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Joint declaration on Telework by the European social partners in the insurance sector

I. Introduction

More than ten years after the European social partners concluded the Framework Agreement on Telework on 16 July 2002, telework in the insurance sector is a tool that is even more considered nowadays. Today, information and communication technology provides a wide range of opportunities for how work can be organised in a more mobile and flexible way. Telework offers advantages for both employers and employees.

Employers can benefit from satisfied and better motivated employees, whereas the advantages for employees include greater flexibility in working hours and savings in time, money and stress due to reduced commutes.

Telework may create logistical advantages on both sides. Telework may also have a positive impact on the environment and the public community: it may help reduce pollution due to the reduction in transport and commuting of employees between home and the office, benefiting the society as a whole. Telework requires a high level of self-responsibility of the employee.

As is shown in the joint declaration on demography, the European social partners in the insurance sector recognise the importance of ensuring a good work-life balance. For this reason they encourage employers and employees of the insurance industry to consider using telework as a tool that can be of common interest. It covers the interest of employees to have a good work-life balance on the one hand, and the interest of employers to have a motivated and flexible workforce on the other.

The European social partners consider this new way of working as one of the key levers to a better quality of life at the work place and to improve companies' performance.

In this joint declaration, the social partners would like to address telework and to show relevant factors to be considered in individual or collective telework agreements at national or company level.

This joint declaration falls into the category of Declarations, as described in Annex 2: *Typology of the results of European social dialogue*, of the European Commission's communication on *Partnership for change in an enlarged Europe - Enhancing the contribution of European social dialogue* of 12 August 2004 (COM(2004) 557 final).

According to the Framework Agreement of 16 July 2002, the European social partners in the insurance sector understand telework as a form of organising and/or performing work, using information technology in the context of an employment contract, where work, which is usually performed at the employer's premises, is carried out away from those premises on a regular basis. In other words, telework is a flexible work arrangement under which an employee performs her/his activities from an approved worksite other than the location from which the employee would normally work.

This joint declaration covers:

- In-house employees who work at distance on a regular basis.
- Mobile sales workers and loss adjusters in jurisdictions where working conditions arranged by social partners do not distinguish between mobile sales workers and loss adjusters on the one hand, and other employees on the other hand.

In any case, the applicable national regulations must be respected.

This joint declaration is based on and in full accordance with the Framework Agreement on Telework, signed by the European Social Partners on 16 July 2002.

The European insurance social partners call upon their members, as well as interested parties in the insurance sector, to consider their own practices in light of the following joint declaration.

Follow-up and next steps

Promotion of the joint declaration

The social partners commit to informing, through all available means, trade unions, associations and employers in the insurance sector and beyond about this joint declaration.

They will encourage the relevant social partners at national level to promote and address this joint declaration together. This could, for instance, take the form of holding joint meetings on its contents, making joint presentations to national governments and other relevant players, undertaking joint studies or research activities.

Where possible, the joint declaration will also be translated into other official EU languages.

Monitoring of the joint declaration

The monitoring of the joint declaration could be done, for instance, by sending questionnaires to the members of the European social partners or to players in the insurance sector.

Publication of good practice approaches

The social partners intend to follow up the adoption of the joint declaration by highlighting good practice examples on telework by different players in the insurance sector and EU member states in the updated version of its booklet "Combatting the demographic challenge in the insurance sector".

II. Relevant factors of telework

1. Voluntary Character

Telework is voluntary for the employee and the employer concerned. Telework may be required as part of a worker's initial job description or it may be engaged in as a voluntary arrangement subsequently. Certain types of job profiles do not allow for telework.

If telework is not part of the original employment contract and the employer offers the possibility of telework, the employee can either accept or refuse the offer.

However, any employee indicating her/his desire to engage in telework shall justify her/his request. The employer can then either agree or refuse as it is up to the employer's discretion to evaluate the need for telework and whether the job can be performed through telework.

The conditions on which employees can work at distance could usefully be discussed beforehand.

2. Employment Conditions

The employer has to monitor the teleworkers in order to support them in this process.

However, in order to take into account the particularities of telework the social partners invite their members to consider concluding, before starting telework, a specific complementary collective agreement and/or individual-agreements, addressing the following issues a) – i):

a) Frequency

Within the framework of applicable legislation, collective agreements, company rules and individual agreements, the teleworker manages the organisation of her/his working time under the limits and conditions established within the employer's direction. This requires a self-responsibility of the teleworker that is above the average.

The (individual) written agreement contains the frequency of telework, where required the days on which telework will be performed, the days and/or hours of attendance in the employer's premises and the times or the periods during which the teleworkers must be reachable and via which means.

It is important for the employee not to be isolated from the rest of the working community in the company. This could be achieved, for instance, by giving her/him the opportunity to meet with colleagues on a regular basis and give her/him access to company information.

Attention should be paid to addressing the topics of availability, considering the importance of ensuring a good work-life balance, and of monitoring working hours in relation to telework. The conditions of working time have to comply with company rules, collective agreements, national and European law.

b) Health and Safety

The employer is responsible for the protection of the occupational health and safety of the teleworker in accordance with Directive 89/391 and all relevant directives, national legislation and collective agreements. However, given the specific circumstances of telework the employer needs the on-going support of the teleworker to fulfil these duties.

The employer informs the teleworker of the company's occupational health and safety policies, in particular requirements on visual display units. The employer needs to give the necessary means and instructions to the teleworker. The teleworker applies these safety policies correctly.

Accidents and near misses involving teleworkers whilst at work need to be reported in the same way as for office based staff.

It is important for teleworkers to have the facility to summon help in a work-related emergency situation.

c) Data Protection

The employer is responsible for taking the appropriate measures, notably with regard to software, to ensure the protection of data used and processed by the teleworker for professional purposes.

The employer informs the teleworker of all relevant legislation and company rules concerning data protection. It is the teleworker's responsibility to comply with these rules.

d) Right of access to the workplace

In order to verify that the health and safety and data protection provisions are correctly applied, the employer, workers' representatives and/or relevant authorities have access to the telework place within the limits of national legislation and collective agreements. If the teleworker is working at home, such access is subject to prior notification and her/his agreement.

e) Equipment

As a general rule the employer is responsible for providing, installing and maintaining the equipment necessary for regular telework, for instance, when telework is compulsory, unless the teleworker uses her/his own equipment. In the latter case, the employer would not be responsible for this equipment when the teleworker uses her/his own equipment. Where the equipment is provided by the employer, the teleworker has to protect this equipment. In return, the employer provides the teleworker with an appropriate technical support facility.

If telework is performed on a regular basis, the employer compensates or pays (for instance in the form of a lump sum) for work-related costs, in particular those related to communication. This may, however, not be the case where telework is introduced on the initiative of the employee.

It is therefore important that the employer and the employee mutually agree on these elements.

The employer provides the teleworker with an appropriate technical support facility.

The employer has the liability, in accordance with national legislation and collective agreements, regarding costs for loss and damage to the equipment and data used by the teleworker.

The teleworker takes good care of the equipment provided to her/him and does not collect or distribute illegal material via the internet.

f) Breakdown

In the case of breakdown of the equipment or in the case of an Act of God, as a consequence of which the teleworker cannot perform her/his job, he/she should immediately inform the employer.

If the teleworker is not able to continue her/ his work because of such an event it is useful to clarify beforehand if and when she/he can be obliged to work at the employer's premises.

g) Reversibility

If telework is not part of the initial job description, the decision to change to telework is reversible by individual and/or collective agreement. The reversibility can imply returning to work at the employer's premises at the worker's or at the employer's request. The modalities of this reversibility are established by individual and/or collective agreement.

h) Training

Teleworkers have the same access to training and career development opportunities as comparable workers at the employer's premises and are subject to the same appraisal policies as these other workers.

Teleworkers receive appropriate training targeted at the technical equipment at their disposal and at the characteristics of this form of work organisation. The teleworker's supervisor and her/his direct colleagues may also need training for this form of work and its management.

i) Terms and conditions

Regarding employment conditions, teleworkers benefit from the same rights, guaranteed by applicable legislation and collective agreements, as comparable workers at the employer's premises. And on the other hand teleworkers have the same duties as comparable workers.

The workload and performance standards of the teleworker are equivalent to those of comparable office based employees.

Human resources services have to be involved in the process in order to monitor the teleworkers and provide them with the same career opportunities as for other employees.

3. Accident insurance coverage

The social partners recognise the risk of employees not being covered by accident insurance in the event of accidents happening in their telework place. National social security systems in the EU member states offer different levels of protection, but it could sometimes be difficult for an employee to prove a workplace accident happened at home. For this reason the social partners in the insurance sector recommend that their members consider the suitable steps to be taken in this field, such as considering whether additional insurance in the case of accidents at a telework place is necessary taking into account the national situation.

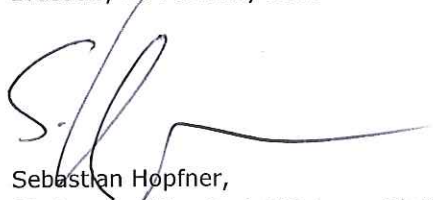
4. Collective rights issues

Teleworkers have the same collective rights as workers at the employer's premises. No obstacles are put in the way of the teleworker communicating with employees' representatives.

The same conditions for participating in and standing for elections to employees' representative bodies or providing worker representation apply to them. Teleworkers are included in calculations for determining thresholds for employees' representative bodies in accordance with European and national law, collective agreements or practices. The establishment to which the teleworker will be attached for the purpose of exercising her/his collective rights is specified from the outset.

Employees' representative bodies are informed and consulted on the introduction of telework where European and national legislations or, collective agreements provide for it.

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