

# CHARTER ON NEW WAYS OF WORKING

---

CREDIT AGRICOLE S.A. GROUP

TOUT SE CONSTRUIT *ici*

## Table of contents

FOREWORD.....	3
1. SCOPE AND PURPOSE OF THE CHARTER .....	4
2. NOMADIC WORK .....	4
3. TELEWORKING (HOME OFFICE OR REMOTE WORK).....	5
<b>3.1. DEFINITION AND GENERAL PRINCIPLES</b> .....	5
<b>3.2. IMPLEMENTATION OF TELEWORK</b> .....	6
<b>3.2.1. Eligibility</b> .....	6
<b>3.2.2. Procedure for establishing telework</b> .....	7
<b>3.2.3. Procedure for terminating teleworking</b> .....	8
<b>3.3. ORGANISATION OF TELEWORK AND CONDITIONS OF EMPLOYMENT</b> .....	9
<b>3.3.1. Organising the work of the teleworker - Confidentiality and data protection</b> .....	9
<b>3.3.2. Fixing the number of teleworking days</b> .....	9
<b>3.3.3. Setting working times</b> .....	10
<b>3.3.4. Monitoring working time or workload and respecting the rules on working time</b> .....	10
<b>3.4. TELEWORKING EQUIPMENT</b> .....	11
<b>3.5. OCCUPATIONAL HEALTH AND SAFETY</b> .....	11
<b>3.6. COLLECTIVE RIGHTS</b> .....	11
<b>3.7. TELEWORKING MAIN POINT OF CONTACT</b> .....	11
<b>3.8. EXPERIMENTAL PHASE AND ACCOMPANYING THE IMPLEMENTATION OF TELEWORK</b> .....	12
<b>3.9. MONITORING TELEWORKING</b> .....	12
4. RIGHT TO DISCONNECT.....	12
5. MISCELLANEOUS .....	13

## FOREWORD

This Charter is in line with the Charter of 21 June 2011, which set out a common framework for the implementation of teleworking, applicable to the various companies of Crédit Agricole S.A. Group.

Drawing on the experience gained since then, the many agreements signed, the changing legislative environment, the development of new technologies and the emergence of new ways of working, Crédit Agricole S.A. Group wishes to give new impetus to teleworking and more generally encourage the development of new ways of working.

In a context of increasing digitisation of both society and the world of work, longer transport times and major internal transformations, these new working methods appear as an opportunity to improve quality of life, working conditions and efficiency of organisations.

The implementation of the Charter of 21 June 2011 demonstrated that teleworking was a driver for modernising managerial relations and balancing economic performance with social quality.

The independence of employees, the relationship of mutual trust between employees and their managers and the nature of the work carried out are all key factors in establishing teleworking mechanisms.

To be fully successful, implementing teleworking may also involve adjusting the organisation of work, in mutual agreement between employees and their managers.

In this context, the Group confirms the founding principles of teleworking:

- teleworking is carried out on a voluntary basis;
- agreement between the employee and his or her manager is mandatory;
- the preservation of social ties;
- respecting privacy;
- reversibility;
- no discrimination against teleworkers.

In this new Charter, Crédit Agricole S.A. Group intends to present solutions that can boost teleworking conditions implemented by the Group's companies and create a frame of reference for those that have not yet implemented this work organisation method.

Similarly, the Group pays particular attention to the implementation of new working methods (nomadic work, coworking) which appear to be drivers of well-being and performance.

This Charter also makes recommendations to ensure the effectiveness of the right to disconnect for all employees benefiting from these new working methods, as well as, more broadly, for all employees of the Group.

The Group would like to reaffirm the importance of using technological tools properly in order to ensure that rest and leave times are abided by, and that the balance between private, family and professional life is respected.

This Charter complies with France's National Inter-professional Agreement of 19 July 2005, Law no. 2017-1387 of 22 September 2017 as well as Law no. 2018-217 of 29 March 2018, which ratified various ordinances made on the basis of Law no. 2017-1340 of 15 September 2017 regarding the authorisation to take measures to strengthen social dialogue by ordinance.

Each Crédit Agricole S.A. Group company may apply this Charter in its own way and according to its own schedule, taking into account, in particular, its agreements, the particularities of its organisation and the way it organises its work.

## 1. SCOPE AND PURPOSE OF THE CHARTER

- 1.1 This Charter shall apply in France to Crédit Agricole S.A. and to all entities of Crédit Agricole S.A. Group, i.e. all French companies in the Group whose share capital is more than 50% owned directly or indirectly by Crédit Agricole S.A., and all those that are not more than 50% owned, provided that Crédit Agricole S.A. exercises a dominant influence there within the meaning of Article L. 2331-1 of the French Labour Code.
- 1.2 It aims to define the conditions for teleworking, depending on whether it is exercised regularly or occasionally from home or elsewhere.
- 1.3 Lastly, this Charter confirms the importance of the proper use of professional and digital tools and the necessary regulation of their use to ensure respect for rest and holiday times and the balance between private, family and professional life.

## 2. NOMADIC WORK

Nomadism is a form of remote work that can be set apart from teleworking in that it is irregular in its "moments" and "work locations" (report of Mr. Mettling of September 2015 to the French Ministry for Employment).

Nomadic work is therefore deemed to be a way of working, mostly on an occasional basis, without any constraints of place and time.

Nomadic workers can use digital/mobile tools to work from any location, with or without a physical workstation within the company.

By using information and communication technologies, nomadic workers can carry out their assignments, in agreement with their manager, on an occasional or regular basis, from different locations (home, customer premises or other Group premises, etc.).

As a rule, nomadic work is reserved for those employees in commercial roles who are required to travel regularly and work remotely to meet their customers and contacts.

However, this form of work organisation can also extend to cover other functions.

The performance of assignments and activities under these conditions is not covered by this teleworking agreement.

The Group recognises the importance of the development of nomadic work and invites its companies to put in place, if they consider this option appropriate, within a framework that it is up to them to define, a nomadism agreement that could take into account the following points:

- definition of businesses for which nomadic work is appropriate;
- training of nomadic workers;
- organisation and monitoring of working time;
- tools and working conditions of nomadic workers;
- preserving the health and safety of nomadic workers.

### 3. TELEWORKING (HOME OFFICE OR REMOTE WORK)

#### 3.1. DEFINITION AND GENERAL PRINCIPLES

A. Teleworking is defined as any type of work organisation in which work that could also have been performed on the employer's premises is performed by an employee outside those premises on a voluntary basis, through use of information and communication technology.

Employees who, by virtue of their duties, are required to carry out their work on several sites of the employer, cannot be considered teleworkers.

B. The Group agrees that teleworking can be organised in several ways:

- a. from the employee's home

The term "home" refers to the main place of residence of the employee as stated in the management tools or any other permanent and fixed place of residence indicated by the employee, subject to fulfilling the requirements specific to teleworking.

- b. from any other location, outside the employer's premises (third location);

Telework can be exercised from coworking premises or shared offices. These premises can be deployed by the entities to enable employees to access workplaces, identified by the entities, and located within other Group entities or outside the Group.

C. Teleworking cannot be applied to all businesses and activities.

Opening up teleworking to a greater number of employees must be conducted under specific technical, organisational and security conditions, in particular Information systems, which guarantee the quality of work carried out and the development of performance.

D. Several criteria must be met to characterise teleworking:

- the teleworker must use ICT (information and communication technologies);
- teleworking is conducted off-site, which means it must be carried out at the employee's home or another location.

Where entities of the Group offer the possibility of accessing these third locations (coworking spaces, etc.), teleworking will also be possible from there, especially for those employees who do not have an environment conducive to work at home.

Conditions for accessing such third premises shall be the subject of appropriate information where companies offer them.

- work carried out outside the company could also have been conducted within the company;
- in principle, the implementation of regular and/or occasional telework requires a prior collective agreement, or failing that a charter drawn up by the employer. In the absence of such an agreement or charter, or if the latter do not deal with the use of occasional teleworking, when the employee and the manager agree to use teleworking or any other working method, they must formalise their agreement in writing.

E. Employees on secondment from a company with a teleworking mechanism will not be able to continue to benefit from it if the host company is not itself covered by such a mechanism, unless the latter agrees.

In any event, companies committing to telework and receiving employees on secondment will agree with the employers of such employees, prior to their arrival, on the possible application of their teleworking scheme to these employees.

## 3.2. IMPLEMENTATION OF TELEWORK

### 3.2.1. Eligibility

Telework is open, as a matter of principle, to all employees.

It will be up to the entities to set the criteria to be fulfilled for teleworking eligibility.

These selection criteria must be based on objective elements and be justified by the particular working conditions linked to teleworking, namely

- conditions linked to the employee's ability to work from home (seniority, nature of the employment contract)
- technical conditions (access to IT tools, data, documents or equipment)
- the security requirements for the processing of data or the operations carried out

- the need for presence on the premises (human interaction, on-site interventions, etc.);
- the organisation of the department (number of employees already teleworking or working part-time, seniority of the team, etc.);
- the feasibility of performing the tasks remotely.

In order to assess the motivation of employees and to ensure that they are able to work from home, particularly in terms of independence, employees interested in teleworking may need to fill out a self-assessment enabling them to understand more concretely what daily teleworking entails and to confirm or not their willingness to apply for teleworking.

### **3.2.2. Procedure for establishing telework**

#### **3.2.2.1. Regular telework**

##### **A. Need for a collective agreement or charter**

Regular telework must be subject to a collective agreement or, failing that, as a charter drawn up by the employer.

The collective agreement or charter must contain the following clauses:

- the conditions for becoming a teleworker: where telework will be carried out from, the number of days worked from home, the work equipment provided, the period of adaptation, as well as the events which may justify resorting to occasional telework, in particular in the event of high air pollution as mentioned in Article L. 223-1 of the French Environmental Code, transport strikes, exceptional weather events;
- the conditions for returning to an employment contract without telework possibilities;
- the employee's acceptance of teleworking conditions;
- methods for controlling working time or regulating the workload;
- determining time slots during which the employer can usually contact the employee in teleworking.

##### **B. Need for agreement between employer and employee**

Teleworking shall necessarily be on a voluntary basis only for both the employee and the employer.

Two cases may arise:

- the employee requests to work remotely: when the employee requests telework, in accordance with the applicable collective agreement or charter in the company, the manager can accept or refuse this request.

If the manager refuses to grant the employee access to teleworking, the manager must justify this response.

The grounds invoked must be objective.

- the employer suggests teleworking: when the employer wishes the employee to work remotely, the employee must give his or her agreement as this is an amendment to his or her employment contract. The refusal of an employee to accept a teleworking position is not in itself a reason for the termination of his or her employment contract.

Teleworking must be established on a voluntary basis, by a clause or amendment to the employment contract, or by any other written means.

In accordance with the inter-professional agreement of 19 July 2005, the employer must provide the teleworker with a certain amount of information in writing which may be included in the collective agreement or, failing that, in the charter and/or employment contract. Such information must cover the conditions under which work is performed, including information specific to the practice of teleworking, such as:

- reporting relationships;
- workload assessment;
- reporting and relationship with the company;
- etc.

According to the inter-professional agreement of 19 July 2005, if the parties are in agreement regarding working remotely, an adjustment period must take place. During this period, each party may unilaterally terminate the teleworking mechanism within a pre-defined notice period. The employee is then offered a position on the company's premises that meets his or her qualifications.

### 3.2.2.2. Occasional telework

The conditions for resorting to occasional telework may be defined in an agreement or a charter.

It may otherwise be implemented by common agreement between the manager and the employee.

This agreement is made in writing (e.g. by email where the exchange clearly demonstrates the agreement of the employee and his or her manager) each time it is implemented.

### 3.2.3. Procedure for terminating teleworking

#### 3.2.3.1. During the adaptation period

An adjustment period shall be provided during which each party may terminate teleworking within a pre-defined notice period.

This "test" period enables each party to check whether teleworking is compatible with the employee's work organisation and technical skills. It simplifies going back to the previous organisation if this proves to be more suitable.

### 3.2.3.2. After the adaptation period: reversibility

The conditions for temporarily or permanently returning to work without any option to telework must be clearly laid down in the collective agreement or the charter. This may include a notice period and procedure to be carried out, depending on whether the employer or the employee terminates teleworking, the listing of situations justifying the termination of teleworking, etc.

It should be noted that the employer must give priority to those employees who take up or resume a position without a teleworking that corresponds to his or her professional qualifications and skills. The teleworking employee must be informed by the employer of the availability of any such position.

## 3.3. ORGANISATION OF TELEWORK AND CONDITIONS OF EMPLOYMENT

### 3.3.1. Organising the work of the teleworker - Confidentiality and data protection

The transition to teleworking does not alter the content and objectives of the teleworker's position.

As far as the modalities of carrying out the activity are concerned, the obligations of the teleworker (the working regime, the respect of the timetable except for employees on a fixed-term contract, the execution of the tasks entrusted to him/her, the indicators for monitoring the activity, the workload, the evaluation of the results, etc.) are strictly the same as for other employees. The workload and deadlines are assessed using the same methods as those used for other employees.

The activity requested from the teleworker is equivalent to that of employees in a comparable situation working in the company's usual premises. As such, they must be able to be contacted and respond to requests under the same conditions.

Teleworkers commit to observe the security policies set by the Group, in particular with regard to information technology and in particular with regard to passwords, the latter being strictly personal.

They shall also ensure the confidentiality, integrity and availability of information entrusted to them or to which they have access in the course of their assignments, in all media and by all means, and in particular on paper, orally or electronically.

### 3.3.2. Fixing the number of teleworking days

Each company will apply this Charter and define the number of days of regular teleworking that the teleworker may benefit from, the conditions under which employees

may resort to occasional teleworking, and the conditions under which part-time/reduced-time employees may benefit from these provisions.

Excluding occasional teleworking, employees will be entitled to a maximum of 2 regular teleworking days per week.

In order to maintain a link with their working environment, and to maintain a social link, cohesion and good team operation, these employees must be physically present at their usual place of work at least 2 days a week (except limitations or business trips).

In line with this principle, several methods may be considered to organise regular teleworking:

- 1 or several fixed days per week;
- a fixed quota of “floating” (non-fixed) days granted over the month, quarter, semester or year.

These organisation examples may be cumulative.

It may be appropriate to introduce into the collective agreement or the charter a certain flexibility in the determination of days worked remotely in order to integrate the limitations of collective work, which cannot always be planned.

Thus, in exceptional circumstances and because of the need for services, an employee may be required to perform at his or her place of work certain days initially planned remotely. A reasonable notice period must be observed and the teleworking day may be rescheduled to a date agreed between the employee and his or her manager.

The employee must observe the schedule established by the employer as regards the number and days teleworked and the number of days present on the company premises.

Changes by the employer to the number of days worked remotely constitute a contract amendment, which in turn requires the agreement of the employee, except in the cases of reversibility specified in article 3.2.3.2.

### **3.3.3. Setting working times**

The working times during which the employee is reachable must be set by the employer and the employee, which will help respect the employee's privacy.

### **3.3.4. Monitoring working time or workload and respecting the rules on working time**

Monitoring working time and workload must be defined in the collective agreement or charter.

Teleworkers manage the organisation of their working time within the framework of applicable legislation, collective agreements and company rules. Teleworkers must not violate the rules on working time (maximum daily and weekly working hours, mandatory rest periods, etc.).

Telework may not alter normal working hours and actual working hours when the activity is carried out on the company's premises.

An annual interview should cover the working conditions and workload of the teleworker.

### **3.4. TELEWORKING EQUIPMENT**

Agreements or charters must provide for the conditions under which teleworking employees may benefit from suitable work equipment.

Employers shall also inform teleworking employees of any restrictions on the use of computer equipment, tools or electronic communication services, and of the penalties for non-compliance with such restrictions.

Teleworkers will need to inform insurers of the use of part of their home for professional purposes and provide the employer with a home insurance certificate.

### **3.5. OCCUPATIONAL HEALTH AND SAFETY**

The legal and contractual provisions relating to occupational health and safety shall apply to teleworkers.

In accordance with the national inter-professional agreement of 19 July 2005, the employer shall inform teleworkers of the company's occupational health and safety policy. Teleworkers are responsible for observing and properly enforcing these security policies.

Any accident occurring on teleworking premises during the completion of telework is deemed as an occupational accident within the meaning of Article L. 411-1 of the French Social Security Code.

In the event of an accident at home, the teleworker must report the accident to his employer.

### **3.6. COLLECTIVE RIGHTS**

The teleworker shall have the same rights as the employee who carries out his work on the premises of the undertaking, in particular as regards access to trade union information, participation in professional elections and access to training.

### **3.7. TELEWORKING MAIN POINT OF CONTACT**

A teleworking main point of contact may be appointed by each entity of the Group applying this Charter. This person may, in particular, be contacted in the event of difficulties in implementing teleworking.

### 3.8. EXPERIMENTAL PHASE AND ACCOMPANYING THE IMPLEMENTATION OF TELEWORK

To ensure the best possible deployment of teleworking, entities may implement an experimental phase to evaluate and adjust the conditions of the teleworking conditions they are considering.

Furthermore, support of managers and future teleworkers may be set up by each entity on the topics of work organisation and compliance with the principles of teleworking, to make sure the challenges and assets of teleworking are correctly understood.

For managers:

- in order to prepare for the roll-out of or changes to teleworking in the company, specific information of managers will be carried out on the content of the teleworking scheme;
- managers may also receive training on new working methods: management through objectives, telemanagement, managing a teleworking group, etc.

For teleworking employees (or interested in becoming teleworkers):

- training/awareness-raising action will be provided on good teleworking practices.

Special awareness-raising activities on the Group's communication tools will also be carried out to enable managers and employees to communicate in the best possible way.

Lastly, a "Teleworking" guide, recalling the rights and duties of teleworkers, will be made available to employees.

### 3.9. MONITORING TELEWORKING

To monitor teleworking as a whole (benefitting employees, number of days, regular or occasional teleworking, conditions, etc.), entities will be able to set up a teleworking monitoring scheme through the use of HR management information systems.

## 4. RIGHT TO DISCONNECT

Teleworking and, more broadly, new ways of working must lead managers and teleworkers to make proper professional use of the professional tools available to them.

It therefore appears necessary to regulate the use of these tools in order to observe rest and leave times and the balance between private, family and professional life.

Each entity shall ensure that teleworkers, as well as other employees, have a right to disconnect under conditions to be defined.

In this context, they may consider the following:

- negotiating an agreement on quality of work life and/or the right to disconnect, or, failing that, establishing a charter on the right to disconnect;
- specifying the conditions for the use of professional tools, both during working times (reasonable use of e-mail and telephone calls, definition of no-solicitation rules) and outside working times (including paid leave, rest periods and absences of any kind) where, as a matter of principle, and except in exceptional circumstances, no employee is under the obligation to reply to professional e-mails, messages or telephone;
- defining measures to reduce digital over-solicitation (e.g. recommendations to deactivate the audible or visual alerts indicting a new incoming email or telephone call);
- implementing awareness-raising actions and training for employees and managers.

## 5. MISCELLANEOUS

This Charter enters into force on 6 November 2018. It fully replaces the Charter of 21 June 2011.

This document is an English translation of the original French document. In the event of any ambiguity or discrepancy between this translation and the French reference document, the French version shall prevail.

Done in Montrouge, on 6 November 2018

*[Original French version signed]*

For Crédit Agricole S.A. Group, represented by Mrs Bénédicte Chrétien, Director of Human Resources

*This document is an unofficial English translation of the original French document.  
In the event of any ambiguity or discrepancy between this translation and the French reference document,  
the French version shall prevail.*