



New collective bargaining agreement on telework

Under negotiation for several weeks, a new collective agreement on telework was signed by the social partners on Tuesday, 20 October. This agreement has been concluded for the long term and is not intended to regulate telework due to the health crisis.

The major advancement of this new agreement is to recognize **occasional telework**, which can henceforth be granted more easily to employees. Telework carried out to cope **with unforeseen** events or telework representing on average **less than 10% of the teleworker's normal annual working time** will be considered as such. In this context, **written confirmation** for telework from the employer, by SMS or email for example, will suffice. An amendment to the contract will therefore no longer be mandatory. In this sense, the new agreement is consequently much more flexible towards employers.

Last April, a petition was lodged to recognize the employee's "right to telework". The position of the social partners remains unchanged on this issue: telework will continue to be a **voluntary measure**. An agreement has to be reached by and between the employer and the employee.

For its part, the role of the staff delegation will be strengthened.

Before coming into force and being applicable to all companies, the new agreement will first have to be declared a general obligation by means of a Grand-Ducal regulation. The social partners have actually sent a request to this end to the Minister for Labour.

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