A.  
Banque Raiffeisen  
Banque Safra-Luxembourg S.A.  
Banque Transatlantique Luxembourg S.A.  
BGL BNP Paribas  
BHF-BANK International S.A.  
BNP Paribas Luxembourg  
BNP Paribas Securities Services, Luxembourg Branch  
BNP Paribas, Luxembourg Branch  
Bourse de Luxembourg  
Brown Brothers Harriman (Luxembourg) S.C.A.  
BSI Luxembourg S.A.  
CACEIS Bank Luxembourg  
Caixa Geral de Depósitos, Succursale de Luxembourg  
Citco Bank Nederland N.V., Luxembourg Branch  
Citibank International plc, Luxembourg Branch  
Clearstream Banking  
Commerzbank International S.A.  
Compagnie de Banque Privée  
Cornèr Banque (Luxembourg) S.A.  
Credem International (Lux) S.A.  
Crédit Agricole Luxembourg Private Bank  
Credit Suisse (Luxembourg) S.A.  
Danske Bank International S.A.  
DekaBank Deutsche Girozentrale Luxembourg S.A.  
DekaBank Deutsche Girozentrale, Succursale de Luxembourg  
Deutsche Bank Luxembourg S.A.  
Deutsche Postbank International S.A.  
Dexia Banque Internationale à Luxembourg S.A.  
Dexia LdG Banque S.A.  
DnB NOR Luxembourg S.A.  
Dresdner Bank Luxembourg S.A.  
DZ BANK International S.A.  
East-West United Bank S.A.  
EFG Bank (Luxembourg) S.A.  
Erste Europäische Pfandbrief- und Kommunalkreditbank A.G.  
Eurobank EFG Private Bank Luxembourg S.A.  
EUROHYPO Europäische Hypothekenbank S.A.  
Fideuram Bank (Luxembourg) S.A.  
Frankfurter Volksbank International S.A.

Freie Internationale Sparkasse S.A.  
Garanti Bank Luxembourg Branch  
Hauck & Aufhäuser Banquiers Luxembourg S.A.  
HSBC Private Bank (Luxembourg) S.A.  
HSBC Securities Services (Luxembourg) S.A.  
HSBC Trinkaus & Burkhardt (International) S.A.  
HSH Nordbank AG, Luxembourg Branch  
HSH Nordbank Securities S.A.  
Hypo Pfandbrief Bank International S.A.  
IKB International S.A.  
Industrial and Commercial Bank of China Luxembourg S.A.  
ING Luxembourg S.A.  
Internaxx Bank S.A.  
J.P. Morgan Bank Luxembourg S.A.  
John Deere Bank S.A.  
KBL European Private Bankers S.A.  
Landesbank Berlin International S.A.  
LBBW Luxemburg S.A.  
Lloyds TSB Bank plc, Luxembourg Branch  
M.M.Warburg & CO Luxembourg S.A.  
Mediobanca International (Luxembourg) S.A.  
Mitsubishi UFJ Global Custody S.A.  
Mizuho Trust & Banking (Luxembourg) S.A.  
Natixis Luxembourg S.A.  
Natixis Private Banking International  
Nikko Bank (Luxembourg) S.A.  
Nomura Bank (Luxembourg) S.A.  
Nord Europe Private Bank  
NORD/LB Covered Finance Bank S.A.  
Norddeutsche Landesbank Luxembourg S.A.  
Nordea Bank S.A.  
PayPal (Europe) S.à.r.l. et Cie, S.C.A.  
Pictet & Cie (Europe) S.A.  
RBC Dexia Investor Services Bank S.A.  
Sal. Oppenheim jr. & Cie. S.C.A.  
Sanpaolo Bank S.A.  
Sella Bank Luxembourg S.A.  
Skandinaviska Enskilda Banken S.A.  
Société Européenne de Banque S.A.  
Société Générale Bank & Trust  
State Street Bank GmbH, Zweigniederlassung Luxemburg  
State Street Bank Luxembourg S.A.  
Sumitomo Trust and Banking (Luxembourg) S.A.  
Svenska Handelsbanken AB (Publ), Luxembourg Branch  
Svenska Handelsbanken S.A.  
Swedbank S.A.  
The Bank of New York Mellon (International) Ltd., Luxembourg Branch  
The Bank of New York Mellon (Luxembourg) S.A.  
UBI Banca International S.A.  
UBS (Luxembourg) S.A.  
UniCredit International Bank (Luxembourg) S.A.  
UniCredit Luxembourg S.A.  
Union Bancaire Privée (Luxembourg) S.A.  
Union Bancaire Privée, Succursale de Luxembourg  
Van Lanschot Bankiers (Luxembourg) S.A.  
VP Bank (Luxembourg) S.A.  
WestLB International S.A.  
WGZ BANK Luxembourg S.A.

represented by:

Mr Jean MEYER  
Chairman  
duly empowered for this purpose,

party of the first part

and

2. The ALEBA,

represented by

Mr. Marc GLESENER  
President  
duly empowered for this purpose

and

3. The Onofhängege Gewerkschaftsbond Lëtzebuerg (OGB-L),

represented by

Ms Véronique EISCHEN  
Secrétaire centrale  
duly empowered for this purpose

and

4. The Lëtzebuenger Chrëschtleche Gewerkschafts-Bond – Syndicat des Employés du Secteur Financier (LCGB-SESF),

represented by

Mr. Vincent JACQUET  
Secrétaire syndical  
duly empowered for this purpose

parties of the second part.

## **Art. 1. - Area of application**

This agreement governs relations and general working conditions between the members of the Luxembourg Bankers' Association listed above<sup>1</sup> and their employees working on a permanent basis in the Grand Duchy of Luxembourg, with the exception of

- a) employees belonging to the higher categories referred to in Art. L. 162-8 of the Labour Code. Notwithstanding the law, holders of procuration are classified in the higher category. For the purposes of this heading, the term "Senior Executives" denotes employees whose salary is significantly higher than that of the employees covered by the collective agreement or based on a different scale, having regard to the time needed to perform the duties if this salary is the counterpart consideration for the exercise of a genuine and effective management authority or if the nature of the tasks comprises a clearly defined authority, substantial independence for the purpose of the organisation of work and considerable freedom to determine working hours and, in particular, the absence of constraints governing working hours.
- b) Bank apprentices whose status is governed<sup>1</sup> by Art. L. 111-1 et seq of the Labour Code.

## **Art. 2. - Duration - Notice of termination**

This agreement is concluded for a term of one year, i.e. for the period running from 1 January 2010 to 31 December 2010.

The agreement may be terminated by either party by the means of a registered letter sent at the earliest three months before its expiry. Termination pursuant to the foregoing paragraph is regarded as a request for negotiations to be opened within the meaning of Art. L. 162-2. The party who gives notice to terminate the agreement must attach to its letter of termination the draft text of an agreement on the points which are to be reviewed.

The agreement which has been terminated shall cease to be effective from the date of entry into force of a new agreement or from the time at which the failure of the negotiations is established by a report that conciliation was impossible, pursuant to the provisions of Art. L. 164-5.

## **Art. 3. - Recruitment**

The contract of employment between the employer and the employee, whether on a temporary or permanent basis, must be set out in writing.

The contract of employment must be drawn up in duplicate with the first copy for the employer and the second for the employee. In addition to the provisions of Art. L. 121-4 (2) of the Labour Code, it must specify:

- a) - for persons joining the service of a bank for the first time:  
their duty group;

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<sup>1</sup> belonging to Sections 1 and 2 as defined by the internal regulation of the ABBL, together with the Société de la Bourse de Luxembourg S.A.

- for persons moving to a different employer in the banking sector:

their duty group and basic salary as defined by article 23. resulting from the application of this agreement which will be retained by the employee if his or her duties remain identical;

- b) such provisions as may have been agreed between the parties by way of derogation or addition.

\* \* \*

On joining the establishment, every person who is recruited shall:

- receive a copy of the currently valid collective agreement (either in electronic form or, failing this, as a hardcopy);
- be advised of his or her rights and duties;
- shall be informed of the working procedures of the staff delegation in principle by the latter.

The chairman of the staff representation shall receive a list of the persons who have been recruited within seven days, indicating the departments to which they have been assigned.

Every employee recruited by a bank must take a medical examination on recruitment, pursuant to the provisions of the Art. L. 326-1 of the Labour Code. The health service in the financial sector is the Association for Occupational Health in the Financial Sector (ASTF).

**Art. 4. - Trial period**

The trial period is governed by Art. L. 121-5 and L. 122-11 of the Labour Code.

These articles are set out in Annex III.

**Art. 5. - Cessation of the contract**

- 1) The contract of employment shall be terminated or cancelled in compliance with the currently valid statutory provisions. The statutory periods of notice shall be as follows:
  - when notice is given to the employee:

period of notice	years of service
2 months	< 5 years of service
4 months	≥ 5 and < 10 years of service
6 months	≥ 10 years of service

- when notice is given to the employer:

<b>period of notice</b>	<b>years of service</b>
1 months	< 5 years of service
2 months	≥ 5 and < 10 years of service
3 months	≥ 10 years of service

Pursuant to Art. L. 124-7 of the Labour Code, an employee who benefits from a permanent contract and is dismissed by the employer, without the latter being authorized to do so by Art. L. 124-10 of said code, shall be entitled to a severance allowance equal to:

<b>monthly payments</b>	<b>years of service</b>
1 monthly payment	after 5 years
2 monthly payments	after 10 years
3 monthly payments	after 15 years
6 monthly payments	after 20 years
9 monthly payments	after 25 years
12 monthly payments	after 30 years

An employer who has terminated a definitive contract of employment shall notify the staff representation thereof without delay.

- 2) In case of rationalization, restructuring or cessation of activity, the periods of statutory notice shall be increased to:

<b>period of notice</b>	<b>years of service</b>
4 months	< 5 years of service
8 months	≥ 5 and < 10 years of service
12 months	≥ 10 years of service

The statutory severance allowance stipulated in Art. L. 124-7 of the Labour Code will be increased in that case to:

<b>monthly payments</b>	<b>years of service</b>
1 monthly payment	after 1 year
2 monthly payments	after 8 years
3 monthly payments	after 13 years
6 monthly payments	after 18 years
9 monthly payments	after 23 years
12 monthly payments	after 28 years

The provisions of this paragraph may be amended by an agreement reached within the Joint Committee between the signatories of the present agreement.

- 3) If any change occurs in the employer's legal situation, in particular by succession, sale, amalgamation, conversion of capital resources, conversion into company form, all the contracts of employment which are in force on the date of such change shall continue to run between the new employer and the personnel of the companies concerned; compliance with Art. L. 127-1 et seq of the Labour Code.



During the first two years following the aforementioned change, no cancellation on grounds of reorganization or rationalization and no modification to the employment contract may be effected to the detriment of employees in the sense of the dispositions of Art. L. 127-7 of the Labour Code, unless the staff representation has given its agreement.

- 4) By derogation from Art. L. 124-2 (1), first subparagraph, the procedure for the preliminary interview shall apply to every employer who regularly employs not less than 100 persons.

Similarly, by derogation from Art. L. 124-2 (1) third subparagraph, the date of the preliminary interview may be fixed no earlier than on the fourth working day following that on which the registered letter was dispatched or the letter handed over against receipt, as stipulated in subparagraph 1 of this paragraph.

This derogation in favour of the employees concerned cannot invalidate any other provision relating to the termination of the employment contract, nor in particular the provisions of Art. L. 121-6 (4) stipulating that the presentation of the certificate of incapacity from work made after receipt of the letter inviting the person concerned to attend the preliminary interview in no way affects the validity of the dismissal procedure which has been opened.

## **Art. 6. - Working hours**

The weekly working hours of a full-time employee shall be 40, spread in principle over 5 working days.

The 40 weekly working hours may, however, be spread over 4 or 6 days. Hours worked on Saturdays are governed by Article 8.

## **Art. 7. - Working time**

### **I. Fixed working time**

Without prejudice to the provisions of Article 6 above, the working time is 8 hours daily and 40 hours weekly.

The working timetable is adopted after consulting the staff delegation.

### **II. Flexible working time**

However, the banks may introduce, for all or part of their establishment, more flexible working time arrangements according to the procedures defined in II below. These procedures shall be applicable *mutatis mutandis* to employees with a part-time contract.

#### **A. Half-yearly reference period**

Unless the banks adopt a shorter reference period, after negotiation with the staff delegation, the reference period is fixed at six months. Save where otherwise decided by the banks after consultation of the staff delegation, the half-yearly reference periods shall terminate at the end of March and at the end of September.

A report shall be made to the staff delegation on the overall balance of excess hours at the end of the third month of each reference period.

The banking establishments will draw up in good time, but no later than five days before the start of the reference period, a work organization plan which may be replaced by a regulation on the operation of the sliding timetable.

At the end of the period, an individual statement shall be drawn up to identify hours in excess of the average weekly period of 40 hours (credits) and, where applicable, hours falling short of that average (debits).

The regulation on the sliding timetable may stipulate the number of excess working hours, which may be carried forward to the next reference period. The remaining excess hours are to be treated as overtime, provided that these hours have been worked at the request of the employer or of his representative and in compliance with the internal regulations of the banks.

## **B. Sliding timetable**

The sliding timetable is a system of work organization, which enables the individual working hours and timetable to be adapted, while respecting the statutory limits on working time and the interests of the different parties concerned.

Employees shall be free to manage the use of their time within the framework of a sliding timetable according to their own wishes and personal constraints; however, the needs of the service and the justified wishes of other employees must be respected.

The scope of the working hours included in the sliding timetable shall be limited by minimum and maximum figures. The minimum figures shall be determined by each bank and the maximum shall not exceed 10 hours a day or 48 hours a week.

Within the half-yearly reference period daily and weekly working hours therefore only represent average figures corresponding to 40 hours a week, on the assumption that the work is spread over 5 days of 8 hours each.

As the employee is responsible for proper performance of the task entrusted to him, he must also manage, in consultation with the head of service, his own working timetable and therefore compensate working hour surpluses (credits) or deficits (debits) which may arise in a given reference period defined more specifically below.

Compensation shall in principle be determined according to the wishes of the employee in so far as that is compatible with the needs of the service and the justified wishes of other employees of the company.

It shall consist in particular of:

1. hours per day
2. half-days
3. whole days
4. grouped days

The organization of this compensation is designed as far as possible to reduce surpluses and deficits of working hours to zero at the end of the reference period.

The number of debit and credit hours to be carried forward to the next half-yearly reference period and the relevant procedure shall be established within each company by the regulation on flexible working time.

If the credits are structural and repetitive in nature, the desirability of increasing the number of employees will be analyzed by the company.

Working hour debits shall be offset by imputation against rest days.

### **C. Transposition at company level**

The regulation on the sliding timetable which includes the definition of the fixed and flexible time bands, shall be adopted at company level after informing and consulting the staff delegation. The same applies to measures to verify and analyze proper operation of the flexible working hours system. For this purpose, the banks shall set up systems to record working hours, taking due account of the above-mentioned stipulations.

Procedures for the authorization and verification by the hierarchical superiors of hours worked under this system shall also be set up at company level.

**Art. 8. - Overtime work**  
**Qualification of additional hours**  
**Work on Sundays and on public holidays**  
**Night work**  
**Work on Saturdays**

#### **I. Overtime work**

##### **A. Definition**

The performance of any overtime work shall be conditional on the authorizations and procedures laid down in the internal and the statutory provisions.

##### **a) within the framework of fixed working time**

Without prejudice to the provisions of Art. L. 211-18 et seq of the Labour Code, working hours in excess of fixed working time, i.e. any work performed outside the daily and weekly limits of the normal duration of work of 8 hours a day and 40 hours a week, shall, where appropriate, be treated as overtime, provided that they have been put in at the request of the employer or of his representative and in compliance with the internal rules of the banks.

##### **b) within the framework of flexible working time**

Excluding hours due in case of force majeure or unforeseeable events and save of a number of credit hours to be carried forward to the next half-yearly reference period in accordance with the regulation of the sliding timetable within each company, surplus working hours (credits) in excess of the average weekly period of 40 hours at the end of the half-yearly reference period shall be regarded as overtime in so far as reasons of service allowed no possibility of compensation and provided that they have been put in at the request of the employer or of his representative and in compliance with the internal rules of the banks.

The daily and weekly amplitudes of flexible working time being limited to 10 and 48 hours respectively, subject to the currently valid statutory provisions, every hour worked – at the request of the employer or of his representative or pursuant to the banks' own internal rules – over and above these daily and weekly limits shall be regarded as overtime.

## **B. Remuneration of overtime work**

### **a) Definition of the normal hourly salary**

The normal hourly salary is obtained by dividing the basic monthly salary as defined in article 23. of the present agreement, augmented by the household allowance respectively the seniority allowance and one-twelfth of the 13th month, by the flat-rate figure of 173.

### **b) Salary increase in case of overtime work**

An increase of 50% shall be applied to the normal hourly salary in case of cash payment of overtime work.

### **c) Overtime – statutory and/or agreed payments**

Payment for overtime shall be made as follows:

- either by cash payment at the rate of 150%
- by a compensation of paid free time amounting to one hour and a half per one hour overtime; these hours may be converted into rest days to be taken within the year following the statement
- or by a combination of the two above solutions
- or, in the event of a specific imputation defined below, by application of a rate of compensatory time-off amounting to 175%

This specific imputation is reserved for carefully designated particular instances for which both the principle and the implementing procedures may be adopted by the company after informing and consulting the staff delegation. These cases are:

- early retirement of employees at age 50
- enrolment for retraining

In case of daily work superior to 10 hours or weekly work superior to 48 hours, within the limits stipulated in Art. L. 211-5 et seq of the Labour Code, overtime hours which are paid in cash shall be settled together with the salary for the month following that in which the overtime hours were worked.

In case of overtime at the end of the half-yearly reference period hours overtime hours which are paid in cash shall be settled together with the salary of the month following the statement drawn up at the end of the reference period.

## **II. Qualification of additional hours**

### **A. Definition**

Working hours put in at the request of the employer beyond the 45<sup>th</sup> hour of work in a particular week shall be qualified as additional hours and invested in a specific scheme. These are therefore hours between the 46<sup>th</sup> and 48<sup>th</sup> hour inclusive within a weekly period.

Working hours identified in this way nevertheless continue to be taken into account for the calculation of the average working duration in the half-yearly reference period. They are therefore also liable to be compensated during the half-yearly reference period and/or to be taken into account in the statement drawn up at the end of the half-yearly reference period.

**B. *Weekly reference period***

The identification of additional hours is done on a weekly reference period.

**C. *Payment for additional hours***

Working hours in excess of 45 hours in a particular week shall be remunerated with a 25% supplement on the hourly rate. This salary supplement will be settled together with the salary for the month following the relevant statement.

**III. Work on Sundays**

**A. *Principle***

All work on Sundays must be reported to the Labour and Mines Inspectorate (Inspection du Travail et des Mines) pursuant to Art. L. 231-2 of the Labour Code.

**B. *Remuneration***

In respect of each hour worked on a Sunday, the employee shall be entitled to his normal salary plus 70%.

**C. *Compensation***

Hours worked on Sundays may be compensated by time off according to Art. L. 231-7 of the Labour Code

If hours worked on a Sunday are offset by corresponding paid rest during the week, the supplement of 70% alone is payable.

**IV. Work on public holidays**

**A. *The existing public holidays***

**a) *Statutory public holidays***

Employees shall not work on the following statutory public holidays:

New Year's Day  
Easter Monday  
1 May  
Ascension Day  
Whit Monday  
The National Holiday  
Assumption

All Saints' Day  
Christmas Day  
St Stephen's Day

**b) Bank holidays**

In addition to the statutory holidays, the banks will also be closed on the following days which are regarded as bank holidays:

- Good Friday
- and the afternoon of Christmas Eve

The calendar of bank holidays is updated every year.

**B. Remuneration**

**a) statutory public holiday**

In respect of each hour worked on a statutory public holiday, the employee shall be entitled to his normal hourly salary (100%) as defined above, to which is added remuneration for hours effectively worked (100%) plus 100%, i.e. remuneration for hours worked augmented by 200%.

Work performed on a statutory public holiday which falls on a Sunday is paid at the rates stipulated in the current statutory provisions.

**b) bank holiday**

In respect to hours worked on a bank holiday, they shall be treated in the same way as those worked on a Sunday.

**C. Information to the staff delegation**

The staff delegation shall be informed in advance of each hour to be worked on a statutory public holiday.

**V. Night work**

**A. Definition**

Is regarded as night work each hour worked between 10pm and 6am.

**B. Remuneration**

In respect of each hour worked between 10 pm and 6 am, the employee shall be entitled to his normal hourly salary as defined above, plus 30%.

**VI. Saturday work**

In cases where, for reasons of work organization, the bank employee is asked by his hierarchical superior to work on a Saturday, these hours will be multiplied by a factor of 1.25 to determine the number of hours to be used for the computation of overall working time.

If application of the coefficient of 1.25 causes the number of hours worked to exceed 10 hours a day or 48 hours a week, or an average of 40 hours a week at the end of the reference period, the excess hours will be regarded as overtime.

If the consequence is to cause the number of working hours to be more than 45 hours a week, the excess hours will be regarded as supplementary hours.

However, this regime does not apply to employees whose work on Saturdays falls within the normal and regular contractual organisation of their work during a 40 hour week spread over 5 working days. However, rights legally acquired at the time of entry into force of this agreement shall not be called into question.

Employees who are occasionally required to work on a Saturday, in particular to handle exceptional workloads, where these hours are added to the normal duration of work and cannot be compensated, will immediately benefit, i.e. at the latest together with the salary for the month following that in which work was performed on a Saturday, from the payment for the hours worked and the supplements for overtime (100% + 50%), without application of the coefficient of 1.25.

Employees will of course only benefit from this latter provision in cases where the work is performed on Saturday at the express request of the employer.

## VII. Cumulative payment for overtime work, work on Sundays and public holidays and night work<sup>2</sup>

### Table of increases

	Normal hourly salary	Increase	Accumulation
Overtime work	100%	50%	150%
Work on Sundays	100%	70%	170%
Work on public holidays	100%	200%	300%
Work on bank holidays	100%	70%	170%
Night work (10 p.m. to 6 a.m.)	100%	30%	130%

The increases stipulated for overtime work, night work, work on a Sunday and public holiday, shall be paid on a cumulative basis.

#### *Example 1*

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

Normal hour	Overtime hour	Night work
100%	+ 50%	+ 30%
i.e. a rate of	180%	
or an increase of	80%	

<sup>2</sup> By way of example and on the basis of a 50% increase.

*Example II*

An hour of overtime worked at night on a public holiday is payable as follows:

Normal hour	100%
Supplement for overtime work	+ 50%
Supplement for work on a statutory public holiday	+ 200%
Supplement for night work	+ 30%
i.e. a rate of	380%
or an increase of	280%

**Art. 9. - Standby service**

Any employee who is obliged to place himself at the disposal of the business outside the normal daily working hours shall be entitled to compensation as stipulated in the internal regulation of the business concerned and/or in his individual employment contract.

**Art. 10. - Work at a visual display screen  
Work without natural light**

*I. Work at a visual display screen*

The employer undertakes to respect the provisions of the Grand Ducal Regulation of 4 November 1994 on the minimum occupational safety and health rules for work at visual display screens.

Any person permanently assigned to duties which are confined to data inputting and/or encoding at a visual display screen shall be:

- a) entitled to undergo an eye test once a year at no cost to the employee;
- b) allowed 15 minutes rest for each continuous period of four hours' work at the screen.

These rest periods cannot be aggregated or carried forward. They are to be arranged as follows by the employer:

- 1) The 15 minutes rest must be taken during the 3<sup>rd</sup> hour of service in each data inputting period of 4 hours. The head of department responsible shall decide whether a general break is to be taken or a break arranged by sections of the department. In the event of a breakdown of the computer system for 15 minutes or more between the end of the second hour and/or during the third hour of data inputting, the rest period shall not be allowed. Similarly, it shall not be due if the employee is authorized to leave the place of work during the same period.
- 2) In case of urgent work and at the request of a senior employee, the break may be interrupted or carried forward in part until a later time on the same day.
- 3) During the break, employees may not leave the bank: the employee shall not disturb the work of other colleagues in the same department or in other departments (decision of 7 January 1986 by the Joint Committee).



## **II. Work without natural light**

Employees working in an office without natural light, benefit from a weekly reduction of the working time of one hour. From the age of 50, the weekly reduction of the working time is two hours.

Employees who so request for health reasons shall be exempted from work in an office without natural light, provided that the customary medical justification is produced or, if necessary, a medical examination performed by the employee's general practitioner and a doctor from the ASTF.

### **Art. 11. - Security measures**

All employees shall benefit from adequate protection against attacks.

For this purpose, reference is made to the currently valid protocol of agreement.

For the transport of funds, the employers undertake to make exclusive use of specialized companies acting within the framework of the law of 12 November 2002 on private security and surveillance activities.

The banks shall take out an insurance policy covering their personnel in the event of death or invalidity resulting from an attack suffered in their capacity as an employee in the service of the bank.

The sums payable shall be as follows:

- |  |                                    |
|--|------------------------------------|
| - in the event of death                        | 20.000 Euro (index 100)            |
| - in the event of total permanent disability   | 40.000 Euro (index 100)            |
| - in the event of partial permanent disability | digressive scale, depending on the |
| degree of                                      | disability established             |

The Association for Occupational Health in the Financial Sector (ASTF) provides medical and psychological follow-up for employees who suffer trauma following a hold-up.

### **Art. 12. - Annual leave**

All employees shall be entitled to paid recreational leave in conformity with the provisions of the Labour Code (*Art. L. 233-1 – Art. L. 233-20 and Art. L. 251-1 – Art. L. 254-1*).

Duration of the annual leave:

- 25 days for employees aged less than 50;
- 27 days for employees aged between 50 and 54 (application: year in which birthday occurs);
- 28 days for employees aged 55 or more (application: year in which birthday occurs).

Employees who can justify that their professional career dates back for 25 years will benefit from an extra day of leave (26 days) on presentation of supporting documents.

This day's leave cannot be accumulated with the days of age-related leave.

By way of example, an employee aged 47, who has 25 years professional seniority during the year 2010 will benefit from an extra day (26 days) beginning from that same year. As from the year in which his 50<sup>th</sup> birthday occurs, his leave will be increased to 2 days (27 days).

Applications for leave must be authorized within one month.

The leave must be taken continuously on a single occasion, unless the needs of the service or the justified wishes of the employee require it to be split, in which case one period of leave, taken at the employee's own wish, must amount to not less than 12 successive working days.

The leave may be taken in whole days and in half-days (4 hours). The specific procedures shall be decided within each company.

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

If the leave has to be postponed for imperative reasons of service, the employer would cover the costs accruing to the employee by reason of the fact that he or she has been obliged to make such change.

In the first year of service, leave is due on the basis of one-twelfth per full month of service. Parts of a month worked which are longer than fifteen calendar days shall be counted as a full working month. Fractions of a day's leave which exceed one-half shall be regarded as whole days.

When the contract of employment ends in the course of the year, the employee shall be entitled to one-twelfth of his annual leave for each whole month worked without prejudice to the statutory or agreed provisions relating to the notice of termination of employment. Fractions of a month worked in excess of fifteen calendar days shall be treated as a full working month.

An employee who changes employer in the course of the month, and who would thus lose the recreational leave days for that month, would be entitled to these leave days from his new employer, provided that both employers concerned are bound by the present collective agreement.

The maternity leave stipulated in Art. L. 311-1 et seq of the Labour Code shall not deprive women, of the full benefit from paid annual leave for the period which is counted together with the maternity leave.

### **Art. 13. - Rest days**

Employees are entitled to 8.5 rest days per year.

Procedure for application:

- For reasons of organization of work in the bank, a rest day may be fixed collectively for the entire sector after consulting the Joint Committee established in Article 30 of this agreement.

In that case, it shall be so fixed at the time when the calendar of public holidays referred to in the last paragraph of Article 8 IV.A. a) is drawn up. Employees who are in service on the date so fixed shall benefit from this day of collective rest.

If, as a result of needs of the service, some employees are unable to benefit from this free day on the stipulated date, they shall be entitled to a compensatory rest day.

- The rest day or days which are taken individually by employees shall be so taken in periods of slack activity.
- The rest days shall be imputed against any statutory reduction in the duration of work.
- In other respects, the procedures for rest days shall be the same as those stipulated for days of leave.
- One or more rest days may be fixed collectively for the particular bank or for parts of it, after consulting the Staff Representation. The leave days fixed collectively by the bank must be notified to the employees at the latest during the first quarter of the year.

#### **Art. 14. - Special leave**

An employee who is obliged to leave his work fully remunerated for personal reasons shall be entitled to the following special leave:

- 1) one half of a working day for blood and/or plasma donors;
- 2) one day before enrolment for possible military service;
- 3) one working day on the occasion of the death of a relative or relation of the second degree (grandfather, grandmother, grandson, granddaughter, brother, sister, brother-in-law, sister-in-law);
- 4) two working days:
  - for the marriage
  - in case of removal.

Special leave for removal shall be granted in case of:

- a change of domicile or residence (including a move to a different flat in the same block of flats without any change of address);
- the first installation on the occasion of a first marriage on presentation of the certificate of change of residence of the bank employee and/or his spouse.

However, the change from one room to another shall not be treated as a removal;

- 5) three working days for the birth of a child by the spouse, or the adoption or recognition of a child;

- 6) three working days on the occasion of the death of a relative or relation of the 1st degree (father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law);
- 7) five working days on the occasion of the death of the spouse;
- 8) six working days on the occasion of the marriage of the employee.

Special leave must be taken on the occasion of the event which gives entitlement thereto and at the latest within one week of its occurrence. The employee shall benefit from the full special leave, regardless of the number of months of the year for which he has worked.

An employee who is living in a partnership within the meaning of Article 3 of the law of 9 July 2004 on the legal effects of certain partnerships may benefit from all the forms of special leave.

#### **Art. 15. - Leave for trade union purposes**

Paid leave for trade union purposes and trade union training shall be agreed whenever necessary in each bank between the Staff Representation and the Management for members of said Representation, according to a calendar proposed by the Joint Committee which has been set up by Article 30 of this agreement.

#### **Art. 16. - Compassionate leave**

In strictly justified social cases, and in the event of sickness or accident affecting a close member of the family of an employee, compassionate leave may be granted.

The conditions for compassionate leave will be settled within each banking institute.

#### **Art. 17. - Leave for family reasons**

The employee is entitled to leave for family reasons within the limits and on the conditions stipulated by Art. L. 234-50 et seq of the Labour Code.

#### **Art. 18. - Authorized absence from the office**

- 1) Any absence on the instructions of the employer shall be at the expense of the latter.
- 2) Any absence at the initiative of the employee is at his expense.

However, the following tolerances are allowed:

- visits to authorities and similar institutes whose working hours coincide with the hours of work in the banking sector;
- attendance for school examinations;
- legal summonses;

- medical examinations required by law;
- and, within reasonable limits, visits to doctors, X-rays, various analyses and post-operational care.

The staff representation may verify application of these rules.

#### **Art. 19. - Obligations of employees**

Employees shall comply strictly with the stipulated working hours and conscientiously perform the tasks and duties entrusted to them. They shall comply with the instructions given by their hierarchical superiors as well as the deontological principles specific to the bankers' profession.

Employees shall be required to strictly observe professional secrecy; in the event of failure to do so, they shall render themselves liable for the penalties stipulated by law.

#### **Art. 20. - Disciplinary measures**

A disciplinary measure can only be taken after a discussion with the employee concerned.

Where an official decision is taken to issue a warning or possible reprimand, the employee is entitled to answer and put forward his justification in writing. This justification is included as an official document in the file. It may be drawn up after consulting the staff delegation.

The employer may, by application of individual and exceptional disciplinary measures, suspend for one year the increase or increases which may be due on 1 January following the incident after giving a written warning or reprimand.

Copies of the warning, the reprimand and the suspension shall be forwarded to the Staff Representation.

Warnings and reprimands shall be time-barred after five years have elapsed from the date on which they were issued.

#### **Art. 21. - Activities outside the bank**

Employees may not take on any employment outside the bank without first informing the management which shall determine - after consulting the Staff Representation - whether or not the said activity is compatible with the profession of a bank employee.

If the Staff Representation considers that refusal of authorization to pursue an activity outside the bank is unjustified, it may refer the matter to the Joint Committee set up pursuant to Article 30 of this agreement.

## Art. 22. - The duty groups

### A. *General provisions*

The personnel covered by the agreement are allocated to six duty groups.

The parties undertake to discuss within the Joint Committee the updating of the list giving examples of duties included in the present agreement.

The classification within the groups will be based on the general criteria set out below:

#### **GROUP I:**

Duties involving the performance of simple and repetitive tasks:

- governed by rules, instructions, working methods and procedures which have been clearly established;
- subject to direct verifications.

These duties generally require:

- abilities of precision, order and method.

Examples of duties in Group I:

Mail clerk	Miscellaneous
Data keyboard operator	Transferable securities
Data keyboard operator	Management-Cash
Security guard	Miscellaneous
Dispatch clerk	Miscellaneous
Assistant accountant	Management
Filing clerk	Miscellaneous
Director's driver	Miscellaneous
Typist	Transferable securities
Administrative clerk/data keyboard operator	Management-cash
Stock manager	Miscellaneous
Safe deposit supervisor	Branches
Mail distributor	Miscellaneous

#### **GROUP II:**

Duties involving the performance of simple, administrative or technical tasks:

- governed by rules, instructions, working methods and procedures which have been clearly established;
- subject to direct verifications.

These duties generally require:

- the ability to make suggestions for improvements based on existing techniques;
- abilities of precision, order and method;

- some ability to handle different tasks within the unit;
- a good sense of customer service;
- simple and occasional use of foreign languages;

Examples of duties in Group II:

Clerical officer	Management-Cash
Clerical officer	Transferable securities
Clerical officer - credits	National and international credits
Clerical officer - documentary credits	National and international credits
Clerical officer - companies/investment funds Operator	Investment funds, holding companies
Data input - supervisor	EDP and organization
Employee in general services department	Management -cash
Technical employee	Miscellaneous
Clerical assistant	Miscellaneous
Clerical assistant - private banking	Corporate and institutional customers
Assistant management employee	Private banking
Cashier	Investment funds, holding companies
Keeper	Branches
Clerical employee - validator - skilled operator	Transferable securities
Clerical employee - nostro business	Management - cash
Polyvalent clerical employee	Management - cash
TELECOM employee: operator	Branches
Telegraphic keys manager	Miscellaneous
Payment media manager	Miscellaneous
Printer	Miscellaneous
Maitre d'hôtel	Miscellaneous
Certificate handler	Transferable securities
Applications preparer	EDP and organization
Secretary	Transferable securities

### GROUP III:

Duties involving the management of qualified daily or assistance tasks relating to the performance of administrative and technical work or commercial tasks:

- governed by rules, instructions, working methods and procedures which have been clearly established;
- subject to periodical verifications.
- contributing indirectly to the performance of the field of activity.

These duties generally require:

- qualified, theoretical knowledge or confirmed experience;
- good relational behaviour;
- commercial abilities;
- good practice of the procedures used;
- technical understanding of the field of activity;
- a degree of initiative, autonomy and creativity;
- use of foreign languages.

Examples of duties in Group III:

Deputy section head	Transferable securities
Operations manager	EDP and organization
Payroll officer	Management
Depositary bank officer	Investment funds, holding companies
Transfer officer, register	Investment funds, holding companies
Assistant organizer	EDP and organization
Accountant	Investment funds, holding companies
Accountant	Management
Controller	Transferable securities
"Reception" employee	Miscellaneous
Commercial employee	Branches
TELECOM employee: network manager	Miscellaneous
Documentary credits manager	National and international credits
Purchasing manager	Miscellaneous
Successions manager	Management
Disputes manager	Management
Advertising manager	Miscellaneous
Junior dealer	Markets
Junior trader	Markets
Group head	Transferable securities
Section head - Transfers	Management - Cash
Management secretary	Miscellaneous
Account keeper	Transferable securities

**GROUP IV:**

Duties including responsibility for the management of a commercial, technical or administrative activity and/or supervision of a small group of staff:

- governed by general procedures;
- subject to occasional verifications;
- contributing to performance of the activity.

These duties generally require:

- qualified theoretical knowledge and/or confirmed experience;
- relational skills;
- a good ability to analyse and select the appropriate option;
- the ability to take initiatives and decisions in compliance with the set procedures and targets;
- organizing ability;
- well-developed commercial abilities;
- routine use of foreign languages.

Examples of duties in Group IV:

Account manager (agent)	Investment fund, holding company
Junior Account Officer	Corporate and institutional customers
Assistant manager	Branches
EDP analyst	EDP and organization
Public relations assistant or officer	Miscellaneous
Security officer	Management



Tax specialist (agent)	Management
Credit manager	National and international credits
Eurobank computer specialist	EDP and organization
Programmer	EDP and organization
Systems programmer	EDP and organization
Group head	Branches
Head of credit management group or section	National and international credits
Head of accounting group or section	Management
Head of companies/investment fund management section	Investment funds, holding companies
Section head	Investment funds, holding companies
Section head	Management-cash
Section head - depositary bank	Investment funds, holding companies
Head of accountancy section	Investment funds, holding companies
Section head	Transferable securities
Section head, transfer/register	Investment funds, holding companies
Section head, account management	Management-cash
Syndication officer	Markets

#### GROUP V:

Duties including responsibility for advice, management of a commercial, technical or administrative activity and/or supervision of a team:

- governed by general procedures;
- subject to verification from time to time;
- making a significant contribution to performance of the activity.

These duties generally require:

- highly qualified theoretical knowledge and/or confirmed professional experience;
- good relational skills;
- high analytical ability;
- a degree of initiative and creativity;
- the ability to take decisions and report on them;
- proven commercial abilities;
- the ability to listen and communicate;
- the ability to manage a fixed budget;
- setting and achieving the objectives of the team;
- supervisory abilities;
- routine use of foreign languages.

Examples of duties in Group V:

Account officer	Corporate and institutional customers
Analyst - market studies	Miscellaneous
Financial analyst private banking	Private banking
Systems analyst	EDP and organization
Analyst-organizer	EDP and organization
Internal auditor	Management
Tax studies specialist	Management
Legal studies specialist	Management
Communications officer	Miscellaneous
Quality control officer	Miscellaneous

Corporate customers adviser	Branches
Private banking adviser	Private banking
Private banking adviser	Branches
Technical coordinator	Miscellaneous
Trainer	Management
Manager	Branches
"Customer service" manager	Miscellaneous
Portfolio manager	Private banking
Human resources manager	Management
Systems engineer	EDP and organization
Head of service	Management-cash
Sales manager	Markets
Sales officer	Markets
Senior dealer	Markets
Senior syndication officer	Markets
Senior trader	Markets

#### GROUP VI:

Duties including specialised responsibility for advise, management and supervision or leadership of an extended group of staff:

- governed by precise objectives;
- subject to verification of all the results in the field of activity;
- making a direct contribution to the performance of the activity;
- benefiting from broad autonomy.

These duties generally require:

- proven managerial skills;
- understanding of the particular field of activity;
- a high technical standard;
- important analysis and decision-making abilities;
- very good relational skills;
- ability to delegate and verify delegation and to implement change;
- ability to establish a budget, define and achieve the objectives of the unit;
- constant use of foreign languages.

Examples of duties in Group VI:

Data manager (DM)	EDP and organization
Officer responsible for promotions and special financing arrangements	Investment funds, holding companies
Senior financial analyst	Corporate and institutional customers
Creative advertising officer	Miscellaneous
Head of EDP project	EDP and organization
Head of project - organizer	EDP and organization
Senior advisor in private banking sector	Private banking
Senior portfolio manager	Private banking
Operations manager	EDP and organization
Departmental manager	Transferable securities
Head of management department	Investment funds, holding companies

Head of department - transfer/register	Investment funds, holding companies
Head of department - depositary bank	Investment funds, holding companies
Head of accountancy department	Investment funds, holding companies

### **Guarantee of classification on recruitment**

- In the case of employees who have successfully completed two years of higher level or university study in a subject corresponding to the needs of the post and with an appropriate linguistic profile, the classification shall not be below Group III.
- In the case of persons holding a university diploma (at least four years) in a subject corresponding to the needs of the post and with an appropriate linguistic profile, the classification shall not be less than Group IV.
- Assessment elements:
  - a) equivalence of the course of study with the needs of the banking sector in general
  - b) knowledge, apart from the basic language (including Luxembourgish) of foreign languages useful for the posts concerned: the English, German and French languages are automatically regarded as being useful for employment in a bank.

The official language of the country of origin of the parent company of the bank or, where appropriate, a different language may replace one of these three languages as a useful language. The level of knowledge of this language will be assessed by the bank itself.

- c) Economic, commercial, financial and legal studies are automatically to be regarded as equivalent to the requirements of the banking sector.

### **Simultaneous performance of different duties**

When several duties are permanently performed side by side, the main duty will be the determining factor. If several duties are performed for the same proportion of working time, the classification shall be determined by the higher duty level.

### **Changes of duties which result in a change in group**

When a change of group is made the basic monthly salary will be increased at the very least by a defined minimum sum which will valorise the work and merit of the employee. These amounts are as follows:

- 10 EUR (index 100) for changes from group I to II and from II to III;
- 15 EUR (index 100) for changes from group III to IV and from IV to V;
- 20 EUR (index 100) for changes from group V to VI.

These amounts must be offset against the minimum progression guaranteed (see Article 23).

On transition from one group to another, the employee will benefit from a guarantee that his new basic salary shall not be less than the start of scale in the new group in which he is classified.

In the event of a change of group accompanied by a change of professional activity, a trial period of 6 months will be served before permanent establishment in the post. The adjustment of the salary will be made in principle upon establishment after a successful trial period.

In the event of a change of group within the same professional activity, the establishment and adjustment of the salary shall take place immediately.

## **Art. 23. - The remuneration system**

### **A. Definitions**

#### **Basic salary**

The basic salary is the monthly salary resulting from the application of the scales set out in the collective agreement and the salary increases stated therein.

The basic salary does not include the seniority allowance, the conjunctural allowance and the training allowance.

The basic salary as defined above constitutes the basis of calculation for the 13<sup>th</sup> month and overtime hours.

#### **Reference salary bill**

The calculation of the reference salary bill is made on the basis of the salary of the employees in the month of December of the year in question for employees who are still in service on 1 January of the following year.

The reference salary bill is the sum of all the basic salary of employees covered by the collective agreement to which shall be added one 13<sup>th</sup> of the non-recurring merit allowances which may have been paid in the previous year to employees who have reached or passed threshold 2.

The component of the basic monthly salary in excess of threshold 2 is excluded from the salary bill.

#### **Merit**

##### **1. Definition**

Merit is defined as a set of technical, behavioural and social skills which enable the employee to perform work whose quantity and quality increase with experience in the post. Merit cannot be summarised as a measure of pure performance over a given period of employment.

The salary evolves in the light of the employee's merit. Therefore, basic salary is determined and evolves as appropriate within the framework of the company's salary policy according to the evolution of the employee's qualifications, the effort made by him at work, the outcomes achieved and the evolution of his responsibilities. The aim is therefore to acknowledge skills and competences acquired through experience and also through in-service academic and professional training as well as the ability to make sound use of the knowledge built up in this way.

The merit of each staff member is assessed each year by a system of assessment specific to each company. The recurring nature of this salary component means that it relates to stable assessment criteria linked to the duties performed, more specifically the level of expertise achieved. The assessment system accordingly takes account of the evolution of the following skills:

1. Technical skills

- Level of technical skills and development of these skills;
- Communication (= information management), written and oral communication;
- Judgment (assessment of situations and the ability to react and take decisions).

2. Social and behavioural skills

- Quality of internal relations (team work/behaviour in relation to colleagues and the hierarchical superior);
- Quality of external professional relations (clients/suppliers);
- Availability – reliability;
- Sense of responsibilities;
- Personal development and involvement;
- Ability to deal with critical situations;
- Flexibility.

3. Supervisory tasks (where appropriate)

- Ability to supervise and motivate a team;
- Leadership;
- Organising and planning ability.

In the event of disagreement with the assessment, the employee may address himself to an internal appeal body within the establishment. The membership of this appeal body is as follows:

- The person making the assessment, more specifically the direct hierarchical superior;
- The person responsible for the management of human resources;
- The person who has been assessed, assisted if he so wishes by a representative of the staff delegation or failing that by another member of the company.

Final responsibility for the evaluation will rest with the employer. If the disagreement persists the employee may ask for his remarks to be added to his file and taken into account when the assessment for the next year is made.

## **1. *Transposition of merit into the remuneration:***

The remuneration evolves on the basis of an overall envelope reserved for salary increases. The overall envelope is calculated with regard to the reference salary bill, as defined in Art. 23. A., Reference salary bill.

In the new remuneration system, applicable since 2008, 2 separate envelopes will be calculated:

- One for groups I and II in order to pay the seniority steps and the merit-based increases to be distributed to at least 66% of the personnel falling within these classification groups. The envelope breaks down as follows:
  - One part is reserved for the seniority steps from which employees whose basic monthly salary has not yet reached threshold 1 benefit.
  - The balance is to be reserved for increases based on merit enabling threshold 1 to be achieved at a faster pace. The amounts allocated for this purpose will be distributed to at least 66% of the personnel covered by the classification system.
- One for groups III to VI in order to pay the merit-based increases to be distributed to at least 66% of the personnel falling within these classification groups.

Between threshold 1 and threshold 2, employees will be able to benefit solely from merit-based increases.

In the case of employees who have reached or passed threshold 2, merit will be recognised in the form of a single non-recurring allowance paid in the month of January.

## **2. Guarantee linked to seniority applicable to groups III to VI**

In the new salary system applicable from 1 January 2008, each employee concerned benefits from a guarantee of an increase of his basic salary calculated at index 100, of 15 EUR (index 100) over a period of three years. All increases falling within the basic salary, apart from linear increases, will be considered for the calculation of the guarantee.

This guarantee shall be assessed each year on 1 January, retroactively for a period of three years, for as long as the basic salary at the previous 31 December is below threshold 1. For all employees, including those who are approaching threshold 1, the guarantee of 15 EUR (index 100) will always be applied in an indivisible manner.

The guarantee described above is deemed to make retroactive allowance for the rights acquired in previous years. For all employees in service on 31 December 2007, the first assessment will be made on 1<sup>st</sup> January 2010.

New Remuneration System												
<i>Balance between Individual Evolutions and Guarantees for All.</i>												
Years	Salary	Evolution	Guarantee	Salary	Evolution	Guarantee	Salary	Evolution	Guarantee	Salary	Evolution	Guarantee
31/12/X0	D100			D100			D100			D100		
01/01/X1	100	0		100	0		107	+7		116	+16	
01/01/X2	100	0		100	0		107	0		125	+9	
01/01/X3	115	0	+15	115	0	+15	115	0	+8	132	+7	
01/01/X4	115	0		125	+10		125	+10		138	+6	
01/01/X5	115	0		135	+10		165	+40		149	+11	
01/01/X6	130	0	+15	135	0		165	0		154	+5	
01/01/X7	130	0		140	0	+5	165	0		154	0	
01/01/X8	130	0		170	+30		180	0	+15	164	0	+10
01/01/X9	145	0	+15	170	0		185	+5		174	+10	
.....	.....			.....			.....			.....		
.....	.....			.....			.....			.....		
.....	SI			SI			SI			SI		

Application of guarantee to receive at least 15 Euro (ind. 100) every three years.

## B. Remuneration for the year 2010

### 1. Basic salary

#### a) Start of scale, threshold 1 and threshold 2

Each classification group corresponds to a guaranteed minimum reference salary for full-time work.

The figures stated below correspond to the basic monthly salary expressed in EUR at index 100.

#### Salary scale for 2010

Groups	Start of scale	Threshold 1	Threshold 2
I	284.16	451.56	466.50
II	302.60	470.00	499.50
III	366.72	506.22	568.50
IV	432.33	556.33	646.00
V	523.13	647.13	747.00
VI	562.40	686.40	798.50

#### b) Seniority steps for groups I and II

On 1 January 2010, payment of seniority steps: 25 yearly increases of 5,58 EUR (index 100) followed by 5 two-yearly increases of the same amount for employees whose basic monthly salary has not yet reached threshold 1.

#### c) Supplementary increases

Because of the exceptional situation of the sector, the parties agreed that there will be no individual linear increase, no increase of the scales with regard to 2009, and no overall envelope.

The salary increases will be limited to the payment of seniority steps for groups I and II and the application of the guarantee linked to seniority for groups III to VI.

As a consequence, provisions governing the minima merit-based increases that are foreseen up to threshold 1, of an amount of 2.5 EUR (ind. 100) for groups I and II and 5 EUR (ind. 100) for groups III to VI, are not applicable.

## 2. Conjunctural bonus

With the salary for the month of June 2010, payment of a bonus based on the following scale:

Year of recruitment	Duty group					
	I	II	III	IV	V	VI
2009	124	149	174	199	224	248
2008	868	992	1,240	1,612	2,157	2,430
2007	992	1,116	1,364	1,736	2,281	2,554
2006	1,240	1,364	1,612	1,984	2,529	2,802
2001-2005	1,736	1,984	2,232	2,529	2,901	3,273
1996-2000	2,108	2,355	2,603	2,901	3,273	3,645
1991-1995	2,479	2,727	2,975	3,273	3,645	4,016
Before 1991	2,851	3,099	3,347	3,645	4,016	4,388

This bonus is payable to employees in post on 15 June 2010 and whose employment contracts are not subject to a notice of termination on that date.

Employees working on a part-time basis shall benefit from the bonus on a pro rata basis to their working hours during the period from 1 June 2009 to 31 May 2010.

Employees on maternity leave on 15 June 2010 shall benefit from that bonus corresponding to their post group.

Employees on parental leave shall benefit from the bonus corresponding to their category on a pro rata basis to the time on which their contract has produced its effects compared to the period for which the contract has been suspended during a reference period from 1 June 2009 to 31 May 2010.

### Art. 24. - Seniority allowance

A seniority allowance will be payable under the following conditions:

Years of service	Amount of the allowance (index 100)
After 1 year	5 EUR
After 3 years	10 EUR
After 6 years	20 EUR



Payment of the allowance will be made with effect from 1 January of the year following that in which the employee reached the specified seniority.

Employees who are in receipt of a household allowance on 31/12/2007 will continue to benefit from a seniority allowance which shall not be less than the amount paid by way of the former household allowance. The allowance can evolve only within the framework of the limits defined above.

It should be noted that the years of service referred to are those spent with the same employer.

When the working hours stipulated in the contract of employment are less than 40 hours a week, the seniority allowance is payable on a pro-rata basis to the number of hours normally worked.

<b>Art. 25. - "13th month" allowance</b>
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Without prejudice to the provisions governing the induction period (section B, cf. Annex 1), the employee shall be entitled, at the end of the year, to the payment of a "13th month" allowance in an amount equal to the basic salary plus the household allowance respectively the seniority allowance payable by the employer to the employee for the month of December.

If the employee is recruited in the course of the year, he shall receive at the end of the year a 13th month allowance on a pro rata basis to the months of work performed since his recruitment.

If the contract (on a trial basis, for an indefinite or fixed period) is terminated by the employee or by the employer, the employee shall receive with his final salary the 13th month allowance on a pro rata basis to the number of months worked during the year.

## Miscellaneous and transitional provisions

**Art. 26.** - This collective agreement ensures compliance with the principle of equal opportunities for men and women in respect of access to occupational training and promotion and of working conditions and salary.

The banks shall, where appropriate, give access to further training measures for employees who have been absent because of an interruption of their career; the purpose of this training is to equip them to perform their duties. The relevant procedures shall be determined by the banks in consultation with the Works Committees or in their absence the staff delegations.

Equal opportunity plans, within the meaning of the provisions of Art. L. 162-12 of the Labour Code, shall be drawn up at the level of the banks after consultation of the Works Committees or in their absence the staff delegations.

**Art. 27.** - In so far as the relations and general conditions of work are not governed by this agreement, the parties shall refer to the relevant statutory provisions.

**Art. 28.** - Work by adolescents shall be governed by the provisions of Art. L. 344-1 et seq of the Labour Code.

**Art. 29.** - The employers signify their agreement to withhold the monthly trade union dues from the salaries of employees who belong to trade unions. However, these employees must give written instructions to their respective employer for such sums to be withheld.

**Art. 30.** - The Joint Committee set up between the social partners, signatories of the collective agreement and comprising 8 members on either side shall examine problems of the profession, together with such problems as may arise in connexion with the application of the collective agreement. It shall also define the objectives and procedures for collective agreements to be concluded in the future.

**Art. 31.** - To enable the employees' representatives to verify correct application of this agreement, the overall elements relating to the total reference salary payments, the total amount paid out in respect of performance and the number of beneficiaries must be verified by the external auditor. The auditor's certificate, together with the scale of performance premiums or other principles used to determine this performance premium, will be notified to the staff representatives without prejudice to the terms of reference of the Works Committees in the companies concerned.

Instead of the above procedure, in each establishment employing more than 100 persons, the staff delegation may directly obtain the following data:

- Amount of the reference salary bill;
- Overall envelope reserved for merit;
- Number of beneficiaries of a merit increase;
- Breakdown of the beneficiaries
  - between groups I and II and III to VI;
  - between thresholds 0 and 1, thresholds 1 and 2 and above threshold 2;
  - between the following tranches of amounts (in EUR index 100):  
2.5 ; >2.5 et ≤ 5 ; >5 et ≤ 15; > 15;
- Number of beneficiaries of a seniority step for groups I and II;
- Number of persons benefiting from the three-yearly guarantee.

These statistics must be supplied each year within 3 months of the date on which the payment is made.

The provision of figures is a purely internal exercise intended for the staff representatives alone (mixed committee for establishments habitually employing 150 employees or more, delegation for the others) of the establishments concerned and the most stringent confidentiality must be respected.

**Art. 32.** - Over and above the collective agreement for bank employees, agreements may be reached between the staff delegation and the management of a financial establishment on the practical application of the agreement, having regard to the specific characteristics of the establishment concerned.

**Art. 33.** - Declaration of principle concerning sexual and moral harassment

The Banks undertake not to tolerate within their business sexual harassment as defined by Art. L. 245-1 et seq of the Labour Code. They shall make sure that every employee has a work place which respects the dignity of the individual and is free from any sexual or moral harassment of any kind whatsoever. They further undertake to implement all the measures necessary to prevent and resolve cases of sexual and moral harassment should they occur, under the best possible conditions and in total confidence. The ASTF has put in place a suitable counselling structure to assist the victims of sexual or moral harassment. Disciplinary sanctions to be taken in the event of any case of sexual harassment will be determined within each banking establishment.

The parties will discuss, within the framework of the Joint Committee, the transposition of the convention of 25 June 2009 on harassment and violence at the workplace. (see annex IV)

Drawn up and signed in five copies in Luxembourg on 9 December 2009, each party to retain one original and one original being addressed to the Labour and Mines Inspectorate (Inspection du Travail et des Mines).

Association des Banques  
et Banquiers Luxembourg  
ABBL

ALEBA

Onofhängege  
Gewerkschaftsbond  
Lëtzebuerg  
OBG-L

Lëtzebuenger  
Chrëschtliche  
Gewerkschafts-Bond  
LCGB-SESF

## ANNEX I

### Training agreement

#### General provisions:

##### A. Definition

The signatories define training as the totality of the resources deployed by the employer and by the specialized training institutes to enable the employee to develop the knowledge, skills and aptitudes needed to respond to the present and future requirements of the business and to assure his own career development.

Individual access to the different types of training is based on a consensus arrived at with the employer. Applications for training are therefore verified by the employer who determines whether they are justified.

Among the training programmes made available to the employee, a distinction must be made between (i) internal training and (ii) external training.

##### (i) Internal training

The internal training content and resources vary from one business to another, depending on its specific needs, the internal training infrastructure and the employees' skills profile. On the whole, structured on-the-job training initiatives are involved, e.g.:

- practical familiarization with the tasks and/or technologies which are pertinent to a particular function;
- coaching and mentoring programmes to provide regular professional advice and support on the part of the direct hierarchy and/or of colleagues responsible for supervising the development of the new employee;
- internal training in different departments.

On-the-job training programmes concern both new employees and existing personnel who are called upon to perform new duties.

In a growing number of companies, internal training programmes include:

- training courses developed by in-house experts (or internal trainers) or, if necessary, with the assistance of external training experts. These training courses meet the specific needs of the business and are accessible only to employees of the company concerned;
- in addition, the internal training programmes may include "web-learning" or "E-learning" initiatives.

##### (ii) External training:

External training comprises all the training initiatives and programmes offered to the public by specialized training institutes approved pursuant to the requirements of Art. L. 542-7 et seq of the Labour Code and designed to provide support and ongoing professional development to satisfy the broadest needs of the business and/or the individual interest of the employee for the enhancement of his professional skills.

These specialized institutes also include institutions which benefit from the status of a public or private educational establishment (higher secondary schools, universities, institutes of higher education...) which are recognized by the public authorities and issue diplomas or certificates recognized by these same authorities.

The importance granted to training by the banking sector is reflected, in particular, in the existence of the Institute for Training in Banking (IFBL) which provides specific training for the sector.

#### **B. Basic types of training**

More specifically, the types of training which will be followed by the employee in the course of his career can be classified under three categories: I) induction training; II) employment training and III) ongoing professional training

#### **C. Analysis of training needs**

Analysis of training needs is a responsibility shared between the employee and the employer. The approach adopted to analyze the training needs is a matter for the employer and may vary from one business to another. In this context, the annual assessment interview can provide an opportunity for the employee and his immediate hierarchical superior to discuss and define individual needs and draw up a personal training plan. Definition of the overall corporate training plan is the responsibility of the Bank itself, acting in consultation with the staff representatives.

#### **D. Training outside working hours**

All training is in principle provided during working hours. If, exceptionally, the training takes place outside working hours, reference must be made to the provisions of Art. L. 542-7 et seq of the Labour Code on ongoing professional training.

#### **E. Training partners**

For each type of training, the employer may contact any appropriate agency, except in the case of the common induction training base for which the IFBL is the only partner.

#### **F. Appeal**

In cases where an application has to be turned down, the employee may refer the matter to an internal appeal body within the bank with the following membership:

- the person in charge of human resources management;
- the direct hierarchical superior;
- the employee, assisted if he so wishes, by a representative of the staff delegation, or in the absence of such a delegation, by another member of staff of the company concerned.

However, the final decision shall rest with the employer.

#### **G. Informing and consulting the staff representatives:**

The banks undertake to inform and consult the Joint Committee, or if there is no such committee, the staff delegation once a year on the subject of the training policy and projects which the company intends to implement during the next financial year.

This information shall relate, in particular, to such professional retraining measures as the company may intend to implement, having regard to the economic information known at the time and which may have a determining impact on the structure of the company and on the level of employment in the light of changes in technology or working methods specific to certain professional activities. In such cases, information and consultation shall take place in compliance with Art. L. 423-2 of the Labour Code.

## **I. Induction training**

### **A. General provisions**

Employees who have no prior experience of banking are recruited with an induction period which is designed to prepare them as effectively as possible for the duties that they will be expected to perform. Depending on the degree of compatibility of the individual profile with the post concerned, the induction period may be omitted.

This aim is achieved through a theoretical and practical training period comprising for

- group I, 120 hours of training
- group II, 180 hours of training
- groups III, IV, V and VI, 240 hours of training

Induction training is intended to impart a basic familiarity with the specific features of the Luxembourg financial centre, the banking techniques and general professional knowledge required by the post which is occupied; if necessary, this programme will be supplemented by further training to provide the requisite knowledge of languages, information technology and economics etc.

Internal courses and/or trainings may be imputed against the training hours stipulated for the different groups. The length of the internal courses and/or training which may be taken into account is limited to not more than 50% of the total duration of the training programme.

The training hours must, in principle, be attended during the two years immediately after the individual has taken up his duties. However, having regard to the specific requirements of the bank, the programme may be spread over three years. The training hours are treated as working hours.

For trainings designed to provide the level of knowledge required by a particular post, the provisions relating to advanced training shall apply.

### **B. Classification**

During the induction period, employees are classified in the group corresponding to the post occupied by them.

Subject to the following provisions, they benefit from all the stipulations of the collective bargaining agreement for bank personnel.

However, the stipulations applicable to the training bonus and the 13th month allowance shall not apply; the 13th month allowance shall be paid at the rate of 50% during the two years of induction training. If the induction training lasts for more than two years, the

employee shall be entitled to the full amount of the 13th month allowance pursuant to Article 25 of the collective bargaining agreement with effect from the third year.

**C. *Training during the induction period***

The Luxembourg Institute for Training in Banking (IFBL) sets up a 40 hour basic training period (common foundation course) for each trainee undergoing induction training. The subsequent training shall be modular and based on the training plan drawn up between the employer and the employee as a function of the individual profile of the trainee, the knowledge acquired by him in the course of his studies and the needs of the post occupied by him. The employer shall make arrangements to ensure that the training plan is followed, without prejudice to Art. L. 414-1 of the Labour Code.

**D. *Legal form of the contract***

The contract is drawn up for an indefinite duration with a trial period of 6 or 12 months pursuant to the currently valid statutory provisions.

**II. *Employment training***

Employees covered by the employment training scheme as defined and organized by the Institute for Training in Banking (IFBL) are classified within groups corresponding to the duties performed. Their salary amounts to 65% of the sums arrived at by application of the duty scales set out in Article 23.

**III. *Ongoing professional training***

Subject to validation by the employer, the employee shall benefit from ongoing professional training courses during his career to adapt his skills to the changing needs of the business and to maintain his level of employability.

Under this agreement, two main kinds of in-service professional training are defined: A. Retraining and B. Advanced training.

**A. *Retraining***

The term retraining denotes all the training measures designed to ensure employability, both within the company and at the level of the banking sector, for employees covered by the collective bargaining agreement whose particular post may undergo significant changes or even be abolished.

**1. *The training objective***

The purpose of training is to increase the long-term employability of staff whose tasks are liable to be profoundly affected by technological progress and the resulting working methods. This training must enable them to redirect their career within their particular company as well as in the banking sector and, if necessary, to take on new responsibilities.

However, the training effort does not confer upon employees

- the entitlement to a new assignment, a transfer or change of post;
- the entitlement to a pecuniary bonus.

## **2. Eligible beneficiaries**

This training is intended for all bank employees falling within the scope of application of the collective bargaining agreement.

## **3. Training content**

The training programme follows a modular logic which is designed to provide training tailored to the individual standard of knowledge. Its content must be relatively extensive to provide training which is designed to be general.

The programme is based on

- courses seeking to ensure personal development
- courses to bring knowledge up to the necessary level
- optional modules, including language courses

## **4. Assessment of knowledge and aptitudes**

Before embarking upon a course of training, the candidate must undergo a number of tests designed to assess his language skills and, in general, his aptitudes and the requisite professional knowledge. However, the employer may grant the candidate an exemption from all or part of the tests.

The results of these tests remain the property of the candidate and shall not be disclosed to the employer until the candidate has definitively confirmed his intention of taking part in the course of training.

## **5. Partners for performance of the skills diagnosis**

### **a) Technical aspect**

These tests are organized by the Luxembourg Institute for Training in Banking (IFBL) which may, however, delegate this task in part to specialized external partners.

### **b) Assessment Center**

The decision to use an Assessment Center shall be taken by the bank itself which may do so at its own discretion. The decision of principle on this matter is taken after consulting the staff delegation.

The aim of the Assessment Center is to give the participants an external view of their potentials and valuable information on the best way of embarking upon the training programme.

The assessment will be made by specialized external partners after informing and consulting the Joint Committee.



**6. *Organization of work during the training period***

To avoid any functional difficulties in the departments of the business, the employer shall be at liberty to choose the time at which the respective candidates are sent on a training course. The employer must therefore manage priorities with this aim in view.

Retraining must begin within a time limit of six months, save where otherwise agreed between the employer and the employee.

**7. *Implications for the merit assessment system***

Participation by the employee in retraining shall not prejudice the assessment of his merit in any way.

**8. *Right to complete the training course in the event of redundancy for economic reasons***

An employee whose employment contract is ended as a result of redundancy for economic reasons shall be entitled to complete a retraining programme which has already begun on the existing terms and conditions. The resulting costs shall be borne by the employer who took the initiative in terminating the employment relationship. In the event of insolvency of the employer, this cost shall be paid by the banking community.

**B. *Advanced training***

“Advanced training” covers all the internal and external training resources made available to the employee to acquire or improve knowledge and skills required for the performance of his work and for his career development. It may comprise various types of intervention, including interventions of a practical nature such as team briefings, demonstrations of new technologies, training periods spent in different departments of the company, e-learning courses and courses provided both internally and externally.

The definition of the advanced training programme shall be determined by the outcome of the annual performance assessment or other interviews held to determine training needs. The identified training needs which have a significant impact on the performance by the employee in his present position must have been covered by training, or at the very least such training must have begun, before the next assessment interview is held.

Training bonus:

The employee shall be granted a bonus amounting to a gross sum of 250 euros (which is not index-linked) per segment of 60 hours training attended outside normal working hours and during a reference period running from 1 September to 31 August of the following year. Payment shall be made at the end of the reference period.

**C. Enrolment costs**

Payment: The enrolment costs shall be advanced by the employer and paid in full by him if the employee completes the course successfully.

Definitive charge:

in the event of failure after assiduous attendance at the course and sitting for the examination:	50% payable by the employer and 50% by the employee
In the event of failure without assiduous attendance at the courses or without sitting for the examination:	100% payable by the employee to be withheld against the 13th month

**D. Training leave**

To sit for an examination, the employee may benefit from the following training leave for all training courses which necessarily lead up to an examination:

- ½ day's leave if the length of this training is equal to or greater than 20 hours;
- 1 day if the length of training is equal to 40 hours;
- ½ day's leave more for each segment of 20 hours.

Training leave for each employee shall not exceed a maximum of two days leave per year, regardless of the length and number of training courses attended.

## ANNEX II

### Agreement on the time savings account (T.S.A.)

At the request of the staff delegations, the banks are required, within a time limit of 30 days, to open negotiations on the creation of a time savings account (TSA) enabling employees to build up hours in agreement with their employer within the statutory and agreed limits in order to take leave at a later date. The staff delegations must attach a draft agreement to their request on the points to be negotiated. If the employer declines to open negotiations, the staff delegations may refer the matter to the Joint Committee.

If the TSA is set up, a number of general principles must be respected i.e.:

- The TSA is kept in hours.
- The employee does not need to state a reason to use the hours which he has saved.
- The employee must notify his request at least 4 months before the start of the leave for which he has applied.
- The employer is required to take a decision on the application for leave within a time limit of one month.
- The employer must grant the TSA leave. However, he may decline the leave on the requested date and ask for it to be postponed for the following reasons and under the following conditions:
  - Where a significant proportion of the employees of a particular department or business apply for TSA leave simultaneously with other long periods of leave, notably maternity leave, parental leave, extended sickness as a result of which the organisation of work would be seriously disturbed.
  - Where a substitute for the person who is on leave cannot be arranged because of the specific nature of the work done by the applicant.
  - Where the business regularly employs less than 15 people covered by an employment contract.
- If the leave is postponed, the employer must propose to the employee within one month a new date for the leave which shall not be more than two months after the date on which the requested leave was due to begin, except where expressly requested by the employee. In that case, the request by the employee can no longer be refused. For a company employing less than 15 persons, the postponement period of two months shall be increased to six months.
- Postponement is no longer possible after the employer has given his agreement or in the event of failure to reply within four weeks.

- In principle, all leave which has been saved up must be taken during the employment relationship. If, for reasons beyond the control of the employee, he has been unable to take the saved-up leave, he shall be entitled to compensatory payment instead of such leave.

The specific measures for implementation of the TSA may be the subject of an agreement reached between the management and the staff delegation. These measures are as follows:

- Ways in which the TSA can be built up: subject to the provisions to Art. 7 and Art. 12 of the Collective Bargaining Agreement, the time savings account may in particular be built up using rest days, non-statutory leave (days of additional leave for employees above the age of 50), overtime etc.
- The circle of beneficiaries.
- The minimum and maximum limits for saved hours.
- The minimum and maximum period during which the saved hours must be used up.
- The liquidation of the TSA in all circumstances not covered by the general principles.

## ANNEX III

### Legal framework for the trial period

#### **Art. L. 122-11**

- 1) The contract of employment concluded for a fixed duration may stipulate a trial period in conformity with the provisions of Art. L. 121-5.

Where the contract does not stipulate a fixed duration, the trial period shall be calculated by reference to the minimum duration of the contract.

- 2) The trial period shall be taken into account for the purpose of the calculation of the maximum duration of the contract referred to in Art. L. 122-4 of this law.
- 3) The contract comprising a trial period may be terminated by the procedures and under the conditions set out in Art. L. 121-5.
- 4) Where the contract is not terminated during the trial period under the conditions stipulated in the foregoing paragraph before the expiry of the trial period agreed between the parties, the employment contract shall be deemed to have been concluded for the duration agreed in the contract with effect from the date of entry into service.

#### **Art. L. 121-5**

- 1) Without prejudice to the provisions of Art. L. 122-8 (2), the employment contract concluded for an indefinite period may make provision for a trial period.

The trial period must be stipulated in the written document referred to in Art. L. 121-4, paragraph (1) for each employee individually no later than on the date on which he or she takes up his or her duties, failing which said trial period shall be null and void.

The provisions of the previous paragraph shall not apply when the collective bargaining agreement applicable to the establishment contains a provision stipulating that the employment contract of every newly recruited employee shall be preceded by a trial period in conformity with the provisions of this article.

In the absence of a written document stating that the contract has been concluded for a trial period, it shall be deemed to have been concluded for an indefinite period; proof to the contrary shall not be admissible.

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

By derogation from the provisions of the foregoing paragraph the maximum trial period may not exceed

1. three months for an employee whose level of professional training is below that of the certificate of technical and professional aptitude delivered after a course of technical education;

2. twelve months for an employee whose gross monthly starting salary reaches a level stipulated in a Grand Ducal decree.

Where the trial period does not exceed one month, it shall be expressed in whole weeks; a trial period exceeding one month shall be expressed in whole months.

In the event of suspension of execution of the contract during the trial period, said period shall be extended by a duration equivalent to that of the suspension without the extension of the trial period being allowed to exceed one month.

- 3) The trial period cannot be renewed.
- 4) The contract subject to a trial period may not be terminated unilaterally during the minimum trial period of two weeks, except on the serious reasons set out in Art. L. 124-10.

Without prejudice to the provisions of the foregoing paragraph, the contract with a trial period may be terminated under the provisions stipulated in Art. L. 124-3 and L. 124-4 in which case the contract shall terminate on the expiry of a period of notice which shall not be less than

- the same number of days as the trial period agreed in the contract has weeks;
- four days per month of the trial period agreed in the contract subject to a minimum of fifteen days and a maximum of one month.

The trial period shall be governed by the provisions of Art. L. 121-6 of this law and Art. L. 337-1 – L. 337-6.

- 5) When the contract which includes a trial period is not terminated under the conditions set out in the foregoing paragraph before the expiry of the trial period agreed between the parties, the employment contract shall be deemed to have been concluded for an indefinite period from the date on which the employee took up his or her duties.

The following table provides an illustration of the provisions of Art. L. 121-5:

<b>Duration of trial period</b>	<b>Period of advance notice (calendar days)</b>
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

(\*) To the extent that the trial period cannot be terminated during a minimum initial period of 2 weeks, it may be inferred that no contract may in fact be concluded with a trial period of 2 weeks.

(\*\*) In conformity with the law, a trial period which does not exceed one month must be expressed in whole weeks, while a trial period exceeding one month must be expressed in whole months; it follows that the law does not seem to provide for a trial period of one month.

**ANNEX IV**  
**CONVENTION**  
**OF 25 JUNE 2009**  
**ON HARASSMENT AND VIOLENCE AT THE WORKPLACE**

THE UNION DES ENTREPRISES LUXEMBOURGEOISES (UNION OF LUXEMBOURG ENTERPRISES),  
referred to by the acronym UEL,

with registered office at L-1615 Luxembourg, 7, rue Alcide de Gasperi,

duly mandated for the present purposes by

the Luxembourg Bankers' Association (ABBL), with registered office at L-2449 Luxembourg,  
59, boulevard Royal,

the Association of Insurance Companies (ACA), with registered office at L-8081 Bertrange, 75,  
rue de Mamer,

the clc (Luxembourg Confederation of Commerce), with registered office at L-1615 Luxembourg,  
7, rue Alcide de Gasperi,

the Federation of Artisans (FDA), with registered office at L-1347 Luxembourg, 2, circuit de la  
Foire Internationale,

the Fedil – Business Federation Luxembourg, with registered office at L-1615 Luxembourg, 7, rue  
Alcide de Gasperi,

the National Federation of Hoteliers, Restaurateurs and Café Operators (HORESCA), with registered  
office at L-1615 Luxembourg, 7, rue Alcide de Gasperi,

parties of the first part,

and

the ONOFHÄNGEGE GEWERKSCHAFTSBOND LËTZEBUERG, referred to by the acronym of OGB.L,  
with registered office at L-4170 Esch/Alzette, 60, Boulevard Kennedy,

and

LËTZEBUERGER CHRËSCHTLECHE GEWERKSCHAFTS-BOND, referred to by the acronym of LCGB,  
with registered office at L-1351 Luxembourg, 11, rue du Commerce,

parties of the second part, hereby conclude the present convention:



## CONVENTION ON HARASSMENT AND VIOLENCE AT THE WORKPLACE

Whereas, first of all, the social partners who represent different enterprise activities at European level, more particularly BusinessEurope, UEAPME, CEEP and CES, have signed an independent framework agreement concerning harassment and violence at the workplace dated 26 April 2007 on the basis of Art. 139 of the Treaty on the European Union; whereas the signatory organisations have undertaken to implement that agreement in compliance with the procedures and practices specific to the social partners in the Member States of the EU and in the countries of the European Economic Area (within three years of its signing);

whereas, further, the social partners believe that harassment and violence are unacceptable behaviour on the part of one or more persons and may take several different forms, some of them being more readily identifiable than others; whereas such actions have the aim or effect of violating the dignity of workers, affecting their health and/or creating a hostile working environment; whereas the different forms of harassment and violence may adversely affect the workplace;

whereas, finally, the objective of the European Framework Agreement is to make employers, workers and their representatives better aware and clearer in their own minds as to the nature of harassment and violence at the workplace, to provide employers, workers and their representatives at every level with a pragmatic framework enabling problems of harassment and violence at the workplace to be identified, prevented and managed; whereas it is important therefore for the signatory parties to this convention to transpose this objective at national level; whereas such transposition in no way prejudices the signing of sectoral agreements and/or the conclusion of more specific agreements within the enterprises with a view to preventing such behaviour and better assisting the victims of such actions;

the signatory parties have concluded the present convention:

### **1. General provisions**

Harassment and violence are caused by unacceptable forms of behaviour by one or more workers or managers or, in the case of violence, possibly by persons from outside the enterprise and which may have as their aim or effect the violation of the dignity of workers or managers, causing damage to their health and/or creating a hostile working environment.

The signatory parties undertake to prevent such behaviour in all its forms at the workplace. They further define a number of approaches which the enterprises may adopt to assist the victims of such actions. To that end, they lay down general principles concerning the prevention of, and protection against, acts of harassment and violence at the workplace, information and consultation, together with general guidelines for the implementation of those principles. They take the view that acts of harassment and violence at the workplace must not be tolerated within the enterprise.

The signatory parties further believe that the victim and witness of any such form of behaviour must not suffer prejudicial consequences because they have reported or resisted a situation of harassment or violence.

Within the framework of this convention, the signatory parties use the terms worker, employer and manager with the following definitions:

- the term "worker" designates every employee, trainee and apprentice dependent upon the enterprise and any pupil or student employed during the educational holidays in the enterprise;
- the term "employer" designates any natural person or corporate body who or which is responsible for the working relationship with the worker or the manager and who or which is in charge of the enterprise;
- the term "manager" designates every person in the hierarchy within the enterprise who is authorised, in one way or another, to give orders to the workers.

## **2. Provisions specific to moral harassment**

### **Definition**

Moral harassment occurs when a person who is dependent upon the enterprise commits unauthorised, repeated and deliberate actions towards a worker or a manager, with the aim or effect of:

- either infringing their rights or their dignity;
- or damaging their working conditions or jeopardizing their professional career by creating an intimidating, hostile, degrading, humiliating or offensive environment;
- or else causing damage to their physical or mental health.

### **Prevention of moral harassment at the workplace**

#### **Prohibition of acts of harassment at the workplace**

In consultation with the staff representatives, the employer will state, if necessary by including a provision to this effect in the internal regulation, that he will not tolerate any form of harassment within the enterprise. The employer will point out that each worker and manager is responsible for preventing the occurrence of such acts of harassment at the workplace.

#### **Creation of an awareness on the part of workers and managers**

In consultation with the staff representatives, the employer will take steps to make workers and managers aware of this issue using the available means of internal communication. This awareness creation will concern the definition of harassment, the methods by which such situations are to be managed within the enterprise and the sanctions to be imposed upon the perpetrator or perpetrators of acts of harassment.

### Preventive measures

Within the framework 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 the workplace.

The preventive measures may be determined in whole or in part by agreements between the social partners. If they are set out in an agreement at sectoral level, each enterprise will be responsible for implementing these measures, unless it has its own measures that are equivalent to the provisions of the agreement.

These measures which must be adapted to the nature of the activities and the size of the enterprise may relate in particular to:

- the information and training of the workers and managers in respect of the policy of prevention of, and protection against, harassment at the workplace;
- the identification of a competent discussion partner in the area of prevention of, and protection against, harassment at the workplace;
- the definition of the resources and procedures made available to the victims who wish to seek assistance.

### Internal assessment if acts of harassment occur

If acts of harassment towards workers and/or managers occur, the employer will make an internal assessment of the effectiveness of the preventive measures and of the possible implementation of new preventive measures to be taken, in particular in relation to the organisation of the enterprise, the review of the procedures applied in the event of harassment and the information for the workers. This assessment and subsequent reassessments will be made in consultation with the staff representatives.

### **Management of acts of harassment**

#### Definition of a procedure to manage acts of harassment

The employer, acting in consultation with the staff representatives, will implement a procedure to manage problems of harassment on the basis of the internal assessment and subsequent reassessments of harassment within the enterprise.

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

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

- the parties will act with all the discretion needed to protect the dignity and private life of each individual;
- no information will be disclosed to any parties who are not involved in the case;
- complaints will be examined without delay and dealt with in a reasonable time frame;
- each party must be heard at the earliest possible opportunity and will be entitled to be assisted by a staff representative during the interview;
- each complaint will be dealt with impartially;
- each complaint must be backed by detailed information;
- false accusations will not be tolerated and may lead to disciplinary measures or sanctions which may even include dismissal;
- external assistance may be provided to analyse and deal with complaints;
- victims will benefit from support, the nature of which will be determined within the enterprise in the absence of any sufficiently precise agreement on this subject between the social partners applicable to the enterprise.

#### Actions and sanctions against the perpetrator of acts of harassment

The sanctions which the employer may impose in the event of harassment will be similarly determined in a clear and transparent manner after consulting the staff representatives. If harassment is proven, appropriate measures will be taken against the perpetrator or perpetrators. These may include disciplinary measures and sanctions which may even include dismissal.

#### Protection of the victim and witness of acts of harassment

A stipulation will be made to the effect that the victim of harassment at the workplace cannot be the subject of reprisals following the reporting of, or resistance to, an act of harassment, that his file will be treated with the utmost discretion and that measures intended to end the harassment may not be taken to the detriment of the victim.

In addition, no worker or manager may be the subject of reprisals for having reported acts of harassment which occurred at the workplace.

### **3. Provisions specific to violence at the workplace**

#### **Definition**

Violence at the workplace occurs when a worker or a manager is the victim of aggression caused by one or more deliberate actions on the part of another person which are designed to damage, or have the effect of damaging, their physical or mental integrity. The violence may be perpetrated by persons who belong to the enterprise or by third parties. It may take the form of a single action of some gravity or more than one action of a similar or different kind.

#### **Prevention of violence at the workplace**

##### Prohibition of acts of violence at the workplace

In the case of violence which may be caused by persons who are dependent upon the enterprise, the employer will state, in consultation with the staff representatives, if necessary by including a

provision to this effect in the internal regulation, that he will not tolerate any form of violence within the enterprise. The employer will point out that each worker and manager is responsible for preventing the occurrence of such acts of violence at the workplace.

#### Creation of an awareness on the part of workers and managers

In consultation with the staff representatives, the employer will take steps to make workers and managers aware of this issue using the available means of internal communication. This awareness creation will concern the definition of violence, the methods by which such situations are to be managed within the enterprise and the sanctions to be imposed upon the perpetrator or the perpetrators of acts of violence.

#### Preventive measures

Within the framework 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 the workplace.

The preventive measures may be determined in whole or in part by agreements between the social partners. If they are set out in an agreement at sectoral level, each enterprise will be responsible for implementing these measures, unless it has its own measures that are equivalent to the provisions of the agreement.

These measures which must be adapted to the nature of the activities and the size of the enterprise may relate in particular to:

- the definition of a risk plan taking due account of the specific features of the activity of the enterprise;
- the material steps, appropriate to the risks of the enterprise, taken on the premises in order to prevent violence perpetrated at the workplace by persons from outside the enterprise;
- the information and training of the workers and managers in respect of the policy of prevention of, and protection against, violence at the workplace;
- the identification of a competent discussion partner in the area of prevention of, and protection against, violence at the workplace;
- the definition of the resources and procedures made available to the victims who wish to seek assistance.

#### Internal assessment if acts of violence occur

If acts of violence towards workers and/or managers occur, the employer will make an internal assessment of the effectiveness of the preventive measures and of the possible implementation of new preventive measures to be taken, in particular in relation to the organisation of the enterprise, the review of the procedures applied in the event of violence and the information for the workers. This assessment and subsequent reassessments will be made in consultation with the staff representatives.

## **Management of acts of violence**

### Definition of a procedure to manage acts of violence

The employer, acting in consultation with the staff representatives, will implement a procedure to manage problems of violence on the basis of the internal assessment and subsequent reassessments of violence within the enterprise.

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

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

- the parties will act with all the discretion needed to protect the dignity and private life of each individual;
- no information will be disclosed to any parties who are not involved in the case;
- complaints will be examined without delay and dealt with in a reasonable time frame;
- each party must be heard at the earliest possible opportunity and will be entitled to be assisted by a staff representative during the interview;
- each complaint will be dealt with impartially;
- each complaint must be backed by detailed information;
- false accusations will not be tolerated and may lead to disciplinary measures or sanctions which may even include dismissal;
- external assistance may be provided to analyse and deal with complaints;
- victims will benefit from support, the nature of which will be determined within the enterprise in the absence of a sufficiently precise agreement on this subject between the social partners applicable to the enterprise.

### Actions and sanctions against the perpetrator of acts of violence

The sanctions which the employer may impose in the event of violence will be similarly determined in a clear and transparent manner after consulting the staff representatives. If violence is proven, appropriate measures will be taken against the perpetrator or perpetrators. These may include disciplinary measures and sanctions which may even include dismissal.

### Protection of the victim and witness of acts of violence

A stipulation will be made to the effect that the victim of violence at the workplace cannot be the subject of reprisals following the reporting of, or resistance to, an act of violence, that his file will be treated with the utmost discretion and that measures intended to end the violence may not be taken to the detriment of the victim.

In addition, no worker or manager may be the subject of reprisals for having reported acts of violence which occurred at the workplace.

#### **4. Final provisions**

The signatory parties hereby stipulate that this agreement shall be reviewed after a period of five years of the date on which it is signed at the request of any of the parties and may be the subject of a subsequent revision.

The signatory parties further agree that no unnecessary burdens shall be imposed upon small and medium-sized enterprises for the purpose of implementing this agreement.

Finally, the signatory parties agree that this agreement does not prejudice the right of the social partners to conclude, at the appropriate level, further agreements for the implementation of this Convention, taking due account of the specific needs of the parties concerned.

This Convention was drawn up in four copies and signed in Luxembourg on 25 June 2009. In case of contradiction between the English and the French version, the French version shall prevail.

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